

CITY OF LAREDO
RECOGNITION AND COMMUNICATION NOTICE
CITY COUNCIL CHAMBERS
1110 HOUSTON STREET
LAREDO, TEXAS 78040
January 24, 2018
5:00 P.M.

The Mayor will be presenting the following:

1. Presentation by Jeffrey G. Puig, President of the Washington's Birthday Celebration Association (WBCA), regarding the upcoming WBCA events with a presentation of the 121th Celebration's Commemorative Poster to the City of Laredo Mayor and City Council.
2. Recognizing the currently crowned and reigning Miss Laredo Latina, Kennya Navarro, Miss Teen Laredo Latina, Dylana Estrella, Miss Pre Teen Laredo Latina, Selena Hernandez, Miss Junior Laredo Latina, Aracely Gonzalez, and Miss Little Laredo Latina Mckenzie Benavides for their dedication and accomplishments to our community.

CITY OF LAREDO
CITY COUNCIL MEETING
A-2018-R-01
CITY COUNCIL CHAMBERS
1110 HOUSTON STREET
LAREDO, TEXAS 78040
January 24, 2018
5:30 P.M.



DISABILITY ACCESS STATEMENT



Persons with disabilities who plan to attend this meeting and who may need auxiliary aid or services are requested to contact Jose A. Valdez Jr., City Secretary, at (956) 791-7308 at least two working days prior to the meeting so that appropriate arrangements can be made. The accessible entrance and accessible parking spaces are located at City Hall, 1100 Victoria Ave.

Out of consideration for all attendees of the City Council meetings, please turn off all cellular phones and pagers, or place on inaudible signal. Thank you for your consideration.

Pursuant to the Texas Penal Code (trespass by holder of license to carry a handgun), a person licensed under Subchapter H, Chapter 411, Government Code (Concealed Handgun Law or

Handgun Licensing Law), may not enter into the City Council Chamber while City Council is in session with a concealed or openly-carried handgun.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. MOMENT OF SILENCE

IV. ROLL CALL

V. MINUTES

Approval of the minutes of December 4, 2017 and December 12, 2017

Citizen comments

Citizens are required to fill out a witness card and submit it to the City Secretary no later than 5:45 p.m. and identify themselves at the microphone. Comments are limited to three (3) minutes per speaker. No more than three (3) persons will be allowed to speak on any side of an issue. Should there be more than three (3) people who wish to speak on a particular issue, they need to select not more than three (3) representatives to speak for them and the presiding officer may limit the public comments further in the interest of an orderly meeting. Speakers may not pass their minutes to any other speaker. Comments should be relevant to City business and delivered in a professional manner. No derogatory remarks will be permitted.

VI. APPOINTMENTS TO COMMISSIONS, BOARDS AND COMMITTEES

1. Appointment by Council Member Roberto Balli of Roberto Lopez to the Fine Arts & Culture Commission.
2. Appointment by Mayor Pro-Tempore Alejandro "Alex" Perez of Arnoldo J. Lozano to the Drug and Alcohol Commission.
3. Appointment by Council Member Rudy Gonzalez of Ms. Adriana Garcia to the Laredo Animal Care Services Advisory Committee.

VII. PUBLIC HEARINGS

1. **Public Hearing and Introductory Ordinance** authorizing the City Manager to accept and execute a contract from the University of Texas Health Science Center at San Antonio (UTHSCSA) and amending the FY 2017-2018 budget by appropriating additional revenues and expenditures in the amount of \$231,319.00 for the City of Laredo Health Department (CLHD) TACKLE HIV/HCV (Hepatitis C) for high risk persons through early intervention, enhanced health care and treatment and improving the continuum of care for people co-infected with HIV/HCV for the term from September 30, 2017 through September 29, 2018.

2. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately .084 acres, as further described by metes and bounds in attached Exhibit "A", located at north of Pita Mangana Rd., and east of Cuatro Vientos Rd., from R-1 (Single Family Residential District) to B-4 (Highway Commercial District); providing for publication and effective date.

Staff supports the application and Planning and Zoning Commission recommends approval of the zone change.

ZC-16-2018

District I

3. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately .084 acres, as further described by metes and bounds in attached Exhibit "A", located at South of Lomas del Sur Blvd., and West of Cuatro Vientos Rd., from R-1 (Single Family Residential District) to B-4 (Highway Commercial District); providing for publication and effective date.

Staff supports the application and Planning & Zoning Commission recommends approval of the zone change.

ZC-18-2018

District I

4. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately .957 acres, as further described by metes and bounds in attached Exhibit "A", located at North of KCS Railroad, South of Andy Ramos Rd, and West of Bob Bullock Loop, from R-1 (Single Family Residential District) to B-4 (Highway Commercial District); providing for publication and effective date.

Staff supports the application and Planning & Zoning Commission recommends approval of the zone change.

ZC-17-2018

District II

5. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a Restaurant Serving Alcohol, on Lots 2 through 7, Block 1015, Eastern Division, located at 2720 S US Highway 83; providing for publication and effective date.

Staff supports the application and Planning & Zoning recommends approval of the Special Use Permit.

ZC-21-2018

District III

6. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1, Block 1 Axis Hospitality Plat, located at 4820 San Bernardo Ave., from B-3 (Community Business District) to B-4 (Highway Commercial District); providing for publication and effective date.

Staff supports the application and Planning & Zoning Commission recommends approval of the zone change.

ZC-20-2018

District VII

7. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by repealing Ordinance No. 2008-O-207, which authorized a Conditional Use Permit for a Parking Lot on Lot 3, Block 766, Western Division, located at 2808 San Bernardo Ave.

ZC-19-2018

Staff supports the application and Planning & Zoning Commission recommends approval of repealing Ordinance No. 2008-O-207.

District VIII

8. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for Townhouses on Lot 1, Block 1, Hilltop Subdivision, Phase 1, located at 7406 Hilltop Rd.

ZC-40-2017

Staff does not support the application and the Planning and Zoning Commission recommends approval of the Special Use Permit.

District VII

9. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for Townhouses on approximately 5.92 acres out of Abstract 241, Porcion 28, Eugenio Martinez, as further described by metes and bounds in attached Exhibit "A", located North of U.S. Highway 59 and West of Escondido Dr.

ZC-34-2017

Staff does not support the application and the Planning and Zoning Commission

recommends approval of the Special Use Permit.
District V

10. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 1 and 2, Block 1081, Eastern Division, located at 1901 Aldama St., from R-1 (Single Family Residential District) to R-3 (Mixed Residential District).
ZC-15-2018

Staff does not support the application and Planning & Zoning Commission recommends denial of the Zone Change. Therefore, the applicant has exercised the right to appeal this decision directly to City Council.
District III

11. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 16.96 acres, (described by metes and bounds in attached Exhibit A), on the west end of Monaco Blvd and north of Shiloh Dr., from R-1 (Single Family Residential District) to R-1A (Single Family Reduced Area District).
ZC-14-2018

Staff supports the application and Planning & Zoning Commission recommends approval of the Zone Change.
District VI

12. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 6 and 8, Block 218, Western Division, located at 1219 San Dario Ave., from B-1 (Limited Business District) to B-3 (Community Business District).
ZC-13-2018

Staff supports the application and Planning & Zoning Commission recommends approval of the zone change
District VIII

13. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for Professional Offices on Lot 313, Block 14, Del Mar Hills Subdivision, located at 419 Del Mar Blvd.
ZC-22-2018

Staff does not support the application and Planning & Zoning Commission recommends denial of the Conditional Use Permit. Therefore, the applicant has exercised the right to appeal this decision directly to City Council.
District V

14. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a Food Truck Park on Lot 6, Block 1, San Isidro Monarch Subdivision, located at 10211 Golondrina Dr.
ZC-24-2017

Staff supports the application and Planning & Zoning Commission recommends approval of the Special Use Permit.
District VI

15. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a Bar on Lot 6, Block 1, San Isidro Monarch Subdivision, located at 10211 Golondrina Dr.
ZC-23-2017

Staff supports the application and Planning & Zoning Commission recommends approval of the Conditional Use Permit.
District VI

16. **Public Hearing and Introductory Ordinance** amending the Laredo Land Development Code, Article VI, Section 24.94.5, by revising the Conditional Use Permit Application Submittal Criteria; providing for publication and effective date.

Staff supports the application and Planning & Zoning Commission recommends approval of the ordinance.

17. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 27, Unit I, P. 31, El Rancho Subdivision, located at 4116 Pecan Circle Dr., from R-3 (Mixed Residential District) to B-3 (Community Business District).
ZC-05-2018

Staff does not support the application and Planning & Zoning Commission recommends denial of the zone change. Therefore, the applicant has exercised the right to appeal this decision directly to City Council.
District II

18. **Public Hearing and Introductory Ordinance** Amending the City of Laredo FY 2017-2018 Special Police Fund by appropriating additional revenues and expenditures in the amount of \$83,183.00 to fund the 2017 State Homeland Security Program (SHSP)-Law Enforcement Terrorism Prevention Activities (LETPA). This funding will be used to replace one fully equipped bomb vehicle that is essential and necessary in the prevention of terrorism events. No local match is required. Funding is available in the Special Police fund.

19. **Public Hearing and Introductory Ordinance** Amending Chapter 31 (Utilities), Article III, (Water), Division 3 (Rates and Charges) section 31-138 (Water rates) by adding a fixed monthly water demand fee based on meter sizes as stated in table 4 (from \$1 to \$50 based on meter size); amending section 31-138.1.1 (fees) by implementing new account connection fees for same business day service (from \$35 to \$75 based on the need for meter setup); amending section 138.1.2 (service charges) by adding fees for installation of tee-connections, reducing the water tap fee for irrigation meters, amending the cost for 2" waterline extensions for service connections if needed, deleting the meter and meter installation fee for 5/8" meter, and reducing the security deposits for new customers who are 65 years or older and veterans; creating section of 31-138.4 (refund security deposits); amending section 31-141(b) by reducing the connection fees for residential services to a flat rate, adding a water connection fee for residential services to the Colonias, and reducing the connection fees for 8" commercial meter, amending section 31-141(f) by including the water demand fees; deleting section 31-141.1.1 (security deposits); providing for severability; providing this ordinance shall be cumulative; providing for publication; and providing an effective date.

(Recess)
(Press Availability)

VIII. CONSENT AGENDA

All of the following items may be acted upon by one motion. No separate discussion or action on any of the items is necessary unless desired by a Council Member.

VIII (a) RESOLUTIONS

20. **2018-R-01** Authorizing the City Manager to submit a loan application to the Texas Water Development Board (TWDB) in the amount of \$52,000,000.00 to fund the construction of the Manadas Creek Wastewater Treatment Plant.
21. **2018-R-02** Nominating Laredo Medical Center (Laredo Texas Hospital Company, L.P.) for Texas Enterprise Zone Program Status through the Office of the Governor, Economic Development Bank; resolving that Laredo Texas Hospital Company, L.P. is a 'qualified business' as defined in Section 2303.402 of the Act and meets the criteria for designation as an Enterprise Project, as set forth in section 2303, Subchapter F of the Act; and further establishing that the Enterprise Project shall take effect on the date of designation of the Enterprise Project by the agency and terminate on the date established by the agency. The Laredo Medical Center proposes to invest at least \$5 million in additional capital expenditures for new equipment and expansion of their health services; \$5 million investment over the next 5 years on upgrading surgical instruments to include robotic capabilities and another \$1 million is estimated to be invested in routine and unanticipated capital expenditures in upgrades. This action will have no financial impact on the City of Laredo.

22. **2018-R-03** Nominating Laredo Medical Center (Laredo Texas Hospital Company, L.P.) for Texas Enterprise Zone Concurrent Project Status through the Office of the Governor, Economic Development and Tourism, Economic Development Bank; resolving that Laredo Texas Hospital Company, L.P. is a "Qualified Business" as defined in Section 2303.402 of the Act and meets the criteria for designation as a Concurrent Enterprise Project, as set forth in Section 2303, Subchapter F of the Act; and further establishing that the Enterprise Project shall take effect on the Date of Designation of the Enterprise Project by the Agency and terminate on the date established by the Agency. Laredo Medical Center proposes to invest an additional \$5 million in an upgraded interventional radiology suite. This action will have no financial impact on the City of Laredo.

23. **2018-R-05** Ratifying the City Manager's acceptance of a grant in the amount of \$37,945.50 from the Texas Department of Transportation to fund the STEP Impaired Driving Mobilization program. The City of Laredo will match \$12,142.56 for a total grant amount of \$50,088.06. The grant was executed with an effective date of December 21, 2017. This grant is to pay overtime for officers in order to increase enforcement to arrest individuals driving under the influence of a controlled substance. Funding is available in the Special Police Fund.

24. **2018-R-06** Authorizing City Manager to submit and accept a grant in the amount of \$58,360.00 from the Office of the Governor's Homeland Security Grants Division (HSGD) for the purpose of funding the 2015 Operation Stonegarden Grant (OPSG)/Jim Hogg County. This funding will be used for overtime and fringe benefit expenses used for Stonegarden Operations. No local match is required. Funding is available in the Special Police Fund.

25. **2018-R-07** Re-adopting guidelines and criteria governing tax abatements by the City of Laredo in accordance with the requirements in Section 312.002 of the Texas Tax Code; providing for severability; providing for an effective date of January 21, 2018 through January 20, 2019; and providing for publication.

26. **2018-R-08** Authorizing the City Manager to enter into and execute a Memorandum of Understanding between the U.S. Department of Homeland Security (DHS), the U.S. Customs and Border Protection (CBP), the U.S. General Services Administration (GSA) and the City of Laredo, Texas to memorialize the mutual understanding of the parties regarding the forthcoming proposal planning and development activities in connection with the proposed donation of property, consisting of northbound inspection facilities for the commercial vehicles and related infrastructure and technologies, at the World Trade Bridge Land Port of Entry (LPOE) located in Laredo, Texas.

27. **2018-R-09** Amending Resolution 2017-R-130 to correct the description acre tract information from a tract of land being a 0.22 acre tract to a tract of land being 0.022 acre tract and

Accepting the conveyance of the following fifteen (15) foot Public Utility and Utility Access Easement, for the right to install, construct, reconstruct, repair and perpetually maintain utility improvements from Webb County as follows:

A tract of land being a 0.022 acre tract 977 square feet, more or less out of the remaining 1161.33 acre tract of land conveyed to Webb County in a deed recorded in Volume 209, Page 487 in Webb County, Texas, a copy of which conveyance is attached as Exhibits A & B.

And directing that said Easement be filed of record in official property records of Webb County, Texas.

28. **2018-R-10** Authorizing and approving a fee waiver and a Tax Abatement Agreement between the City of Laredo and Procopio Herrera, III for a proposed project located at 801 Fremont St, lot 1; block 268; Eastern Division that consists of new construction, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a five (5) year period and will abate taxes on new improvements for the purpose of Economic Development. The project has an estimated capital investment total of \$215,000.00, estimated annual tax abatement total of \$1,176.22 and estimated total fee waivers of \$2,700.00. Guidelines and criteria for the agreement are set forth in the attached agreement and information.
29. **2018-R-11** Authorizing and approving a fee waiver and a Tax Abatement Agreement between the City of Laredo and Luis Brizuela for a proposed project located at 803 Ash St, lot 1; block 268; Eastern Division that consists of new construction, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a five (5) year period and will abate taxes on new improvements for the purpose of Economic Development. The project has an estimated capital investment total of \$95,000.00, estimated annual tax abatement total of \$405.96 and estimated total fee waivers of \$1,138.00. Guidelines and criteria for the agreement are set forth in the attached agreement and information.
30. **2018-R-12** Authorizing the City Manager to accept a Donation Agreement through a Warranty Deed between D & J Alexander Management, L.P. and the City of Laredo, consisting of approximately 3.70 Acres as described in the survey and metes and bounds. The purpose of the development is for a 10' Upper Zacate Creek Hike and Bike Trail that will provide additional recreational opportunities for its citizens. Project funding is through the TxDOT Federal Aid Project # CSJ: 0922-33-170.

31. **2018-R-14** Accepting the donation of Lot 12, Block 5, San Isidro Northeast, Phase 11, from San Isidro Northeast, Ltd., in partial fulfillment of its subdivision development requirements for recreational and municipal purposes. The property being conveyed is the first in a series of tracts to be conveyed to the City for recreational and municipal purposes.
32. **2018-R-15** Accepting the dedication of 1.0629 acres from Mines Road Development, Ltd. for a public street easement to complete Riverbank Drive by crossing the unnamed creek between Entrada Loop and Zebra Drive.

VIII (b) MOTIONS

33. Authorizing the City Manager to enter into a Parkland Deferment Contract with Developer San Isidro Northeast Ltd. for the construction of park amenities by the Developer. Developer will coordinate with the City on the amenities to be constructed and which will, upon completion, be conveyed to the City for municipal and recreational purposes.
34. Discussion with possible action to waive building and/or permit fees for the Russell Terrace Housing Development. The Laredo Housing Authority (LHA) has requested the waiver of all demolition and construction permit fees for this project consisting of reconstruction of one hundred thirty eight (138) units and the renovation of twenty-four (24) additional units. The estimated fees to be waived are approximately \$52,000.00. If approved, the LHA intends to use said funds for the continued construction of affordable housing initiatives.
35. Ratifying the Memorandum of Understandings (MOU) with the Texas Homeless Network regarding the designation of the City of Laredo as a Coordinated Entry Planning Entity and with the participating local agencies who are implementing the process, for the purpose of ensuring that the coordinated system accurately documents housing and service needs, and that the limited available resources will be duly allocated in order to achieve the most efficient results.
36. Consideration to award contract FY18-012 to South Texas Buildcon, from Edinburg, Texas for various roof repairs at Laredo Municipal Housing rental units. The contract consists of roof repairs to ten (10) Noise Abatement properties and ten (10) duplexes, at the Jose Flores Apartments. The total amount of the contract is for \$80,480.00. Funding is available under Municipal Housing and Noise Abatement Funds.

37. Authorizing the award of 2016 HOME Investment Partnership Program (HOME), Community Housing Development Organization (CHDO) set-aside funds in the amount of \$128,157.00 to Habitat for Humanity of Laredo, Inc., to assist in part with the construction of approximately three (3) proposed homes located at 617 Guerrero, 518 North Texas, and 520 North Texas and further authorizing the City Manager to execute all documents in support of the same.
38. Authorizing the City Manager to advertise the public sale of the “surface only” of a tract of land containing 8,021 square feet of land, more or less, situated in Porcion 23, Isadora Torres Vda. De Garcia, Original Grantee, Abstract 283, Webb County, Texas, being out of a 0.74 acre tract as conveyed to the City of Laredo as recorded in Volume 2772, Pages 168-172, Webb County Official Public Records, and being more particularly described by Metes and Bounds located South of the Southern terminus of Backwoods trail at Shiloh. Depicted in Survey attached as Exhibits A and B.
39. Consideration for approval of change order no. 3 to add one hundred sixty-six (166) calendar days to the design/build contract with Sunset Pools, Laredo, Texas, for the CDBG Freddy Benavides Recreational (Sisters of Mercy) Water Feature (Lazy River) adjacent to the City of Laredo Cigarroa Recreation Center Swimming Pool at 2201 Zacatecas Street for rain days and additional material delays and testing for concrete designs and for work stoppage. Current contract amount with this change order is \$1,498,900.00. Completion time for the project is scheduled for February 2018. There is no financial impact.
40. Consideration for approval of award of construction contract to the lowest bidder, Martinez Paving Co., Inc., Laredo, Texas, in the amount of \$689,657.49 for the Riverbank Drive Extension with a construction contract time of one hundred twenty (120) calendar days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. Completion date for the project is scheduled for May 2018. Funding is available in the 2016 CO Issue. This item is contingent upon approval of Resolution 2018-R-15.
41. Consideration for approval of the selection of consultant for the El Eden Park Improvements located at 4735 Loma Vista Drive for design, preparation of plans and specifications to include a splash park, sidewalks, shade structures, picnic tables, benches, landscaping, lighting, and other amenities deemed necessary; and authorization to negotiate a professional services contract. There is no financial impact.
42. Consideration to reject sole proposal for RFP FY18-014 to help address homelessness through case management of persons and navigation of services to assure the continuum of care and provide social, housing and health services to the homeless and requesting approval to re-solicit this RFP in an effort to obtain a larger pool of qualified vendors. Funding is available in the Health Department budget.

43. Consideration to award Contract number FY18-015 to Enterprise Rent-A-Car to provide rental vehicles for the Laredo Police Department in an estimated yearly cost of \$109,200.00; of which \$79,200.00 will be grant funded and \$30,000.00 from general fund. Approximately seven (7) to fifteen (15) vehicles are secured for use by the Auto Theft Task Force Grant working with the Police Department. The term of this contract is for a twenty four (24) month period and is contingent upon continued funding in future fiscal years. The contract may be extended for two additional (12) month periods each upon mutual agreement of the parties. Funding is currently available in the Police Department's Auto Theft Task Force Fund and General Fund.
44. Consideration to authorize the purchase of ammunition for the Police Department in the amount of \$69,500.00 from Precision Delta Corporation, Ruleville, Mississippi through the BuyBoard Cooperative Purchasing Program's Contract No. 524-17. Funding is available in the Laredo Police Department General Fund.
45. Consideration to renew the annual contract FY17-012 for the purchase of promotional materials currently awarded for various vendors for the purchase of promotional materials in an estimated amount of \$102,000.00.

Authentic Promotions, Carmichael, California; LF Enterprise, Laredo, Texas; Specialties Plus, Franklin, N. California; Leon's Caps, Springfield, Texas; and TS and J, Inc., Johns Creek, Georgia.

Contracts are currently awarded for the purchase of promotional materials on an as needed basis by various city departments, including: Human Resources, 311 Customer Service, 911 (Admin and PSAP) and Convention and Visitors Bureau. The term allows for an additional one-year renewal option. Funding is available in the respective departments' budgets.

46. Consideration to award supply contract FY18-011 to the low bidder, The Best Alarm Inc. Company, Laredo, Texas in an amount up to \$30,000.00 for providing alarm monitoring, maintenance, and repair services for various Recreation Centers. These services require monthly alarm monitoring services for the recreation centers elevators, burglary, fire, and suppression systems. In the event of expansion by the City of Laredo, future locations may be added as part of this contract. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract may be extended for two, additional one (1) year periods upon mutual agreement of the parties. Funding is available in the Parks & Leisure Department Fund.

47. Consideration to award contract FY18-008 to Sun Travel, El Paso, TX for Travel Agency Services. Services include reservations of flight, hotel, car rental, etc. for City business related travel; the term of this contract shall be for a period of two (2) years beginning the date of its execution (subject to future appropriations). This contract can be extended for one additional, two (2) year period, upon mutual agreement of the parties. All services will be secured on an as needed basis. Funding for this contract is available in the various of departments.

48. Consideration to ratify and renew contract number FY14-035 to Regional Land Management Services, Laredo, Texas in an amount up to \$418,760.00 to provide disposal services of approximately 10,469 tons of wastewater bio-solids from various wastewater treatment plants. The frequency and number of loads vary depending on the City's need. The bid price is based on a \$40.00 per ton rate. There will be no price increase during this extension period. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This is the last extension period for this contract. Funding is available in the Utilities Department – Wastewater Plant Division Budget.

49. Consideration to award contract FY18-013 for the purchase of motor vehicles requested by City departments to the following low bidders:
 1. Grapevine Dodge,L.L.C., Grapevine, Texas in the amount of \$328,874.00 for the purchase of thirteen (13) vehicles;
 2. Caldwell Country Chevrolet, Caldwell, Texas in the amount of \$ 54,220.00 for the purchase of three (3) vehicles;
 3. Silsbee Ford, Silsbee, Texas in the amount of \$ 63,890.76 for the purchase of three (3) vehicles;
 4. Blue Bonnet Ford, New Braunfels, Texas in the amount of \$ 77,627.43 for the purchase of three (3) vehicles; and
 5. Lake Country Chevrolet, Jasper, Texas in the amount of \$ 41,430.00 for the purchase of two (2) vehicles.

The City received six (6) bids for the purchase of administrative vehicles and trucks for various departments authorized in this FY17-18 budget. Funding is available from the 2018 Capital Outlay Schedule, various bond proceeds and department operational budgets.

50. Consideration to award contract FY18-021 for the purchase of heavy duty trucks for various city departments to the following vendors:
 1. Doggett Freightliner, Converse, Texas in the amount of \$1,386,080.00 for the purchase of two (2) 16 yard Dump Trucks, six (6) cab and chassis for the automated refuse rear loaders, six (6) Pak-Mor bodies for the automated refuse rear loaders, one (1) cab and chassis for a grapple dump truck, and one (1)

- Peterson body for the grapple dump truck;
2. TYMCO, Waco, Texas in the amount of \$505,450.00 for the purchase of two (2) street sweepers;
 3. H&V Equipment, Corpus Christi, Texas in the amount of \$478,394.00 for the purchase of one (1) articulated dump truck;
 4. Rush Truck Center, Laredo, Texas in the amount of \$882,252.00 for the purchase of six (6) cab and chassis for the automated refuse side loaders;
 5. Fox Truck World, San Antonio, Texas in the amount of \$695,278.50 for the purchase of six (6) GS bodies for the automated refuse side loaders;
 6. Santex Truck Center, San Antonio, Texas in the amount of \$639,675.19 for the purchase of seven (7) 14 yard Dump Trucks.

Funding is available from the 2016 and 2017 Contractual Obligation Bond Proceeds, 2017 Solid Waste Capital Outlay Fund, 2018 Creek Cleaning Capital Outlay Fund, and 2017 Sewer Revenue Bond.

51. Consideration to award annual contracts FY18-022 for the purchase of tractor and heavy equipment tires to the section low bidders:
 1. Section I: Hesselbein Tire Southwest, San Antonio, Texas in an amount up to \$45,000.00; and
 2. Section II: GCR Tire Centers, Nashville, Tennessee in an amount up to \$15,000.00.

All tires will be secured on an as needed basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract has two extension periods. Funding is available in the Fleet Maintenance budget.

52. Consideration to award supply Contract FY18-023 to the sole bidder, Anderson Columbia Co., Lake City, Florida in an amount up to \$180,000.00 for the purchase of prime emulsified asphalt oil used for street paving projects. All materials are purchased on an as needed basis utilizing the construction project budgets. This contract may be extended for two, additional one (1) year periods upon mutual agreement of the parties. Funding is available in the Public Works Department construction project budget.

53. Consideration to award contract FY18-024 to sole bidder, New Vision Community Church, Laredo, TX. for operating and managing a small scale food market/pantry for food distribution located at 1210 Matamoros, approximately 700 sq.ft. in size that will sell and/or offer meats, fruits, vegetables and dairy products, together with dry and canned goods and miscellaneous items to the general public which promote healthier eating and nutrition. The term of this contract shall be for a period of eighteen months (18) months beginning as of the date of its execution. The contract may be extended for one additional two (2) year period upon mutual agreement of the parties.
54. Approving monthly adjustments to the tax roll. The amounts to be adjusted for the month of November 2017, represent a decrease of \$69,761.70. These adjustments are determined by the Webb County Appraisal District and by court orders.
55. Approving monthly adjustments to the tax roll. The amounts to be adjusted for the month of December 2017, represent an increase of \$32,430.48. These adjustments are determined by the Webb County Appraisal District and by court orders.
56. Authorizing the City Manager to approve Change Order #2 amounting to a net decrease of (\$3,892.80), accept the project, approve the final payment amounting to \$239,047.19 and release the retainage in the amount of \$155,169.15, to Qro Mex Construction Co., Inc., Granite Shoals, Texas for the 24-in Water Transmission Main from Del Mar Blvd., along Casa Verde Road to Loop 20. The project is 100% complete and the final total contract amount is \$3,342,430.20. Funding is available in the 2015A Waterworks Subordinate Revenue Bond-TWDB, and is subject to approval by Texas Water Development Board (TWDB).
57. Authorizing the City Manager to cancel the contract with Azteca Systems, LLC, Sandy, UT, for asset management software at the Utilities Department. The terms of the contract included a term of three (3) years in the amount of \$55,000.00, beginning year one (1), \$65,000.00, beginning year two (2) and \$75,000.00, beginning year three (3). Through additional evaluation of software capabilities/offers of the Standard Enterprise License Agreement (ELA), a determination has been made that an upgrade to a Premium ELA is the appropriate level of licensing.

END OF CONSENT AGENDA

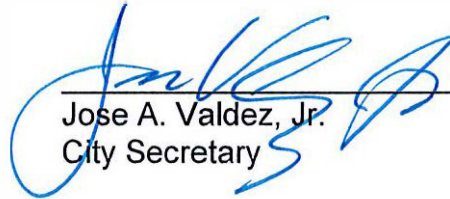
IX. EXECUTIVE SESSION

The Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any posted agenda item when authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074

(Personnel Matters), 551.076 (Deliberations about Security Devices), and/or 551.086 (Economic Development). Following closed session, the open meeting will reconvene at which time action, if any, may be taken.

X. ADJOURN

This notice was posted at the Municipal Government Offices, 1110 Houston Street, Laredo, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Friday, January 19, 2018 at 6:00 p.m.



Jose A. Valdez, Jr.
City Secretary

RECEIVED
2018 JAN 19 PM 5:53
CITY SECRETARY'S OFFICE

City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Cynthia Collazo, Deputy City Manager

Staff Source: Hector F. Gonzalez, MD, MPH, Director of Health

SUBJECT

Public Hearing and Introductory Ordinance authorizing the City Manager to accept and execute a contract from the University of Texas Health Science Center at San Antonio (UTHSCSA) and amending the FY 2017-2018 budget by appropriating additional revenues and expenditures in the amount of \$231,319.00 for the City of Laredo Health Department (CLHD) TACKLE HIV/HCV (Hepatitis C) for high risk persons through early intervention, enhanced health care and treatment and improving the continuum of care for people co-infected with HIV/HCV for the term from September 30, 2017 through September 29, 2018.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Through this partnership with the University of Texas Health Science Center San Antonio (UT Health), the City of Laredo Health Department will improve and enhanced health care services, treatment, early intervention and the continuum of care for people who are co-infected with HIV/HCV (Hepatitis C) according to the Health and Human Services guidelines, for medication, clinical treatment and laboratory testing, establishing a treatment referral model using case management and patient navigation. This will improve health for those infected and prevent infection for others..

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council introduce the Ordinance.

Fiscal Impact

Fiscal Year: 2018

Budgeted Y/N?: N

Source of Funds: UTHSCSA

Account #: 226-6507

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The revenue account 226-0000-326-2008 and the expense account 226-6507 with project number HESP01 will increase by \$231,319.00.

Attachments

Contract

Ordinance

Subaward Agreement

By and between:

Pass-through Entity ("PTE"): _____ & Subrecipient:
 The University of Texas Health Science Center at San Antonio

PTE Investigator: _____ Subrecipient Investigator: _____

Prime Award:

Award Title: _____
 Prime Sponsor: _____
 Grant/Contract No: _____
 Federal Award Identification Number (FAIN): _____ Federal Award Date: _____
 Total Prime Award Amount: _____ PTE IDC (F&A) Rate: _____
 Awarding Official: _____
 CFDA Number and Name: _____
 Is this award for R&D: Yes No Is this award subject to FFATA?: Yes No

Subaward Details:

Subaward Period of Performance: Start: _____ End: _____
 Funds Obligated to Subrecipient: This Action: _____ Total Obligated: _____
 Subrecipient IDC (F&A) Rate: _____% MTDC TDC de minimus Other: _____

General Terms & Conditions

1) PTE hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The statement of work and budget for this are as shown in Attachment 5. In its performance of the subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.

2) PTE shall reimburse Subrecipient not more often than monthly for allowable costs. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include the approved budget, current and cumulative costs (including cost sharing), subaward number, and certification as to truth and accuracy of invoice. A sample invoice has been provided as Attachment 6. *Invoices that do not reference PTE's Subaward Number shall be returned to Subrecipient.* Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Official. Subrecipient may request reimbursement through direct deposit of funds by submission of the Payee Direct Deposit Authorization Form which is attached hereto as Attachment 7.

3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachments 3A and 3B, NOT LATER THAN forty-five (45) days after subaward end date. The final statement of costs shall constitute Subrecipient's final financial report. The final invoice shall not be paid until all reporting, deliverables, and other award requirements have been met including but not limited to final technical, property, and invention reports.

4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient. Prime recipient reserves the right to reject an invoice.

5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Principal Investigator, as shown in Attachments 3A and 3B. Technical reports are required as detailed in Attachment 4, Reporting Requirements.

6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachments 3A & 3B. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official as shown in Attachments 3A & 3B. *This Agreement may be unilaterally amended by the PTE solely for the purposes of adding additional funds, extending the period of performance, and revising institutional contact information.*

7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

8) Either party may terminate this subaward with thirty days written notice to the appropriate party's Contact as shown in Attachments 3A & 3B. PTE shall pay Subrecipient for termination costs as allowable under OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, Chapters II, Part 220, et al.).

9) No-cost extensions require the approval of the PTE. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachments 3A & 3B, not less than thirty (30) days prior to the desired effective date of the requested change.

10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.

11) For purposes of this Agreement, equipment is defined as non-expendable, tangible personal property having a useful life of more than one year and an acquisition cost that equals or exceeds the lesser of the capitalization level established by the Subrecipient for financial statement purposes or \$5,000. Title to equipment purchased under this Agreement vests with the Subrecipient, subject to the provisions of 45 CFR 74.136. An inventory of all equipment purchased under this Agreement must be maintained by Subrecipient.

12) Subrecipient agrees that the Comptroller General of the United States, his duly authorized representatives, or PTE shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of the Subrecipient involving transactions related to this Agreement. It is understood that, unless agreed to in writing by Subrecipient, such examination shall be made during Subrecipient's regularly established business hours.

13) By signing below Subrecipient makes the certifications and assurances shown in Attachments 1 and 2. Subrecipient also assures that it will comply with applicable statutory and regulatory requirements specified in the Research Terms & Conditions Appendix C found at http://nsf.gov/bfa/dias/policy/rtc/appc_june11.pdf and the Uniform Guidance (2 CFR Chapter I, Chapter II, Part 200).

In witness whereof, the parties hereto have executed this Agreement as of the day and year last written.

The University of Texas Health Science Center at San Antonio

By _____
Chris G. Green, CPA
Director, Office of Sponsored Programs

By _____
Name
Title

Date _____

Date _____

**Attachment 1
Subaward Agreement
Certifications and Assurances**

Certification Regarding Lobbying

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", to the PTE.

3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters

Subrecipient certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

OMB Uniform Guidance Assurance

Subrecipient assures PTE that it complies with the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, Chapters II, Part 220, et al.) and that it will notify PTE of completion of required audits and of any adverse findings which impact this subaward.

DUNS Number and the Federal System for Award Management (SAM). Subrecipient certifies that it has a current DUNS number and a current SAM registration at www.SAM.gov and that it will maintain current and up to date information in the SAM for the duration of the Agreement.

FFATA Reporting. SUBRECIPIENT will provide UTHSCSA with information as required and upon request to fulfill federal reporting requirements, including, but not limited to FFATA (Federal Funding Accountability and Transparency Act).

Other Certifications and Assurances

Subrecipient certifies its compliance with the following where checked:

- Civil Rights.** Compliance with Title VI of the Civil Rights Act of 1964.
- Handicapped Individuals.** Compliance with Section 504 of the Rehabilitation Act of 1973 as amended.
- Sex Discrimination.** Compliance with Section 901 of Title IX of the Education Amendments of 1972 as amended.
- Age Discrimination.** Compliance with the Age Discrimination Act of 1975 as amended.
- Patents, Licenses, and Inventions.** Compliance with the Standard Patent Rights clauses as specified in 37 CFR, Part 501, FAR 57.227-11, or U.S.C. 203, whichever is appropriate and applicable.
- Human Subjects.** Compliance with the requirements of federal policy concerning the safeguarding of the rights and welfare of human subjects who are involved in activities supported by Federal funds.
- Use of Animals.** Compliance with applicable portions of the Animal Welfare Act (PL 89-544 as amended).

- Drug-Free Workplace.** Compliance with the Drug-Free Workplace Act of 1988, 2 CFR 382.
- Misconduct in Science.** Compliance with 42 CFR Part 50, Subpart A, and Final Rule as published at 54 CFR 32446, August 8, 1989.
- Conflict of Interest.** Subrecipient hereby certifies that it has an active and enforced conflict of interest policy consistent with the provision of 42 CFR Part 50, Subpart F “Responsibility of Applicants for Promoting Objectivity in Research.” Subrecipient also certifies that, to the best of Institution’s knowledge, (1) all financial disclosures have been made related to the activities that may be funded by or through a resulting agreement, and required by its conflict of interest policy; and, (2) all identified conflicts of interest have or will have been satisfactorily managed, reduced or eliminated in accordance with Subrecipient’s conflict of interest policy prior to the expenditures of any funds under any resultant agreement.
- Confidentiality of Alcohol and Drug Abuse Patient Records.** Compliance with 42 CFR 2 which concerns any information about alcohol and other drug abuse patients obtained by the SUBRECIPIENT.
- Distribution of Sterile Needles or Syringes.** Compliance with the requirement that no federal funds provided under this award shall be used to carry out any program for distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
- Pro-Children Act.** Compliance with the Pro-Children Act of 1994, 20 USC 7183, which imposes restrictions on smoking in facilities where federally funded children’s services are provided.
- Smoke-Free Workplace.** SUBRECIPIENT is strongly encouraged to provide smoke-free workplaces and to promote the nonuse of tobacco products.
- Limited English Proficiency.** SUBRECIPIENT agrees to take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and that there is effective communication between the service provider and individuals with limited English proficiency (EO 13166).
- Use of Seatbelts.** SUBRECIPIENT is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned and while on official business (EO 13043).
- Texting While Driving.** SUBRECIPIENT is encouraged to adopt and enforce a prohibition against texting while driving for their employees when operating vehicles, whether organizationally owned or rented or personally owned while on official business (EO 13513).
- Trafficking in Persons.** Compliance with the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000 as amended (22 USC 7104).
- Pilot Program for Enhancement of Contractor Employee Whistleblower Protections.** Pub. L. 112-239 enacted January 2, 2013 mandates a pilot program under 41 USC § 4712 requiring all grantees, subgrantees, and subcontractors to a) inform their employees working on any federal award they are subject to the whistleblower rights and remedies of the pilot program; b) inform their employees in writing of employee whistleblower protections under 41 USC § 4712 in the predominant native language of the workforce; and c) contracts and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.
- NIH Genomic Data Sharing (GDS) Policy Compliance.** Subrecipient certifies that their Data Collection policies and procedures will provide data for submission that is consistent, as appropriate, with applicable national, tribal, and state laws and regulations as well as relevant institutional policies; that the appropriate research uses of the data and the uses that are specifically excluded by the informed consent document are delineated. Further the Subrecipient certifies that an Institutional Review Board and/or Privacy Board, and/or equivalent body, as applicable, has reviewed the investigator’s proposal for data submission and assures that: (i) The protocol for the collection of genomic and phenotypic data is consistent with 45 CFR Part 46.5; (ii) Data submission and subsequent data sharing for research purposes are consistent with the informed consent of study participants from whom the data were obtained; (iii) Consideration was given to risks to individual participants and their families associated with data submitted to NIH-designated data repositories and subsequent sharing; (iv) To the extent relevant and possible, consideration was given to risks to groups or populations associated with submitting data to NIH-designated data repositories and subsequent sharing; and (v) The investigator’s plan for de-identifying datasets is consistent with the standards outlined in this Policy (see section IV.C.1.).
- Application of Relationship Terminology as a Condition of Eligibility for Services or Otherwise Making Distinctions in Program Participation or Content Based on Such Relationships.** In any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for the purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite-sex spouses, marriages, and households, respectively. By “same-sex spouses,” HHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By “same-sex marriages,” HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that

recognizes same-sex marriage. By "marriage," HHS does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than marriage.

Restriction on Funding Activities with China. This Agreement is subject to Restriction on Funding Activities with China for Awards Subject to 14 CFR 1260 (DEVIATION FEB 2012). (a) Pursuant to the Department of Defense and Full-Year Appropriation Act, Public Law 112-10, Section 1340(a); The Consolidated and Further Continuing Appropriation Act of 2012, Public Law 112-55, Section 539; and future-year appropriations ("the Acts"), NASA is restricted from using funds appropriated in the Acts to enter into or fund any grant or cooperative agreement of any kind to participate, collaborate, or coordination bilaterally with China or any Chinese-owned company, at the prime recipient level or at any Subrecipient level, whether the bilateral involvement is funded or performed under a no-exchange of funds arrangement.; (b) Definition "China or Chinese-owned Company" means the People's Republic of China, any company owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China.; (c) The restrictions of the Acts do not apply to commercial items of supply needed to perform a grant or cooperative agreement.; (d) The recipient shall include the substance of this provision in all Subawards made hereunder.

Attachment 2
Program Specific Terms & Conditions
&
Prime Award Documents

**Attachment 3A
Subrecipient Information**

Institution/Organization ("Subrecipient")

Name (as registered in DUNS): _____

Address: _____

City: _____ State: _____ ZipCode **+4**: _____

EIN No.: _____ Institution Type: _____

Currently registered in SAM? Yes No

Subrecipient DUNS No.: _____ & Congressional District: _____

Parent DUNS (as Applicable): _____ & Congressional District: _____

Did the subrecipient's gross income, from all sources, in the previous tax year exceed \$300,000? Yes No

Is the Performance Site the Same Address as Above? Yes No

If no, is the Performance Site the same as PI address below? Yes No

If no to both questions, please provide place of performance **including zipcode+4**:

Is Subrecipient exempt from reporting compensation? Yes No

If no, please provide a list of the names and compensation amounts for the five highest paid executives of your organization and append it to this Attachment 3A

Administrative Contact

Name: _____

Address: _____

City: _____ State: _____ ZipCode **+4**: _____
Telephone: _____ Fax: _____
Email: _____

Principal Investigator

Name: _____

Address: _____

City: _____ State: _____ ZipCode **+4**: _____
Telephone: _____ Fax: _____
Email: _____

Financial Contact

Name: _____

Address: _____

City: _____ State: _____ ZipCode **+4**: _____
Telephone: _____ Fax: _____
Email: _____

Authorized Official

Name: _____

Address: _____

City: _____ State: _____ ZipCode **+4**: _____
Telephone: _____ Fax: _____
Email: _____

**Attachment 3B
PTE Information**

Administrative Contact

Name: Post Award Accountant:

Address: The University of Texas Health Science Center at San Antonio
Office of Sponsored Programs
7703 Floyd Curl Drive, MSC 7828

City: San Antonio State: TX ZipCode **+4**: 78229-3900

Telephone: 210.567.2340 Fax: 210.567.8107

Email: grants@uthscsa.edu

Principal Investigator

Name:

Address: The University of Texas Health Science Center at San Antonio

7703 Floyd Curl Drive, MSC

City: San Antonio State: TX ZipCode **+4**: 78229-3900

Telephone: Fax:

Email:

Financial Contact

Name: Ms. Carolina Taboada

Address: The University of Texas Health Science Center at San Antonio
Office of Sponsored Programs
7703 Floyd Curl Drive, MSC 7828

City: San Antonio State: TX ZipCode **+4**: 78229-3900

Telephone: 210.567.2340 Fax: 210.567.8107

Email: subaward-invoices@uthscsa.edu

Authorized Official

Name: Chris G. Green, CPA

Address: The University of Texas Health Science Center at San Antonio
Office of Sponsored Programs
7703 Floyd Curl Drive, MSC 7828

City: San Antonio State: TX ZipCode **+4**: 78229-3900

Telephone: 210.567.2340 Fax: 210.567.8107

Email: grants@uthscsa.edu

Attachment 4 Reporting Requirements

1. Subrecipient shall provide technical progress reports to PTE's Principal Investigator, in addition to those required in Attachment 4A, as requested in a form and/or format approved by the PTE's Principal Investigator, as stated in Attachment 3B. All reports shall be in English.
2. In accordance with 37 CFR 401.14, Subrecipient shall notify PTE's Administrative Contact, as stated in Attachment 3B, within two months after Subrecipient's inventor discloses invention(s) in writing to Subrecipient personnel responsible for patent matters. Subrecipient shall use form DD882 to report invention(s). A negative report is not required.
3. Subrecipient shall provide an inventory and accounting of all Equipment purchased with federal funds and its dispensation. A negative report is not required.
4. Final Invoices: Final invoices shall be submitted to the PTE's Financial Contact as indicated in Attachment 3B within forty-five (45) days of the termination date of this Agreement and shall be marked as final. Final invoices received later than forty-five (45) days following the termination date of this Agreement shall be honored for payment at the discretion of PTE unless another date for submission is agreed upon in advance by PTE and the Subrecipient. All reports shall be in English and all amounts shall be in US Dollars.
5. Funds shall not be expended on activities with Human or Animal Subjects in the absence of proper IRB or IACUC approval, a copy of which shall be forwarded to the Principal Investigator as stated in Attachment 3B.

Other Reporting Requirements:

Attachment 4A
Deliverables and Reporting Schedule

Milestone/Deliverable	Date Due/Frequency	Delivered to:
-----------------------	--------------------	---------------

Attachment 5
Subrecipient Statement of Work
&
Budget

Federal Award Project Description (4000 character maximum and consistent with FFATA requirements):

Statement of Works and Budget

Subawardee: **City of Laredo Health Department**

The subawardee clinical site will improve coordination of linkage to and retention in care and treatment for people who are co-infected with HIV/HCV by working collaboratively with University of Texas Health Science Center San Antonio (UT Health San Antonio) to increase capacity in the following areas:

1. Provision of HIV/HCV coinfection care and treatment according to the HHS guidelines
2. Access to HCV care and treatment including medications, for people living with HIV and HCV, targeted to people of color
3. Establishment of effective treatment referral models using case management and patient navigation; support for navigation of the payer systems in order to obtain HCV medications and treatment for patients, working with payers who may have restrictions on the type of provider who can treat HCV; and other approaches to address insurance restrictions and reauthorizations that limit access to HCV treatment
4. Provision of HIV/HCV medication adherence support
5. Performance of necessary lab testing and liver staging procedures;
6. Provision of prevention education about HCV infection and re-infection.

To achieve the above the subawardee clinic site will be expected to:

a) Integrate HCV care into HIV care by explicitly committing to plan for the incorporation of HCV screening, and care and treatment system components into ongoing clinical practice with the goal of developing a single sustainable model of care that all project clinical sites will use.

b) Have a designated representative (medical director or equivalent with ability to make high level decisions) participate in scheduled (minimum monthly) planning and implementation meetings. This will include sharing out of care (OOC) lists, planning shared training events, planning approaches to incorporating clinical practice transformation strategies as needed, such as task shifting; staff restructuring; integration of community health workers and patient navigators into the medical team; inter-professional team-based practice coordination or co-management; and other strategies to optimize human resources, reduce costs, and improve health outcomes and administrative planning for continuous operation and maintenance beyond the three-year funded project period

c) Participate in administration of HCV provider and patient knowledge assessment questionnaires during a specified sampling frame of 1-2 weeks within Year 1 of the project.

d) Develop, plan and implement a strategy to conduct targeted outreach to include low- income, underinsured, or uninsured OOC people of color living with both HIV and HCV

e) Develop, plan and implement a strategy to conduct contact tracing following HCV diagnosis

f) Develop their own HCV/HIV multidisciplinary teams through staff hire, coaching and training

g) Develop, plan and implement a strategy to screen and link appropriate clients with current substance use disorder (SUD) or SUD histories to SUD and mental health treatment providers for prevention of overdose and re-infection interventions, including referrals to medication-assisted treatment (MAT)

h) Develop, plan and implement a strategy to carry out necessary electronic medical record (EMR) modification to facilitate tracking of patients along the HCV care continuum from screening through treatment and collection of sentinel surveillance outcome measures as follows:

i) Number of people living with HIV screened for HCV infection

ii) Number of people living with HIV who have chronic HCV infection

iii) Number of people living with HIV and HCV who have been linked to an HCV provider (i.e., attended initial visit with HCV medication prescriber)

iv) Number of people living with HIV and HCV who have been prescribed HCV treatment (DAA medications) HRSA-17-047 15

v) Number of people living with HIV and HCV who have been cured of HCV (i.e., achieved sustained virologic response in accordance with HCV treatment guidelines)

vi) Number of people living with HIV with positive HCV antibody tests who had HCV RNA checked (confirmation of chronic HCV infection)

vii) Number of people living with HIV and HCV who have had appropriate disease staging done, in accordance with HCV treatment guidelines (i.e., fibrosis score check, genotype)

i) In order to advance the knowledge of existing providers and expand the provider pool to manage HIV/HCV participate in training and implementation for an Extension for Community Healthcare

Outcomes (ECHO) telementoring program for HIV/HCV co-infection management which will be led by UT Health San Antonio but may incorporate non UT Health San Antonio experts in supportive and educational roles

BUDGET - City of Laredo Health Department, Laredo, TX

1. Itemized Budget and Justification

Subaward Personnel

TBD Community Health Worker (100% effort annual salary \$35,000), \$35,000 in Year 2 and 3. This position relates to project Goals 1 and 3.

TBD Project Administrator (100% effort, annual salary \$35,000) \$35,000 in each year. This position relates to all project goals.

TBD HCV Community tester and counsellor (100% effort, annual salary \$31,000), \$31,000 in Year 2 and 3. This position relates to project Goals 1 and 3.

Fringe benefit rate on salaries is 31% (FICA tax, health insurance, retirement program, workers compensation insurance, unemployment insurance).

Travel:

Instate/Local Travel

Program Planning and Team Meetings at UT Health San Antonio

This travel relates to all project goals.

Travel for 2 team members to quarterly planning and implementation meetings in each year to align all project activities and review progress with program leadership. Mileage will be reimbursed at an approved UT Health Science Center San Antonio rate of \$0.535 per mile.

Estimated miles of travel 3000 (\$1605) in each of Year 1, 2 and 3.

One night accommodation @\$130/night and per diem @ \$75/day for 2 days = \$150 = \$280 per person; 2 x \$280 = \$560 for 2 people. 4 trips per year = 4 x \$560 = \$2240 in each of Year 1, 2, 3
Total: \$1605 + \$2240 = \$3845 in each of Year 1, 2 and 3.

Program staff travel to client's homes, local meetings etc.as necessary

This travel relates to all project goals. Mileage will be reimbursed at an approved UT Health Science Center San Antonio rate of \$0.535 per mile. Estimated miles of travel 2500 (\$1338) in each of Year 1, 2 and 3.

Out of State Travel

National Conference related to HIV/HCV and/or minority health and/or SUD

\$2400 is requested in each of years 2 and 3 for two program team members to attend one such conference. The cost will cover airfare, hotel, per diem and conference registration capped at a maximum of \$1200 per person per conference. The purpose of this travel will be to disseminate the program activities and findings and therefore relates to all project goals.

ECHO orientation in Albuquerque, NM – 1 Day in Year 1 (plus 1 travel day)

At \$1331 per person (see University of Texas Health Science Center budget above for cost breakdown – only difference being flight costs from Laredo at \$921 each). 2 project team members to attend in Year 1 = 1331 x2 = \$2662. This cost relates to project Goal 2.

ECHO Immersion training in Albuquerque, NM – 3 days in Year 1 (plus 2 travel days)

At \$1701 per person (see University of Texas Health Science Center budget above for cost breakdown – only difference being flight costs from Laredo at \$921 each). 2 project team members to attend in Year 1 = 1701 x2 = \$3402. This cost relates to project Goal 2.

Equipment: Fibroscan Echosens Compact cost (explained above) \$ 151,000 in Year 1. This cost relates to project Goal 1.

Supplies:

Office Supplies – this cost relates to all project goals

\$2200 is requested in each year to cover the following office supplies:

Paper (\$500) Printer Toner and Ink (\$1000) Pens (\$100) Clipboards (\$100) Folders – filing and regular (\$500)

\$1800 is requested in Year 1 to cover the cost of two laptop computers (@\$900 each) for program related activities – their work will involve moving between central office and other community locations including client home visits and therefore having a portable computer is essential.

Other:

Insurance co-pay, deductible fund (explained above - \$12000 in Years 2 and 3.

Website Modification: \$1200 is requested for organization website modification to indicate program involvement, inform of program community activities and to display HIV/HCV education materials. This fund request relates to all project goals.

Personnel recruitment costs - \$800 is requested in Year 1 for personnel recruitment (advertising). This cost relates to all project goals.

Electronic Medical Record (EMR) modification - \$8000 is requested in Year 1 to for EMR modification to facilitate program specific data collection and surveillance. This cost relates to all project goals.

Mobile Cellular Service - \$1920 is requested in each year to cover the cost of mobile cellular service (\$960 per mobile cellular service) for 2 team members as the program will involve community/field activities. This fund request relates to all project goals.

Indirect cost de minimis rate of 10% per annum

Subawardee	Direct Costs	F&A Costs	Total Costs
Year 1 City of Laredo Dept. of Health	\$224,017	\$ 7,302	\$231,319
Year 2 City of Laredo Dept. of Health	\$157,213	\$15,721	\$172,934
Year 3 City of Laredo Dept. of Health	\$157,213	\$15,721	\$172,934
TOTAL City of Laredo Dept. of Health	\$538,443	\$38,744	\$577,187

City of Laredo Health Department
Year 1

<u>Subaward Personnel</u>	\$45,788
<i>Project Administrator</i> - Manuel Sanchez (54.1% effort)	\$31,628
Fringe Benefits (44.8%)	\$14,160
<u>Travel</u>	\$9,758
<i>Local travel</i>	\$1,338
This travel relates to all project goals. Mileage for program staff to travel to client's homes, local meetings, etc. as necessary. (2,500 miles @ \$0.535 per mile)	
<i>Instate travel</i>	\$2,488
This travel relates to all project goals. Travel for 2 team members to quarterly planning and implementation meetings in each year to align all project activities and review progress with program leadership.	
Lodging: \$130/night x 2 FTEs = \$260	
Per diem: \$16/qtr x 6 qtrs = \$96 x 2 FTEs = \$192	
Car Rental: \$45/day x 2 days = \$90	
Gas: \$80	
Total per trip: \$622 x 4 trips = \$2,488	
<i>Out of State travel</i>	\$2,456
ECHO Orientation in Albuquerque, NM for 2 team members.	
Airfare: \$921/FTE x 2 FTEs = \$1,842	
Lodging: \$105/night x 2 FTEs = \$210	
Per diem: \$12.75/qtr. X 8 qtrs x 2 FTEs = \$204	
Taxi/shuttle: \$100 x 2 FTEs = \$200	
Total for trip: \$2,456	
ECHO Immersion training in Albuquerque, NM for 2 team members.	\$3,476
Airfare: \$921/FTE x 2 FTEs = \$1,842	
Lodging: \$105/night x 4 nights x 2 FTEs = \$840	
Per diem: \$12.75/qtr. X 17 qtrs x 2 FTEs = \$434	
Taxi/shuttle: \$180 x 2 FTEs = \$360	
Total for trip: \$3,476	
<u>Equipment</u>	\$151,000
Fibroscan Echosens Compact cost. This cost relates to project goal 1.	\$151,000
<u>Supplies</u>	\$5,551
<i>Office Supplies</i>	\$2,933
This cost relates to all project goals. To purchase paper, toner and ink, pens, clipboards, folders, etc.	

<u>Computer Supplies</u>	\$2,618
To purchase two laptop computers for program related activities. Their work will involve moving between central office and other community locations including client home visits and therefore having a portable computer is essential.	
Laptop @ \$900 ea x 2 = \$1,800	
Msoffice license x 2 = \$655	
E-mail/internet license x 2 = \$163	
<u>Other</u>	\$11,920
<u>Consultant Services</u>	\$9,200
Website modification: \$1,200 is requested for organization website modification to indicate program involvement, inform of program community activities and to display HIV/HCV education materials. This fund request relates to all project goals.	
Electronic Medical Record (EMR) modification: \$8,000 is requested for EMR modification to facilitate program specific data collection and surveillance. This cost relates to all project goals.	
<u>Advertising</u>	\$800
Funds are requested for personnel recruitment. This cost relates to all project goals.	
<u>Communication</u>	\$1,920
Mobile cellular service - \$1,920 is requested to cover cost of mobile cellular service (\$960 per mobile cellular service) for 2 team members as the program will involve community/field activities. This fund relates to all project goals.	
TOTAL	\$224,017

**City of Laredo Health Department
Year 2**

<u>Subaward Personnel</u>	\$127,455
<u>Project Administrator</u> - Manuel Sanchez (8% effort)	\$5,837
Fringe Benefits (44.1%)	\$2,577
<u>TBD Community Health Worker</u> - this position relates to project goals 1 and 3. Fringe Benefits (47.4%)	\$29,740
	\$14,084
<u>TBD HCV Community Tester and Counsellor</u> - this position relates to project goals 1 and 3. Fringe Benefits (39.6%)	\$53,899
	\$21,318
<u>Travel</u>	\$3,826
<u>Local travel</u>	\$1,338
This travel relates to all project goals. Mileage for program staff to travel to client's homes, local meetings, etc. as necessary. (2,500 miles @ \$0.535 per mile)	

Instate travel \$2,488
 This travel relates to all project goals. Travel for 2 team members to quarterly planning and implementation meetings in each year to align all project activities and review progress with program leadership.
 Lodging: \$130/night x 2 FTEs = \$260
 Per diem: \$16/qtr x 6 qtrs = \$96 x 2 FTEs = \$192
 Car Rental: \$45/day x 2 days = \$90
 Gas: \$80
 Total per trip: \$622 x 4 trips = \$2,488

Equipment \$0

Supplies \$2,812

Office Supplies \$2,812
 This cost relates to all project goals. To purchase paper, toner and ink, pens, clipboards, folders, etc.

Other \$23,120

Consultant Services \$9,200

Website modification: \$1,200 is requested for organization website modification to indicate program involvement, inform of program community activities and to display HIV/HCV education materials. This fund request relates to all project goals.

Communication \$1,920

Mobile cellular service - \$1,920 is requested to cover cost of mobile cellular service (\$960 per mobile cellular service) for 2 team members as the program will involve community/field activities. This fund relates to all project goals.

Patient Insurance \$12,000

Insurance co-pay, deductible fund.

TOTAL **\$157,213**

**City of Laredo Health Department
 Year 3**

Subaward Personnel **\$127,638**

Project Administrator - Manuel Sanchez (4% effort) \$2,919

Fringe Benefits (44.1%) \$1,287

TBD Community Health Worker - this position relates to project goals 1 and 3. Fringe Benefits (46.7%) \$30,942

\$14,444

TBD HCV Community Tester and Counsellor - this position relates to project goals 1 and 3. Fringe Benefits (39.2%) \$56,076

\$21,970

<u>Travel</u>	\$3,826
<i>Local travel</i>	\$1,338
This travel relates to all project goals. Mileage for program staff to travel to client's homes, local meetings, etc. as necessary. (2,500 miles @ \$0.535 per mile)	
<i>Instate travel</i>	\$2,488
This travel relates to all project goals. Travel for 2 team members to quarterly planning and implementation meetings in each year to align all project activities and review progress with program leadership.	
Lodging: \$130/night x 2 FTEs = \$260	
Per diem: \$16/qtr x 6 qtrs = \$96 x 2 FTEs = \$192	
Car Rental: \$45/day x 2 days = \$90	
Gas: \$80	
Total per trip: \$622 x 4 trips = \$2,488	
 <u>Equipment</u>	 \$0
<u>Supplies</u>	\$2,629
<i>Office Supplies</i>	\$2,629
This cost relates to all project goals. To purchase paper, toner and ink, pens, clipboards, folders, etc.	
 <u>Other</u>	 \$23,120
<i>Consultant Services</i>	\$9,200
Website modification: \$1,200 is requested for organization website modification to indicate program involvement, inform of program community activities and to display HIV/HCV education materials. This fund request relates to all project goals.	
<i>Communication</i>	\$1,920
Mobile cellular service - \$1,920 is requested to cover cost of mobile cellular service (\$960 per mobile cellular service) for 2 team members as the program will involve community/field activities. This fund relates to all project goals.	
<i>Patient Insurance</i>	\$12,000
Insurance co-pay, deductible fund.	
 TOTAL	 \$157,213

UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO - SUBAWARDEE PRELIMINA

#6 - City of Laredo, Dept Health Fringes 31.00% Yr 01

PERSONNEL	NAME	Base Salary	% Effort	Cal Mos	Salary Requested	Fringe Benefits	Yr 01 Total
	TBD Community Health Work	\$35,000	0%	0.00	\$0	\$0	\$0
	TBD Project Administrator	\$35,000	100%	12.00	\$35,000	\$10,850	\$45,850
	TBD HCV Counselor	\$31,000	0%	0.00	\$0	\$0	\$0
		\$0	0.0%	0.00	\$0	\$0	\$0
				subtotal	\$35,000	\$10,850	\$45,850
	Equipment						\$151,000
					Echoscens Fibroscon Compact	\$0	
	Travel & Conferences				3-Yr Service Contract	\$0	\$11,247
					Planning Meetings	\$3,845	
					Local Travel	\$1,338	
					National Conf (Y2-Y3 Only)	\$0	
					ECHO Orient./Training (Y1)	\$2,662	
					ECHO Immersion Training (Y1)	\$3,402	
	Materials & Supplies						\$4,000
					Office Supplies/Paper/Toner	\$2,200	
					Laptop Computers (2)	\$1,800	
	OTHER COSTS:						\$11,920
					Insurance Co-Pays	\$0	
					Website Modification	\$1,200	
					Recruitment	\$800	
					EMR Modification	\$8,000	
					Mobile Cellular Service	\$1,920	
					Other	\$0	
					SUBAWARDEE TOTAL DIRECT COSTS		\$224,017
	Subcontractor F&A (10%)		10%				\$7,302
					Laredo Dept. of Health TOTAL COSTS		\$231,319

**Attachment 6
Sample Invoice**

SUBRECIPIENT:

DATE:

PAYMENT ADDRESS:

INVOICE NO.

AGREEMENT NO.

AWARD AMOUNT:

BILLING PERIOD:

Submit invoice to:
Subaward-
invoices@uthscsa.edu

_____ to _____

Billing for the period	CURRENT	CUMULATIVE
Personnel		
Consultant Costs		
Equipment		
Materials & Supplies		
Travel		
Other Direct Costs		
Subtotal		
F&A Costs		
TOTAL		

I certify that this request represents actual costs incurred during the invoice period and that these costs are appropriate and in accordance with this Agreement. The Subrecipient further certifies that payment made by PTE under this Agreement shall not duplicate reimbursement of costs and services that are received from other sources.

Signed: _____
Subrecipient authorized financial official



Vendor # _____
 Prenote date _____
 Approved _____

PAYEE DIRECT DEPOSIT AUTHORIZATION FORM

A. PAYEE INFORMATION

Federal Employer Identification Number (FEIN) Or Social Security Number (SSN):	
Payee Name:	
Mailing Address:	
City/State:	Zip Code:
Email Address (to be used for remit advice):	Phone Number: ()

B. FINANCIAL INSTITUTION INFORMATION

Name of your Financial Institution: _____

Type of account to wish your funds to be directly deposited (check one):

CHECKING. Account #: _____ Transit Routing #: _____

SAVINGS. Account #: _____ Transit Routing #: _____

C. TRANSACTION INFORMATION

AUTHORIZATION. Pursuant to section 403.016, Texas Government Code, I authorize UTHSCSA to deposit payments owed to me by the University to my financial institution electronically. I understand that the University will, if necessary, reverse and/or make adjustments for any payments deposited in error. I further understand that the University will comply, at all times, with the National Clearing House Association Rules and Regulations governing ACH payments.

CANCELLATION. I hereby cancel the authorization for payment by electronic transfer.

CHANGE. I hereby request a change of the authorization for payment by electronic transfer.

Change in account number (same bank) from # _____

Change in financial institution.

Change account type (from savings to checking or checking to savings).

I understand that UTHSCSA will send me an e-mail notification prior to the payment posting to my account. I understand that notifications may include payment information that is considered confidential and therefore exempt from public disclosure.

Authorized Signature _____ Date _____

Contact Name/Title _____

ORDINANCE

AUTHORIZING THE CITY MANAGER TO ACCEPT AND EXECUTE A CONTRACT FROM THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO AND AMENDING THE FY 2017-2018 BUDGET BY APPROPRIATING ADDITIONAL REVENUES AND EXPENDITURES IN THE AMOUNT OF \$231,319.00 FOR THE CITY OF LAREDO HEALTH DEPARTMENT (CLHD) TACKLE HIV/HCV IN PEOPLE OF COLOR PROGRAM TO COORDINATE THE LINKAGE, RETENTION, AND TREATMENT FOR PEOPLE CO-INFECTED WITH HIV/HCV FOR THE TERM FROM SEPTEMBER 30, 2017 THROUGH SEPTEMBER 29, 2018.

WHEREAS, through this partnership with the University of Texas Health Science Center San Antonio, the City of Laredo Health Department will improve coordination of linkage to and retention in care and treatment for people who are co-infected with HIV/HCV according to the HHS guidelines, including medication, clinical treatment and laboratory testing, establishing a treatment referral model using case management and patient navigation.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The City Manager is hereby authorized to accept and execute a contract from the University of Texas Health Science Center at San Antonio (UTHSCSA) and amending the FY 2017-2018 budget by appropriating additional revenues and expenditures in the amount of \$231,319.00 for the City of Laredo Health Department (CLHD) TACKLE HIV/HCV in People of Color program to coordinate the linkage, retention, and treatment for people co-infected with HIV/HCV for the term from September 30, 2017 through September 29, 2018.

Section 2: The revenue account 226-0000-326-2008 and the expense account 226-6507 with project number HESP01 are hereby increased by \$231,319.00.

Section 3: The City Manager is hereby authorized to make transfers within the budget as allowable under the General Provisions as set forth to meet the necessary costs to accomplish the scope of work for the project.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS
_____ DAY OF _____, 2018.**

**PETE SAENZ
MAYOR**

ATTEST:

**JOSE A. VALDEZ, JR.
CITY SECRETARY**

**APPROVED AS TO FORM:
KRISTINA K. LAUREL HALE
CITY ATTORNEY**

**CRISTIAN ROSAS-GRILLET
ASSISTANT CITY ATTORNEY**

City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Cynthia Collazo, Deputy City Manager

Initiated By: 4V Holdings, Ltd., Robert D. Hachar/Owner; Premier Engineering/Surveying, Applicant/Representative.

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately .084 acres, as further described by metes and bounds in attached Exhibit "A", located at north of Pita Mangana Rd., and east of Cuatro Vientos Rd., from R-1 (Single Family Residential District) to B-4 (Highway Commercial District); providing for publication and effective date.

Staff supports the application and Planning and Zoning Commission recommends approval of the zone change.

ZC-16-2018

District I

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: I – The Honorable Rudy Gonzalez, Jr.

Proposed use: Billboard # 4

Site: The site is currently raw undeveloped land.

Surrounding land uses: North, south east and west of the property is vacant undeveloped land.

Comprehensive Plan: The Future Land Use Map recognizes this area as a Neighborhood Mixed-Use.

Transportation Plan: The Long Range Thoroughfare Plan identifies Cuatro Vientos Rd., as an Expressway. The Plan also identifies Bianka Lane, as a Planned Major Collector (northwest of the property).

Letters sent to surrounding property owners: 2

In Favor: 0

Opposed: 0

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 8 to 0 vote, recommended approval of the zone change.

STAFF RECOMMENDATION

Staff **supports** the proposed zone change.

STAFF COMMENTS

The proposed zone change is appropriate at this location for the following reasons:

1. The property complies with the B-4 zoning location, (by an Expressway) and complies with the required Lot size for the proposed Billboard use. Lot size is 3,676.486 SF, and fronts Cuatro Vientos Rd.
2. The proposed B-4 District is in conformance with the Comprehensive Plan's designation of this area as Neighborhood Mixed-Use. The proposed billboard will not impact the uses in the area, since there is raw, undeveloped land.

IMPACT ANALYSIS

B-4 (Highway Commercial District): The purpose of the B-4 District (Highway Commercial District) is to provide for those businesses and services serving a regional area which are to be located primarily along principal (major) arterial streets or the freeway, as classified in the Transportation Plan of the City of Laredo. It is intended for this zoning classification to exist primarily along principal arterial streets or the freeway and to impose site development regulations to ensure adequate access of all uses within this classification.

Is this change contrary to the established land use pattern?

No. There is no established land use pattern. This area is raw undeveloped land.

Would this change create an isolated zoning district unrelated to surrounding districts?

Yes. There is no B-4 zoning district in the area.

Will change adversely influence living conditions in the neighborhood?

No. The proposed use won't impact negatively the existing conditions in the area, and fronting the Expressway, can hold the heavy traffic for a future commercial corridor.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?

Yes. The existing R-1 (Single Family Residential District) does not allow for Billboard

use.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance 2018-O-

ZC-16-2018-Council Maps, Pictures, Exhibit

ORDINANCE NO. 2018-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATYELY .084 ACRES AS FURTHER DESCRIBED BY METES AND BOUNDS IN EXHIBIT A, LOCATED AT NORTH OF PITA MANGANA RD., AND EAST OF CUATRO VIENTOS RD., FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of .084 acres as further described by Metes and Bounds in Exhibit A, located at North of Pita Mangana Rd., and East of Cuatro Vientos Rd., from R-1 (Single Family Residential District) to B-4 (Highway Commercial District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on December 07, 2017; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended Approval of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on January 16, 2018, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning, .084 acres as further described by Metes and Bounds in Exhibit A, located at North

of Pita Mangana Rd., and East of Cuatro Vientos Rd., from R-1 (Single Family Residential District) to B-4 (Highway Commercial District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2018.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

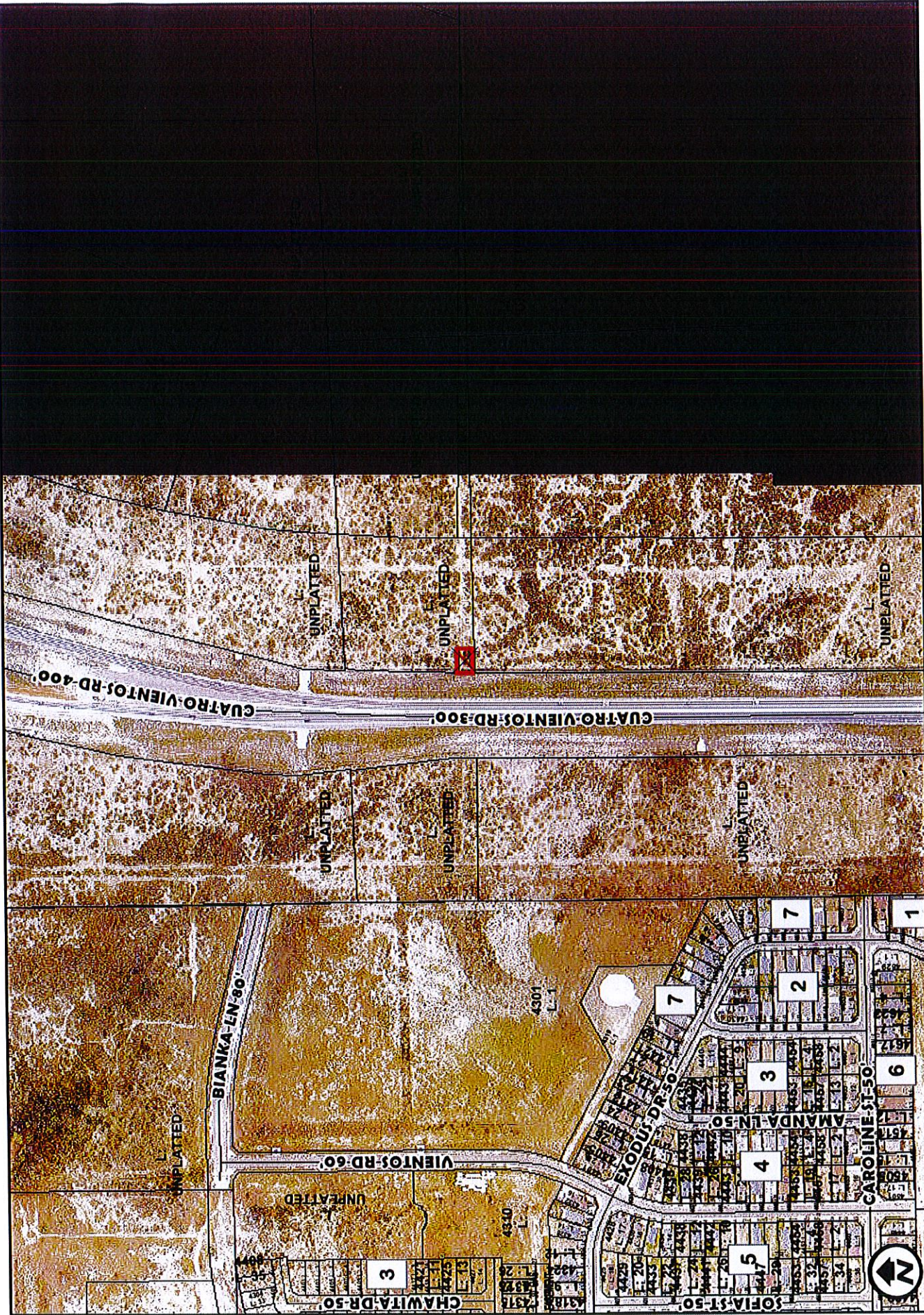
KRISTINA K. LAUREL HALE
CITY ATTORNEY

Section 28-38.e Permitted Sign Dimensions – Off-Premise Signs

Permitted Sign Dimensions OFF-PREMISE SIGNS										
Permit Required	Def. No.	ROADWAY CLASSIFICATION	NON-RESIDENTIAL DISTRICTS							
			B-1	B-1R	CBD/ AE	B-3	B-4	M-1	M-2	MXD
		OFF-PREMISE FREESTANDING (DENOTING SIGN AREA IN SQ FT)								
Y	1, 4, 6	FREEWAY			672	672	672	672	672	
Y	2, 4, 6	EXPRESSWAY			672	672	672	672	672	
Y	3, 5, 6	INDUSTRIAL COLLECTOR	72•			242	242	382	382	
Y	3, 5, 6	MAJOR ARTERIAL	72•			242	242	382	382	
Y	3, 5, 6	MODIFIED MAJOR ARTERIAL	72•			242	242	382	382	
		SETBACK FROM PROPERTY LINE (IN FEET)			10	10	10	10	10	
		ILLUMINATION ALLOWED			Y	Y	Y	Y	Y	
		MAXIMUM ALLOWANCE FOR CUT-OUTS (AS PERCENTAGE OF SIGN FACE)			20	20	20	20	20	
		MAXIMUM DISTANCE FROM SIGN FACE FOR PROJECTING SIGNS (IN INCHES)			42	42	42	42	42	

DEFINITIONS:

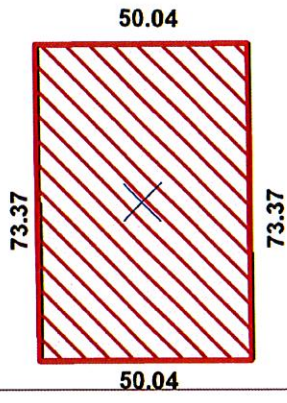
1. Minimum spacing between off-premise signs: one thousand five hundred (1500) feet as measured <i>along</i> corridor.
2. Minimum spacing between off-premise signs:
A. One thousand (1000) feet to be measured along the corridor
B. Two hundred fifty (250) radial feet measured from sign pole to sign pole (intersecting roadway)
3. Minimum spacing between off-premise signs:
A. One thousand (1000) feet to be measured along <i>and across</i> the corridor
B. Two hundred fifty (250) radial feet measured from sign pole to sign pole (intersecting roadway)
4. Maximum H.A.G.L. thirty-five (35) feet from highway grade; fifty (50) feet at overpass.
5. Maximum H.A.G.L. thirty-five (35) feet from street grade, seventy-two (72) square foot signs on major arterials; twelve (12) feet at overpasses.
6. Digital signs are allowed in zones of B-3 and above, subject to spacing of one thousand five hundred (1500) feet along and/or across (radial) from another digital sign <i>facing the same direction</i> .
• Dimensions applicable to replacement and relocated signs ONLY. No additional signs are authorized in B-1 (Limited Business Zoning Districts).
NOTE: H.A.G.L. = Height in feet to base of sign face; clear clearance.



APPLICATION FOR
 R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
 -> B4 (HIGHWAY COMMERCIAL DISTRICT)

AERIAL MAP
 1 inch = 375 feet
 N OF PITA MANGANA & E OF CUATRO VIENTOS

ZC-16-2018
 COUNCIL DISTRICT 1

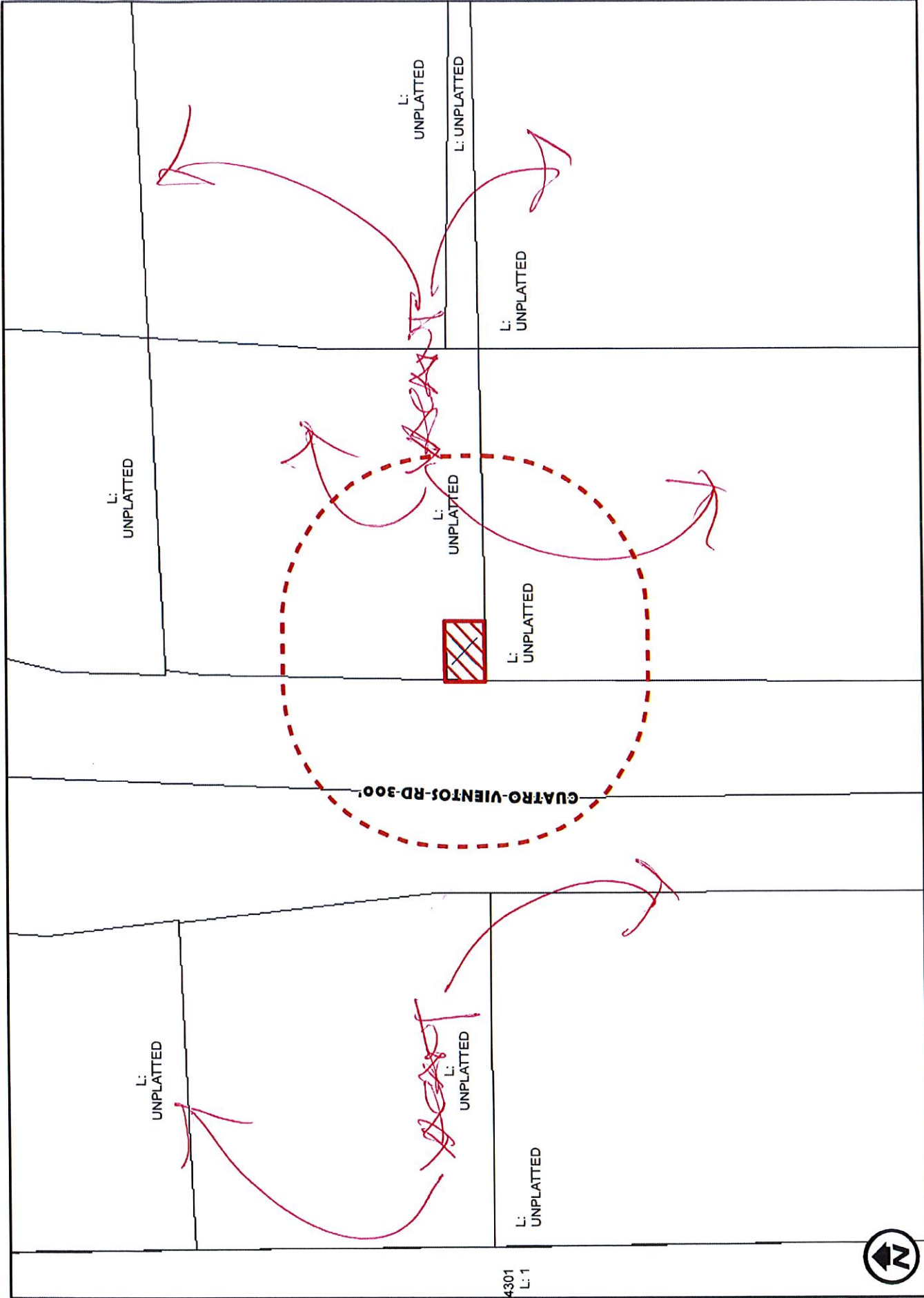


CUATRO-VIENTOS-RD-300'



APPLICATION FOR
 R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
 -> B4 (HIGHWAY COMMERCIAL DISTRICT)

ZC-16-2018
 COUNCIL DISTRICT 1
 DIMENSIONS MAP
 1 inch = 42 feet
 N OF PITA MANGANA & E OF CUATRO VIENTOS

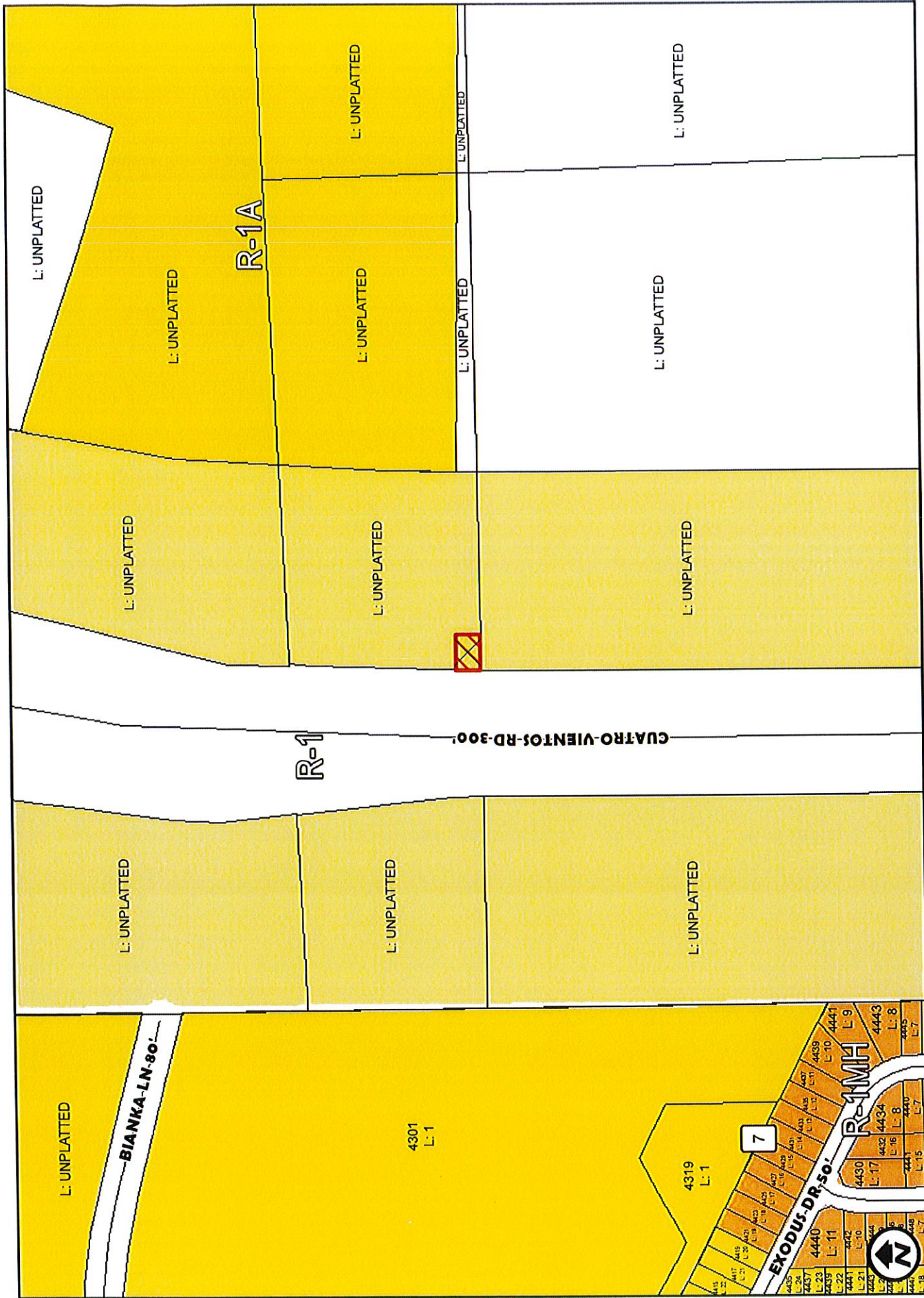


4301
L: 1



APPLICATION FOR
R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
-> B4 (HIGHWAY COMMERCIAL DISTRICT)

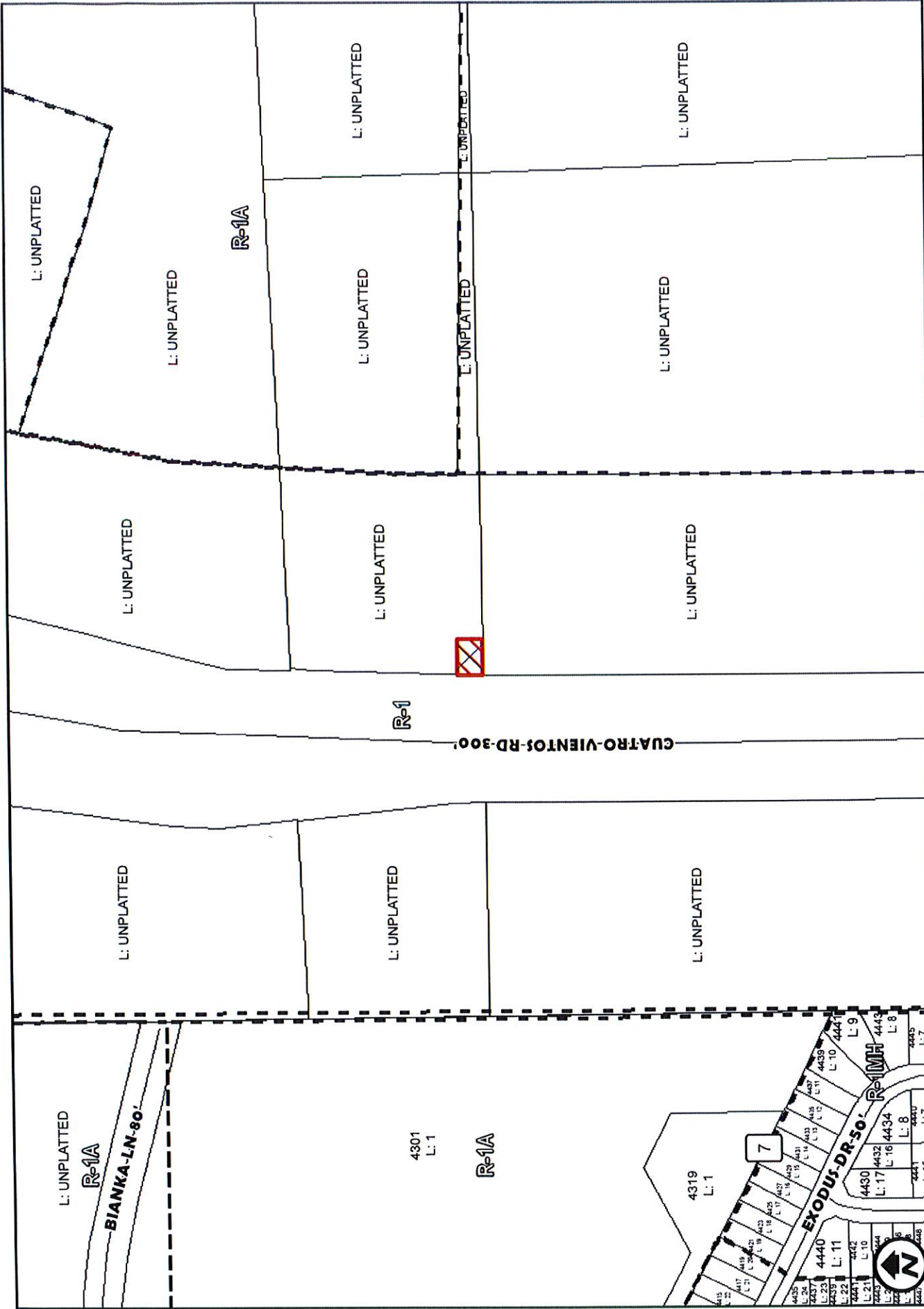
ZC-16-2018
COUNCIL DISTRICT 1
200' NOTIFICATION
1 inch = 150 feet N OF PITA MANGANA & E OF CUATRO VIENTOS



APPLICATION FOR
 R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
 -> B4 (HIGHWAY COMMERCIAL DISTRICT)

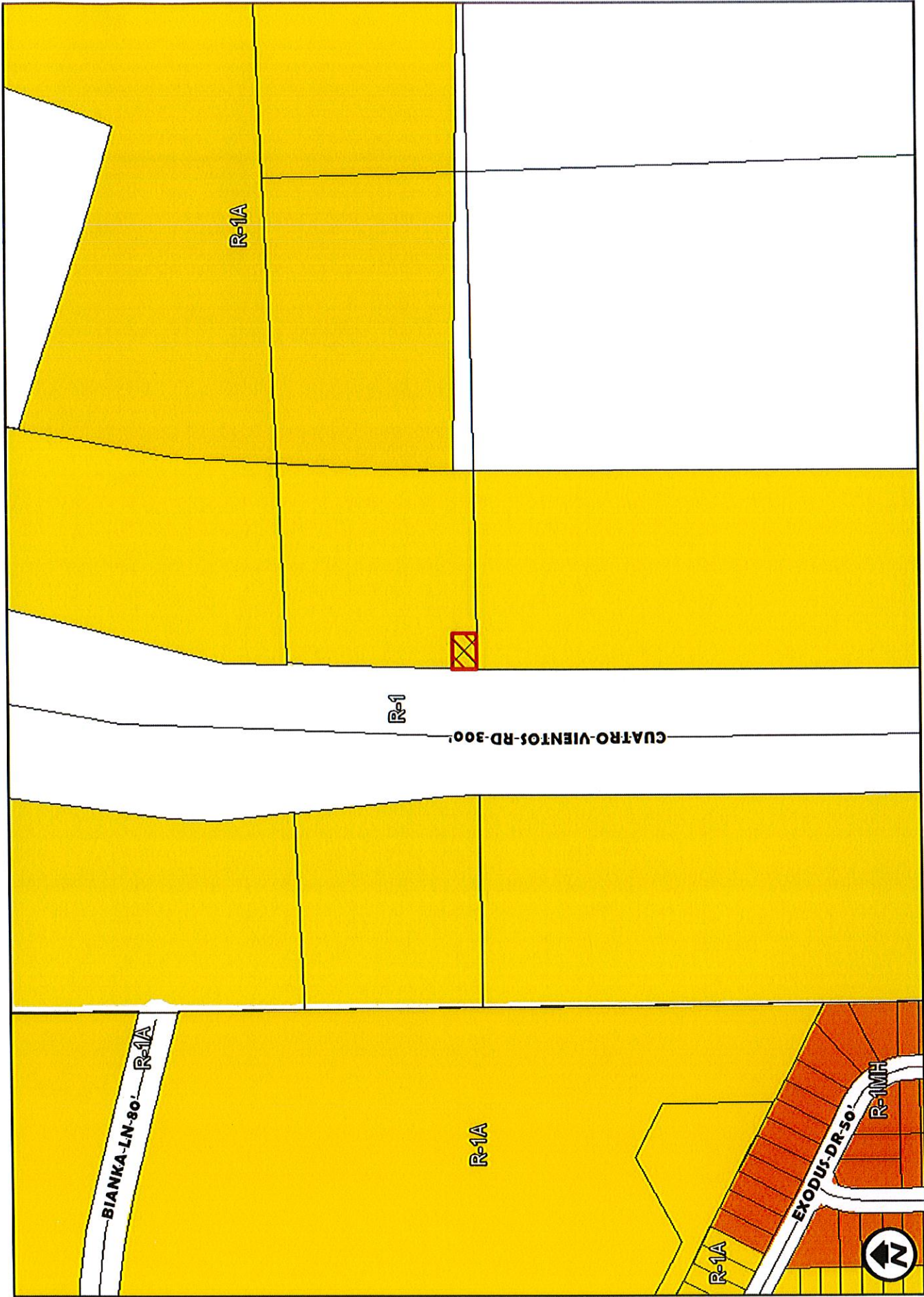
ZC-16-2018
 COUNCIL DISTRICT 1
 1 inch = 250 feet N OF PITA MANGANA & E OF CUATRO VIENTOS

ZONING MAP



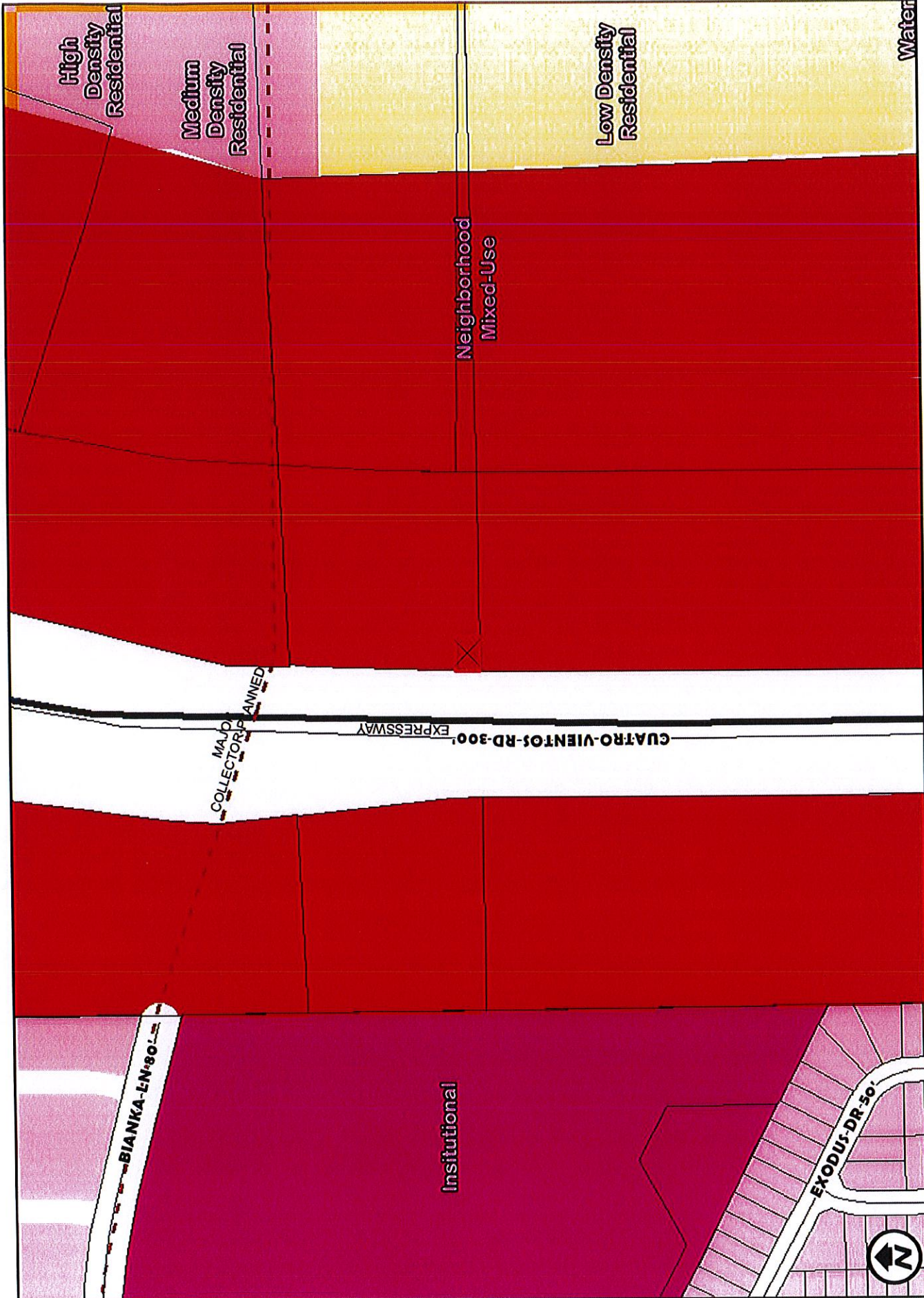
APPLICATION FOR
 R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
 -> B4 (HIGHWAY COMMERCIAL DISTRICT)

ZC-16-2018
 COUNCIL DISTRICT 1
 ZONING MAP
 1 inch = 250 feet
 N OF PITA MANGANA & E OF CUATRO VIENTOS



APPLICATION FOR
 R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
 → B4 (HIGHWAY COMMERCIAL DISTRICT)













ZC-16-2018
 ZONING OVERVIEW COUNCIL DISTRICT 1
 1 inch = 250 feet N OF PITA MANGANA & E OF CUATRO VIENTOS



APPLICATION FOR
 R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
 -> B4 (HIGHWAY COMMERCIAL DISTRICT)

ZC-16-2018
 FUTURE LANDUSE MAP COUNCIL DISTRICT 1
 1 inch = 250 feet N OF PITA MANGANA & E OF CUATRO VIENTOS

Land Use Equivalents Chart

New Land Use Types	Current Zoning Groups
 Agricultural / Rural	AG
 Low Density Residential	R-1, R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions *
 Medium Density Residential	R-1, R-O, R-2, B-1R, R1-B, Small format market
 High Density Residential	R-3, R-2, B-1R, B-1, R-O
 Neighborhood Mixed-Use	ALL EXCEPT M-1, M-2, B-4, AH, AN, FH, OG, FiH
 Mixed-Use Center	ALL EXCEPT, M-1, M-2, AH, AN, FH, OG. B4 allowed with exceptions**
 Downtown Mixed-Use	CBD, R-1, R-2, R-3, R-1B, R-1A, R-O, AE
 Institutional	CF, MF
 Light Industrial	M-1, B-4, B-3
 Heavy Industrial	M-1, M-2, B-4, B-3, FiH
 Transportation	AH, AN
 Parks	

* RO within a Low Density Residential is allowed with the exception of restaurants.

** Land uses allowed under a B4 are allowed with the exception of the following uses***:

- Farms, General (Crops & Livestock)
- Farms, General (Livestock/Ranch)
- Bulk Grain And/Or Feed Storage
- Veterinarian (Outdoor Animal Confinement)
- Stables (Private, Principle Use)
- Stables (Private, Accessory Use)
- Stables (Commercial)
- Auto Wrecker Service
- Inoperable Vehicle Holding Yard
- Jail
- Halfway House
- Scrap/Waste Recycle Collection
- Zoo
- Horse Training Facility
- Amusement Redemption Machine Establishment
- Auto Impound Yards
- Auto Salvage Yards
- Transit and Maintenance Vehicle Equipment Facility
- Collection Container

The intent of this table is to provide a transitional language between the uses recommended within the vision of this plan and the current land development uses which are organized through the use of zones. When the city's land development code is revised and adopted according to this plan, this table will no longer be necessary. This table should not be used to directly translate the current zoning to new land development code revisions. City staff should use discretion and best planning practices if using this table as guide in any approval process.

***Note: exceptions only apply to the extent that they do not contradict any other ordinances such as the Urban Agriculture Ordinance, as an example.



The city has no water features; only Casa Blanca. North Laredo Central Park could be turned into a river walk with an urban recreational lake surrounded by businesses.



Create incentives for job creation, economic development, and alternative land development options (higher and lower density).



Land Uses

Place types and neighborhoods are made up by different land uses in the future land use map. Specified land uses however, are not meant to equate to single-use zoning areas. Rather a land use type in the future land use map describes the overall character of a neighborhood.

Neighborhoods are generally made up of residential and mixed-use designations:

- Low-Density Residential** describes a neighborhood whose character is primarily defined by single-family homes. A diverse range of lot sizes and unit types is encouraged, along with an interconnected network of blocks, streets and public spaces. Denser housing types such as duplexes, fourplexes and small apartment buildings should be designed to fit into the character of a single-family residential neighborhood. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.
- Medium-Density Residential** describes a neighborhood that is primarily residential in character, but includes a full range of range of residential building types. These include single-family homes in small and medium sized lots, attached rowhouses and apartment buildings. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.



Low Density Residential



Medium Density Residential



High Density Residential

- **High-Density Residential** describes a neighborhood whose character is primarily defined by multi-family residential building types, but can also include single family homes in small lots and neighborhood-serving businesses. A diverse range of housing types is encouraged, including attached rowhouses, small and large apartment buildings, courtyard buildings and small mixed-use buildings. Small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should be sited to provide landmarks to the neighborhood.



Neighborhood Mixed-Use

- **Neighborhood Mixed-Use** describes a neighborhood-serving mixed-use district that includes multistory, mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.



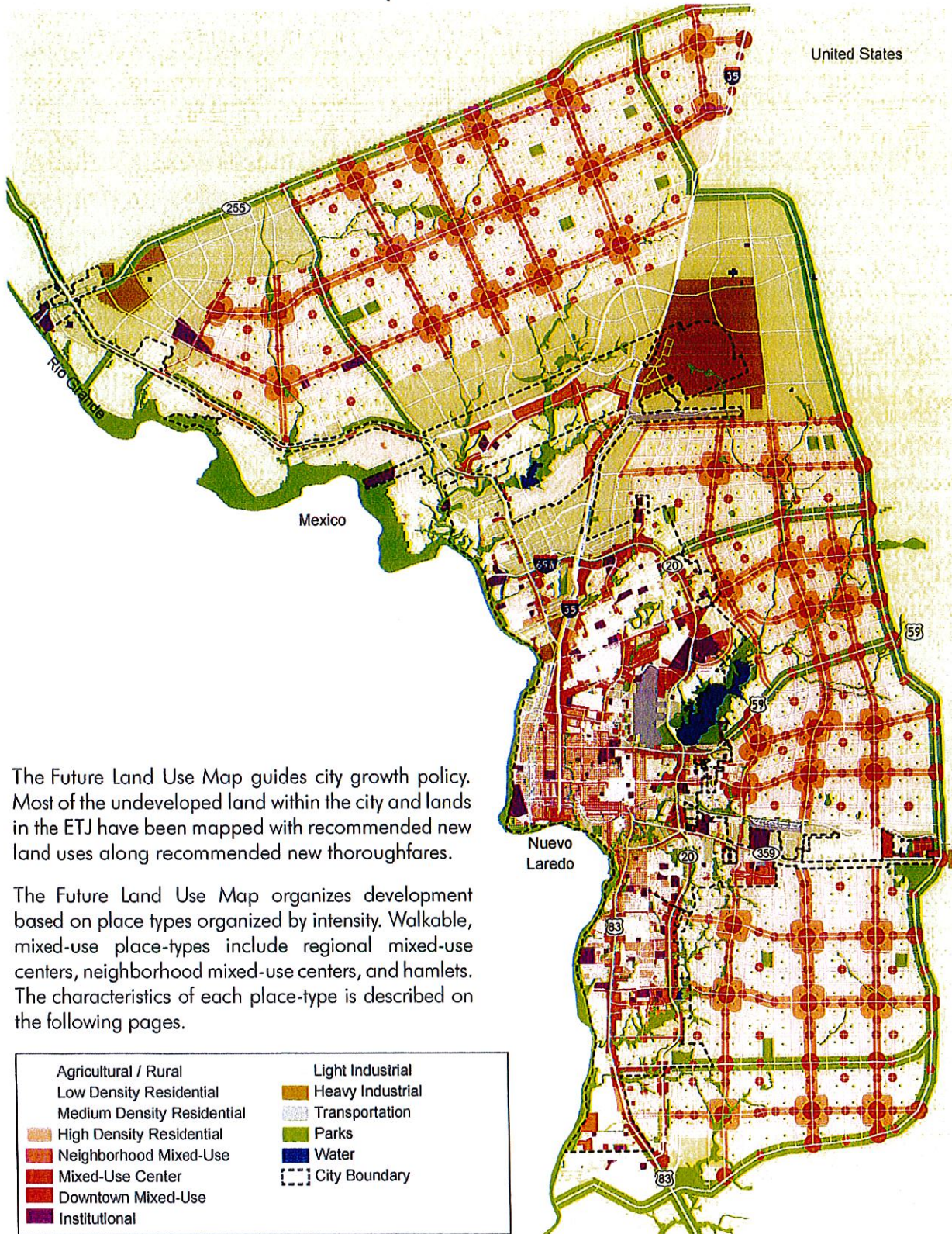
Mixed-Use Center

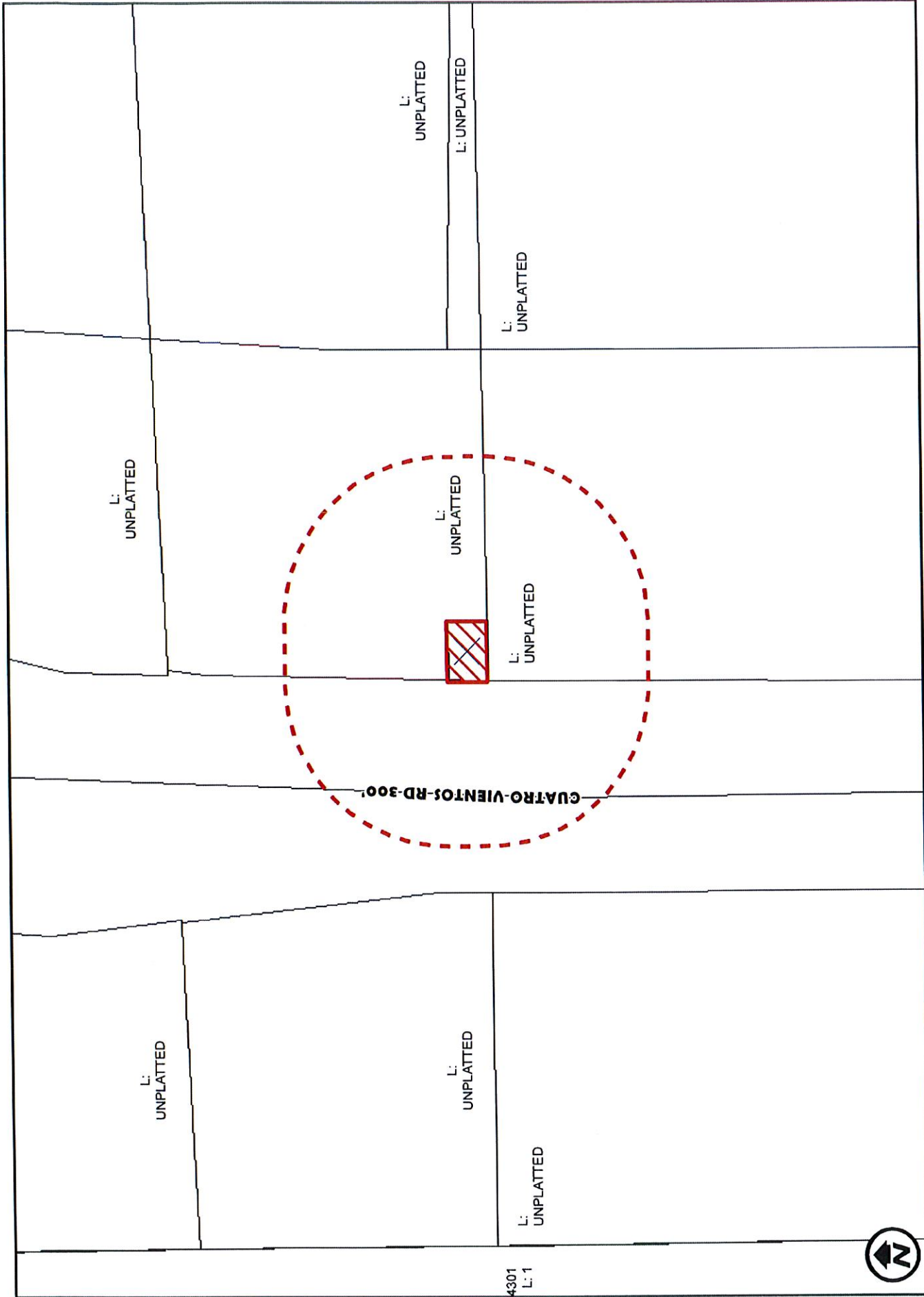
- **Downtown Mixed-Use** describes the most intense urban development in the City of Laredo. Reserved primarily for downtown Laredo, it includes multi-story mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between the downtown and primarily residential neighborhoods. The addition of residential uses on the upper floors of downtown buildings is encouraged as a priority for downtown revitalization.



Downtown Mixed-Use

Future Land Use Map





4301
L: 1



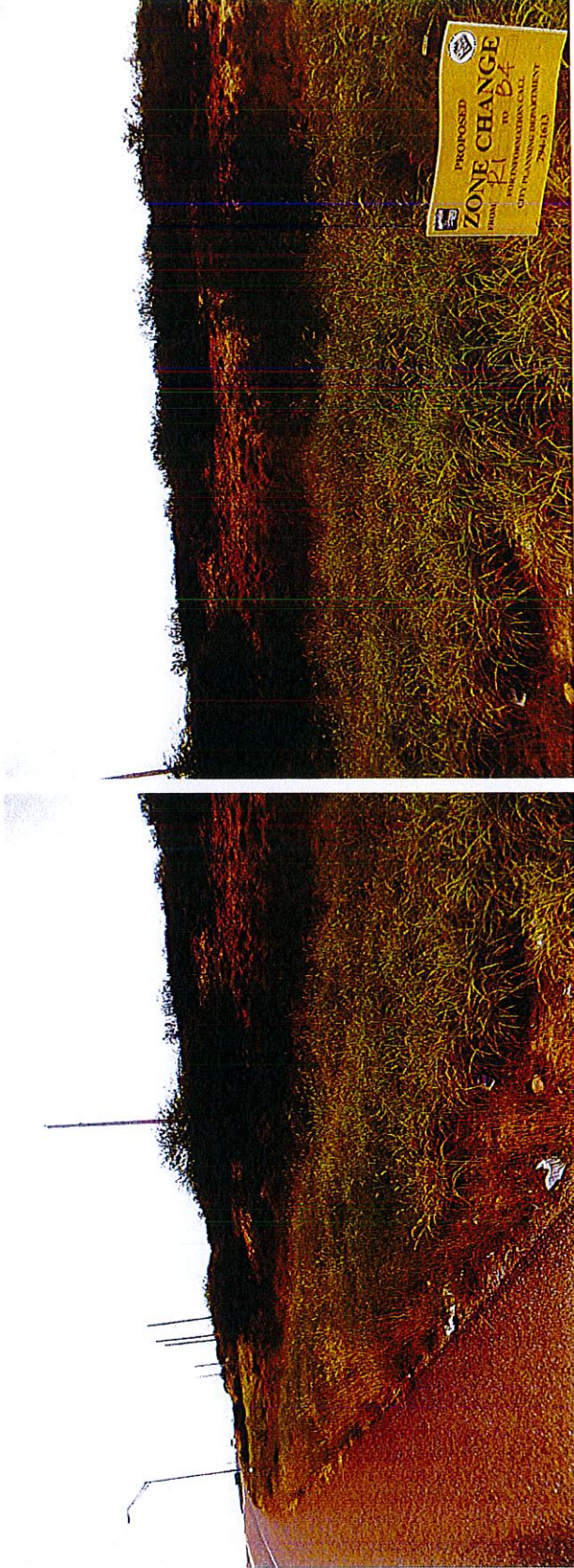
APPLICATION FOR
R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
-> B4 (HIGHWAY COMMERCIAL DISTRICT)

ZC-16-2018
COUNCIL DISTRICT 1
200' NOTIFICATION
1 inch = 150 feet N OF PITA MANGANA & E OF CUATRO VIENTOS

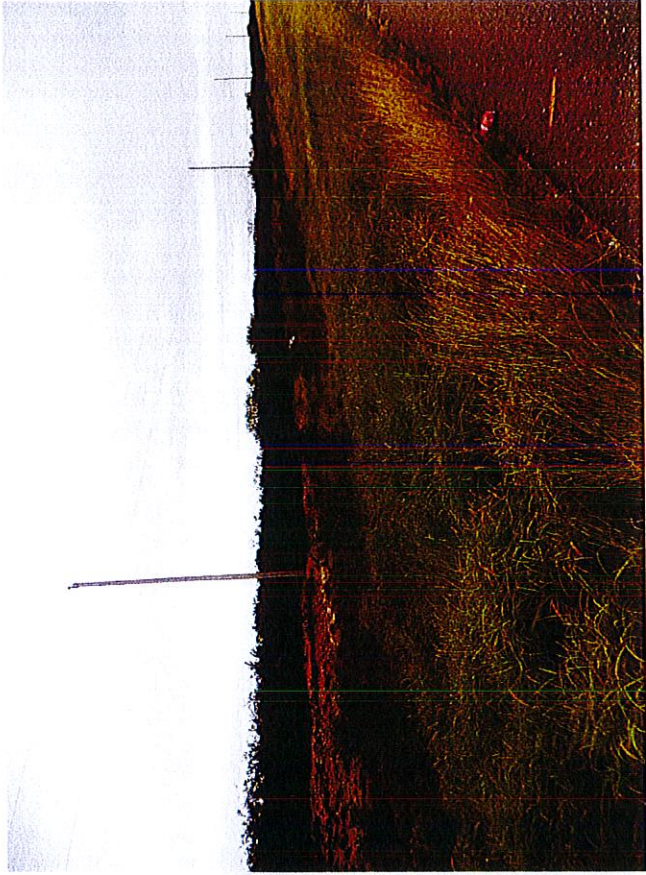
ZC-16-2018
R1 TO B4
NORTH OF PITA MANGANA RD. & EAST OF CUATRO VIENTOS RD.



ZC-16-2018
R1 TO B4
NORTH OF PITA MANGANA RD. & EAST OF CUATRO VIENTOS RD.



ZC-16-2018
R1 TO B4
NORTH OF PITA MANGANA RD. & EAST OF CUATRO VIENTOS RD.



FIELD NOTES**0.084 ACRES****(3,676.486 SQ. FT.)****OUT OF 117.78 ACRES****CITY OF LAREDO, WEBB COUNTY, TEXAS**

BEING A TRACT OF LAND CONTAINING 0.084 ACRES OF LAND, (3,676.486 SQ. FT.) MORE OR LESS, BEING OUT OF THE REMAINING PORTION OF A 117.78 ACRE TRACT, AS SITUATED IN SURVEY 2149, R.H. RAINS, ABSTRACT 594, RECORDED IN VOLUME 2252, PAGES 813-822, OFFICIAL PUBLIC RECORDS, WEBB COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SET 1/2" IRON ROD W/BUE PLASTIC CAP LABELED "PCE 100097-00", THE SOUTHWEST CORNER OF A 117.78 ACRE TRACT, CONVEYED TO 4V HOLDINGS, LTD. AS RECORDED IN VOLUME 2252, PAGES 813-822, OFFICIAL PUBLIC RECORDS, WEBB COUNTY, TEXAS, THE EAST LINE OF CUATRO VIENTOS ROAD (A.K.A. LOOP 20 – VARIABLE WIDTH ROW), THE NORTHWEST CORNER OF THE REMAINING PORTION OF A 1,769.24 ACRE TRACT, CONVEYED TO CALK FAMILY LIMITED PARTNERSHIP NO. 1, AS RECORDED IN VOLUME 1492, PAGES 300-313, DEED RECORDS, WEBB COUNTY, TEXAS, THE SOUTHWEST CORNER HEREOF;

THENCE **NORTH**, AT A DISTANCE OF **50.04 FEET** WITH THE EAST LINE OF SAID CUATRO VIENTOS ROAD (A.K.A. LOOP 20 – VARIABLE WIDTH ROW), THE WEST LINE OF SAID 117.78 ACRE TRACT TO A SET 1/2" IRON ROD W/BUE PLASTIC CAP LABELED "PCE 100097-00", THE NORTHWEST CORNER HEREOF;

THENCE, **N 89° 45' 58" E**, AT A DISTANCE OF **73.37 FEET** OVER AND ACROSS SAID 117.78 ACRE TRACT TO A SET 1/2" IRON ROD W/BUE PLASTIC CAP LABELED "PCE 100097-00", THE NORTHEAST CORNER HEREOF;

THENCE, **S 00° 14' 02" E**, AT A DISTANCE OF **50.04 FEET** OVER AND ACROSS SAID 117.78 ACRE TRACT TO A SET 1/2" IRON ROD W/BUE PLASTIC CAP LABELED "PCE 100097-00" ON THE NORTH LINE OF SAID REMAINING PORTION 1,769.24 ACRE TRACT, THE SOUTHEAST CORNER HEREOF;

THENCE, **S 89° 45' 58" W**, AT A DISTANCE OF **73.57 FEET** WITH THE NORTHLINE OF SAID REMAINING PORTION OF 1,769.24 ACRE TRACT TO THE **POINT OF BEGINNING**, AND CONTAINING 0.084 ACRES OF LAND, (3,676.486 SQ. FT.) MORE OR LESS,

BASIS OF BEARING

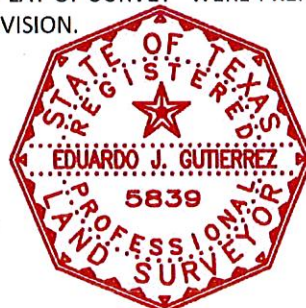
DATUM BASED ON TEXAS STATE PLANE COORDINATES SYSTEM. NAD83 SOUTH ZONE, NAVD 88, ELEVATIONS MSL (MEAN SEA LEVEL), DERIVED FROM GPS OBSERVATIONS TIED TO CORS CONTROL "BASE_1" AT: X=665805.806, Y=17092557.087.

SURVEYOR'S CERTIFICATE

STATE OF TEXAS:
COUNTY OF WEBB:

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE FOREGOING "FIELD NOTES" AND ATTACHED "PLAT OF SURVEY" WERE PREPARED FROM AN ACTUAL SURVEY OF THE SUBJECT PROPERTY ON THE GROUND UNDER MY SUPERVISION.


EDUARDO J. GUTIERREZ, R.P.L.S. No. 5839



10-17-17

Date:

Exhibit A



CUATRO VIENTOS ROAD
A.K.A. LOOP 20
(VARIABLE WIDTH R.O.W.)
VOL. 2715, PG. 569-576
O.P.R.W.C.T.

117.78 ACRES
4V HOLDINGS LTD
VOL. 2252, PG. 813-822
O.P.R.W.C.T.

0.084 ACRES

P.O.B.

VOL. 2755, PG. 378-393
O.P.R.W.C.T.

REMAINING PORTION OF 1769.24 ACRES
CALK FAMILY LIMITED PARTNERSHIP NO. 1
VOL. 1492, PG. 300-313
D.R.W.C.T.

REVISIONS	
DATE	DETAILS

LEGEND			
	PROPERTY LINE	o SIR	SET IRON ROD*
	RD CENTERLINE	o FIR	FOUND IRON ROD
	EASEMENT	o FC	FENCE CORNER
	BLDG. SETBACK	o PK	PK NAIL FOUND
	BLDG. STRUCT.	o MAG	MAG NAIL FOUND
	LOT LINE	o RR	RR SPIKE FOUND
	WOOD FENCE	-<->-	CHAINLINK FENCE
	BLOCK WALL	-x-	BARBWIRE FENCE

Line Table		
Line #	Direction	Length
L1	NORTH	50.04'
L2	N89° 45' 58"E	73.37'
L3	S00° 14' 02"E	50.04'
L4	S89° 45' 58"W	73.57'

*SET 1/2" IRON ROD WITH BLUE PLASTIC CAP LABELED "PCE 100097-00"

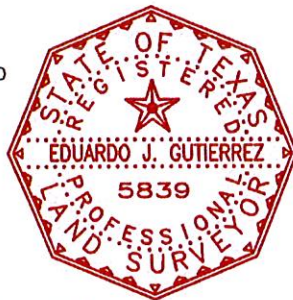
NOTE:

1. THIS WORK DOES NOT REPRESENT A CHAIN OF TITLE EXAMINATION. SURFACE/MINERAL FEE IN EITHER SUBJECT AND/OR ADJACENT TRACTS MAY NOT BE CURRENT AND/OR HISTORICALLY CORRECT AND IS SHOWN FOR INFORMATIONAL PURPOSES ONLY.

BASIS OF BEARING

THIS SURVEY IS DERIVED FROM GPS KINEMATIC OBSERVATIONS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH ZONE, NAD-83, AND TIED TO CORS CONTROL "BASE_1" AT:
X=665805.806, Y=17092557.087

(CALLS IN PARENTHESIS FROM RECORDED PLAT CORNERS)



CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT THE FOREGOING PLAT OF SURVEY WAS PREPARED FROM AN ACTUAL SURVEY OF THE SUBJECT PROPERTY ON THE GROUND UNDER MY SUPERVISION.

Eduardo J. Gutierrez
EDUARDO J. GUTIERREZ, R.P.L.S. No 5839

10-17-17
DATE

THIS SURVEY IS VALID ONLY WITH ORIGINAL SEAL IN RED INK
ENGINEERING REGISTRATION No. F-8019 SURVEY REGISTRATION No. 100097-00

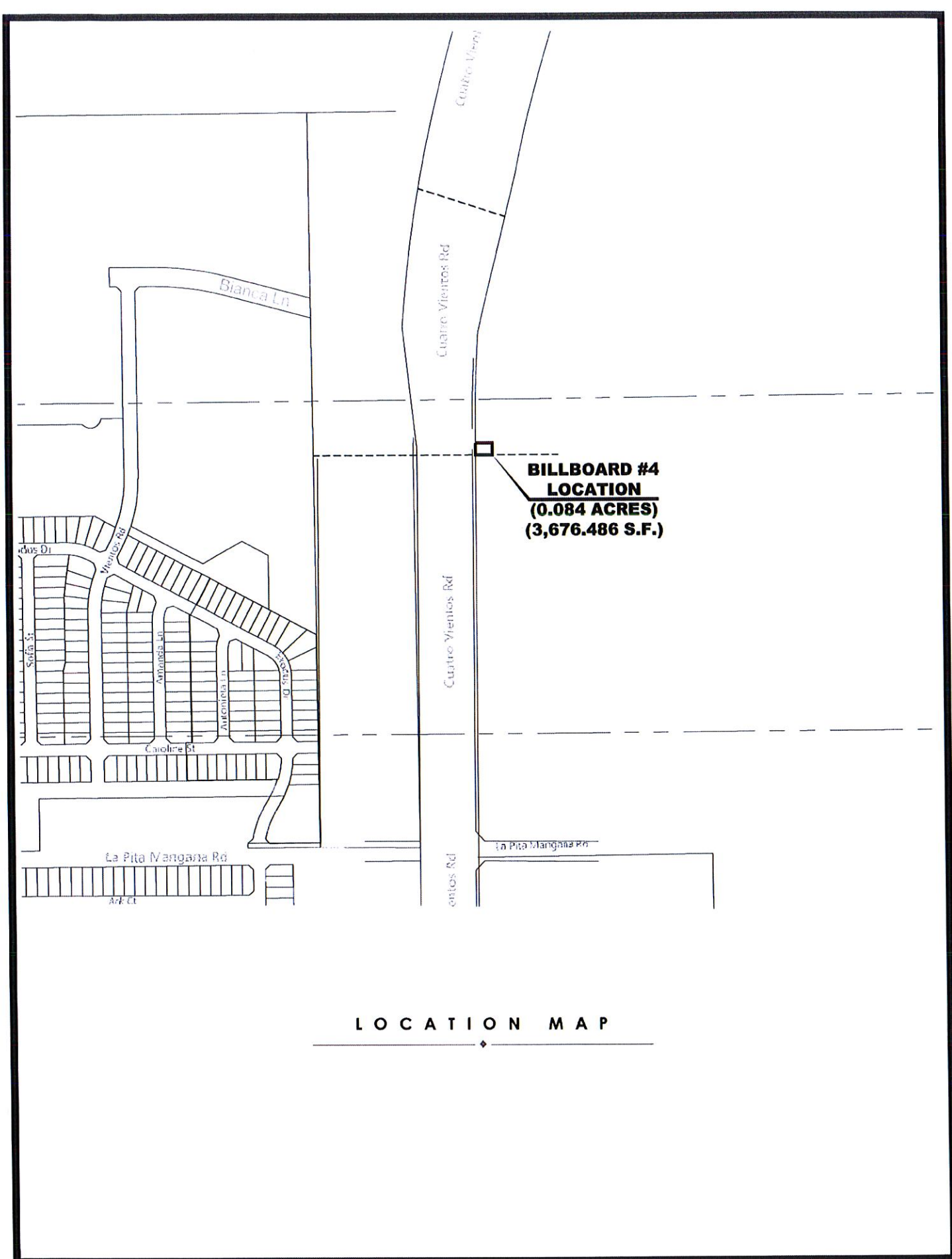
LEGAL DESCRIPTION

BEING A TRACT OF LAND CONTAINING 0.084 ACRES OF LAND, (3,676.486 SQ. FT.) MORE OR LESS, BEING OUT OF THE REMAINING PORTION OF A 117.78 ACRE TRACT, AS SITUATED IN SURVEY 2149, R.H. RAINS, ABSTRACT 594, RECORDED IN VOLUME 2252, PAGES 813-822, OFFICIAL PUBLIC RECORDS, WEBB COUNTY, TEXAS

DRAWN BY:	J.A.T.	SCALE:	1"=50'
CHECKED BY:	A.X.C.	JOB #:	11225-17
APPROVED BY:	E.J.G.	FILE NAME:	11225-17 Lomas...Billboard.dwg
FIELD DATE:	VARIOUS	SHEET:	2 OF 2



1302 CALLE DEL NORTE, SUITE 2
LAREDO, TEXAS 78041
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LAND DEVELOPMENT • PLANNING • WATER • WASTEWATER • TRANSPORTATION • SURVEYING



**BILLBOARD #4
LOCATION
(0.084 ACRES)
(3,676.486 S.F.)**

LOCATION MAP

City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Cynthia Collazo, Deputy City Manager

Initiated By: 4V Holdings, Ltd., Robert D. Hachar/Owner; Premier Engineering/Surveying, Applicant/Representative.

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately .084 acres, as further described by metes and bounds in attached Exhibit "A", located at South of Lomas del Sur Blvd., and West of Cuatro Vientos Rd., from R-1 (Single Family Residential District) to B-4 (Highway Commercial District); providing for publication and effective date.

Staff supports the application and Planning & Zoning Commission recommends approval of the zone change.

ZC-18-2018

District I

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: I – The Honorable Rudy Gonzalez, Jr.

Proposed use: Billboard # 3

Site: The site is currently raw undeveloped land.

Surrounding land uses: North, south east and west of the property is vacant undeveloped land.

Comprehensive Plan: The Future Land Use Map recognizes this area as a Neighborhood Mixed-Use.

Transportation Plan: The Long Range Thoroughfare Plan identifies Cuatro Vientos Rd., as an Expressway and Lomas del Sur as a Major Collector Planned.

Letters sent to surrounding property owners: 2

In Favor: 0

Opposed: 0

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 8 to 0 vote, recommended approval of the zone change.

STAFF RECOMMENDATION

Staff supports the proposed zone change.

STAFF COMMENTS

The proposed zone change is appropriate at this location for the following reasons:

1. The property complies with the B-4 zoning location, (by an Expressway) and complies with the required Lot size for the proposed Billboard use. Lot size is 3,676.486 SF, and fronts Cuatro Vientos Rd.
2. The proposed B-4 District is in conformance with the Comprehensive Plan's designation of this area as Neighborhood Mixed-Use. The proposed billboard will not impact the uses in the area, since there is raw, undeveloped land with direct access from Cuatro Vientos Rd.

IMPACT ANALYSIS

B-4 (Highway Commercial District): The purpose of the B-4 District (Highway Commercial District) is to provide for those businesses and services serving a regional area which are to be located primarily along principal (major) arterial streets or the freeway, as classified in the Transportation Plan of the City of Laredo. It is intended for this zoning classification to exist primarily along principal arterial streets or the freeway and to impose site development regulations to ensure adequate access of all uses within this classification.

Is this change contrary to the established land use pattern?

No. There is no established land use pattern. This area is raw undeveloped land.

Would this change create an isolated zoning district unrelated to surrounding districts?

Yes. There is no B-4 zoning district in the area.

Will change adversely influence living conditions in the neighborhood?

No. The proposed use won't impact negatively the existing conditions in the area, and fronting the Expressway, can hold the heavy traffic for a future commercial corridor.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?

Yes. The existing R-1 (Single Family Residential District) does not allow for Billboard

use.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance 2018-O-

ZC-18-2018-Council, Maps, Pictures, Exhibit

ORDINANCE NO. 2018-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATYELY .084 ACRES AS FURTHER DESCRIBED BY METES AND BOUNDS IN EXHIBIT A, LOCATED AT SOUTH OF LOMAS DEL SUR BLVD., AND WEST OF CUATRO VIENTOS RD., FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of .084 acres as further described by Metes and Bounds in Exhibit A, located at South of Lomas del Sur Blvd., and West of Cuatro Vientos Rd., from R-1 (Single Family Residential District) to B-4 (Highway Commercial District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on December 07, 2017; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended Approval of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on January 16, 2018, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning, .084 acres as further described by Metes and Bounds in Exhibit A, located at., South

of Lomas del Sur Blvd., and West of Cuatro Vientos Rd., from R-1 (Single Family Residential District) to B-4 (Highway Commercial District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2018.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

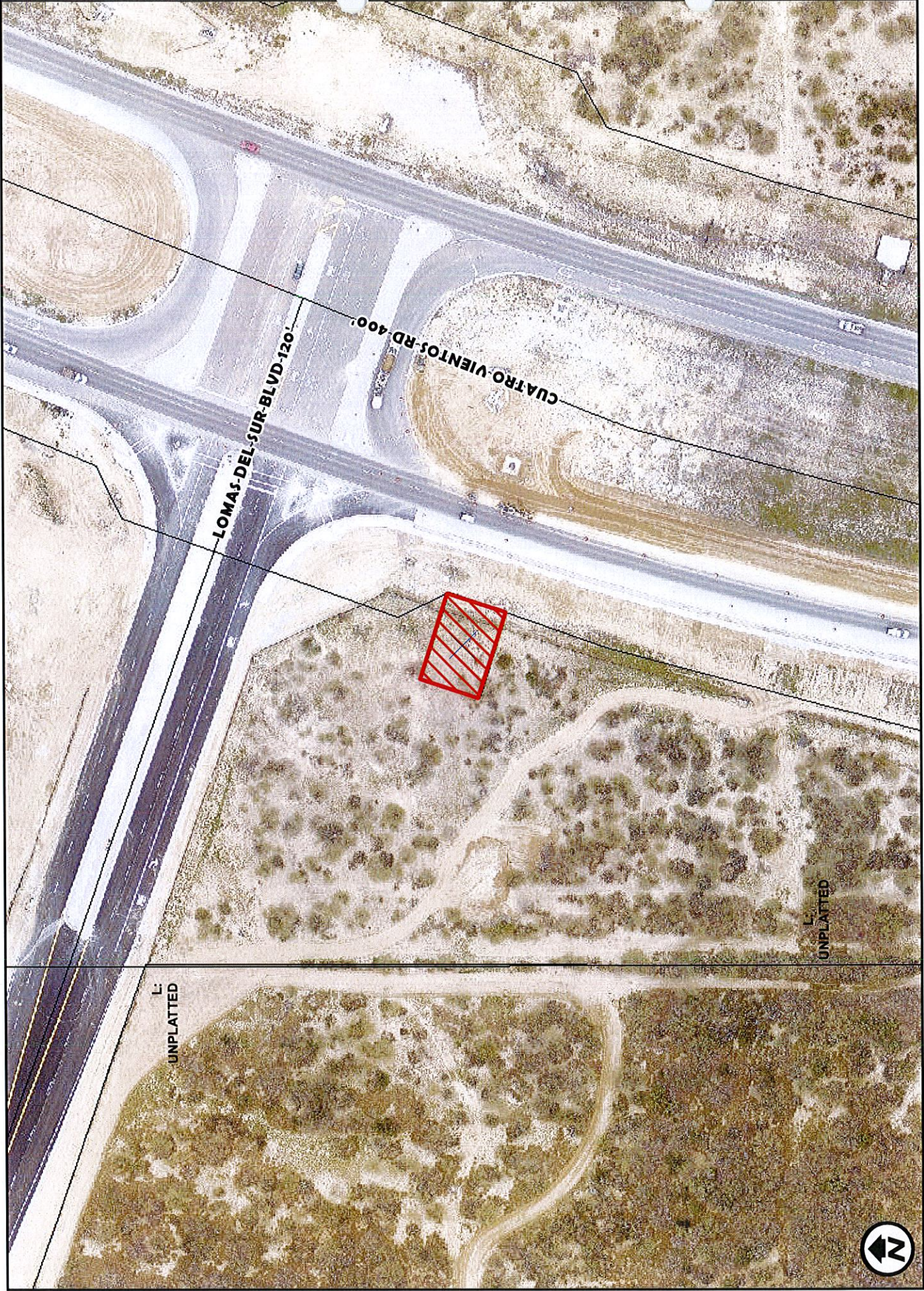
APPROVED AS TO FORM:

KRISTINA K. LAUREL HALE
CITY ATTORNEY

Section 28-38.e Permitted Sign Dimensions – Off-Premise Signs

Permitted Sign Dimensions OFF-PREMISE SIGNS										
Permit Required	Def. No.	ROADWAY CLASSIFICATION	NON-RESIDENTIAL DISTRICTS							
			B-1	B-1R	CBD/AE	B-3	B-4	M-1	M-2	MXD
		OFF-PREMISE FREESTANDING (DENOTING SIGN AREA IN SQ FT)								
Y	1, 4, 6	FREEWAY			672	672	672	672	672	
Y	2, 4, 6	EXPRESSWAY			672	672	672	672	672	
Y	3, 5, 6	INDUSTRIAL COLLECTOR	72•			242	242	382	382	
Y	3, 5, 6	MAJOR ARTERIAL	72•			242	242	382	382	
Y	3, 5, 6	MODIFIED MAJOR ARTERIAL	72•			242	242	382	382	
		SETBACK FROM PROPERTY LINE (IN FEET)			10	10	10	10	10	
		ILLUMINATION ALLOWED			Y	Y	Y	Y	Y	
		MAXIMUM ALLOWANCE FOR CUT-OUTS (AS PERCENTAGE OF SIGN FACE)			20	20	20	20	20	
		MAXIMUM DISTANCE FROM SIGN FACE FOR PROJECTING SIGNS (IN INCHES)			42	42	42	42	42	

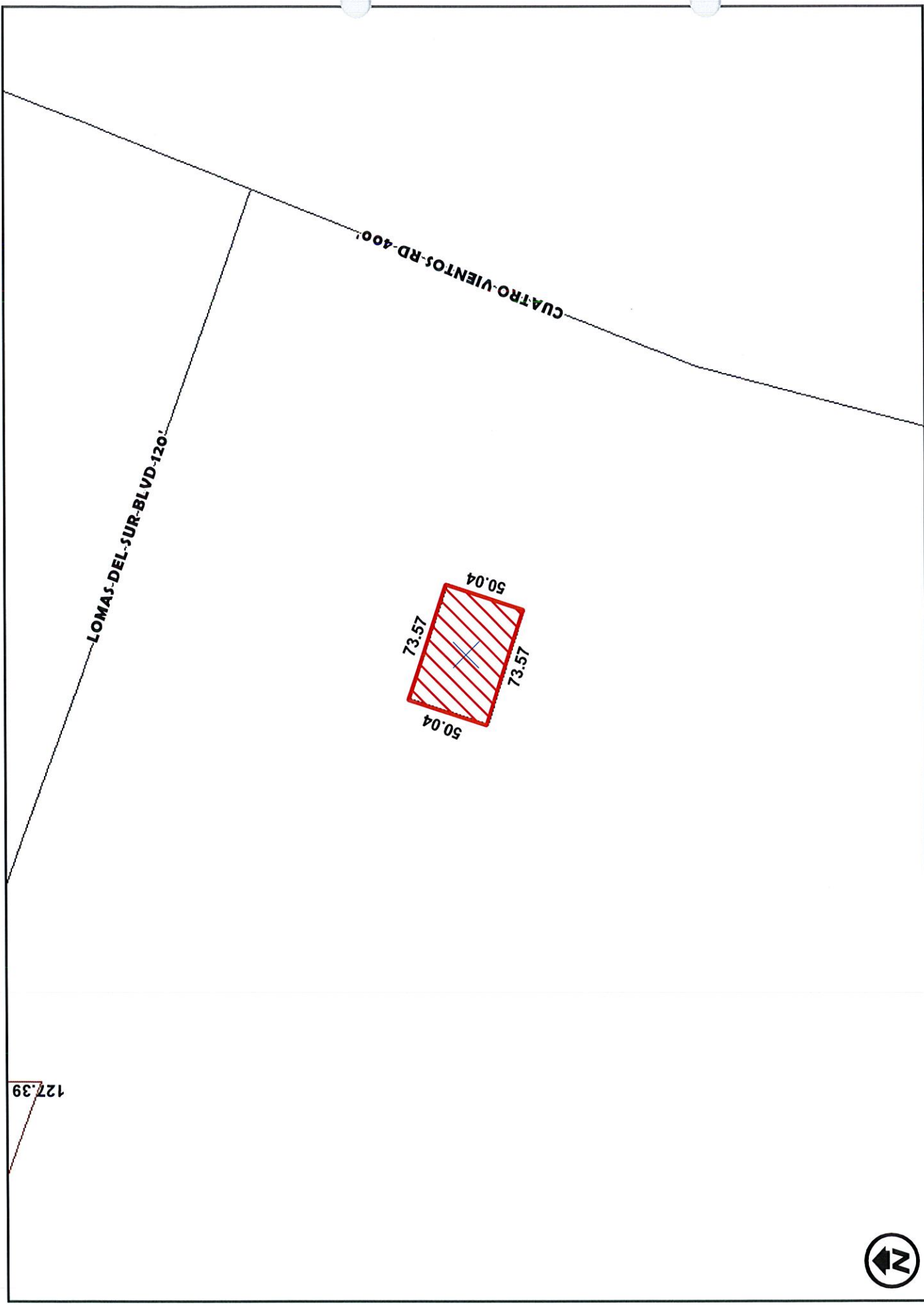
DEFINITIONS:	
1.	Minimum spacing between off-premise signs: one thousand five hundred (1500) feet as measured <i>along</i> corridor.
2.	Minimum spacing between off-premise signs:
A.	One thousand (1000) feet to be measured along the corridor
B.	Two hundred fifty (250) radial feet measured from sign pole to sign pole (intersecting roadway)
3.	Minimum spacing between off-premise signs:
A.	One thousand (1000) feet to be measured along <i>and across</i> the corridor
B.	Two hundred fifty (250) radial feet measured from sign pole to sign pole (intersecting roadway)
4.	Maximum H.A.G.L. thirty-five (35) feet from highway grade; fifty (50) feet at overpass.
5.	Maximum H.A.G.L. thirty-five (35) feet from street grade, seventy-two (72) square foot signs on major arterials: twelve (12) feet at overpasses.
6.	Digital signs are allowed in zones of B-3 and above, subject to spacing of one thousand five hundred (1500) feet along and/or across (radial) from another digital sign <i>facing the same direction</i> .
•	Dimensions applicable to replacement and relocated signs ONLY. No additional signs are authorized in B-1 (Limited Business Zoning Districts).
NOTE: H.A.G.L. = Height in feet to base of sign face; clear clearance.	



APPLICATION FOR
R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
-> B4 (HIGHWAY COMMERCIAL DISTRICT)

ZC-18-2018
COUNCIL DISTRICT 1
S OF LOMAS DEL SUR BLVD & W OF CUATRO VIENTOS
AERIAL MAP
1 inch = 100 feet





127.39

LOMAS DEL SUR BLVD 120'

CUATRO VIENTOS RD 400'

73.57
50.04
73.57
50.04

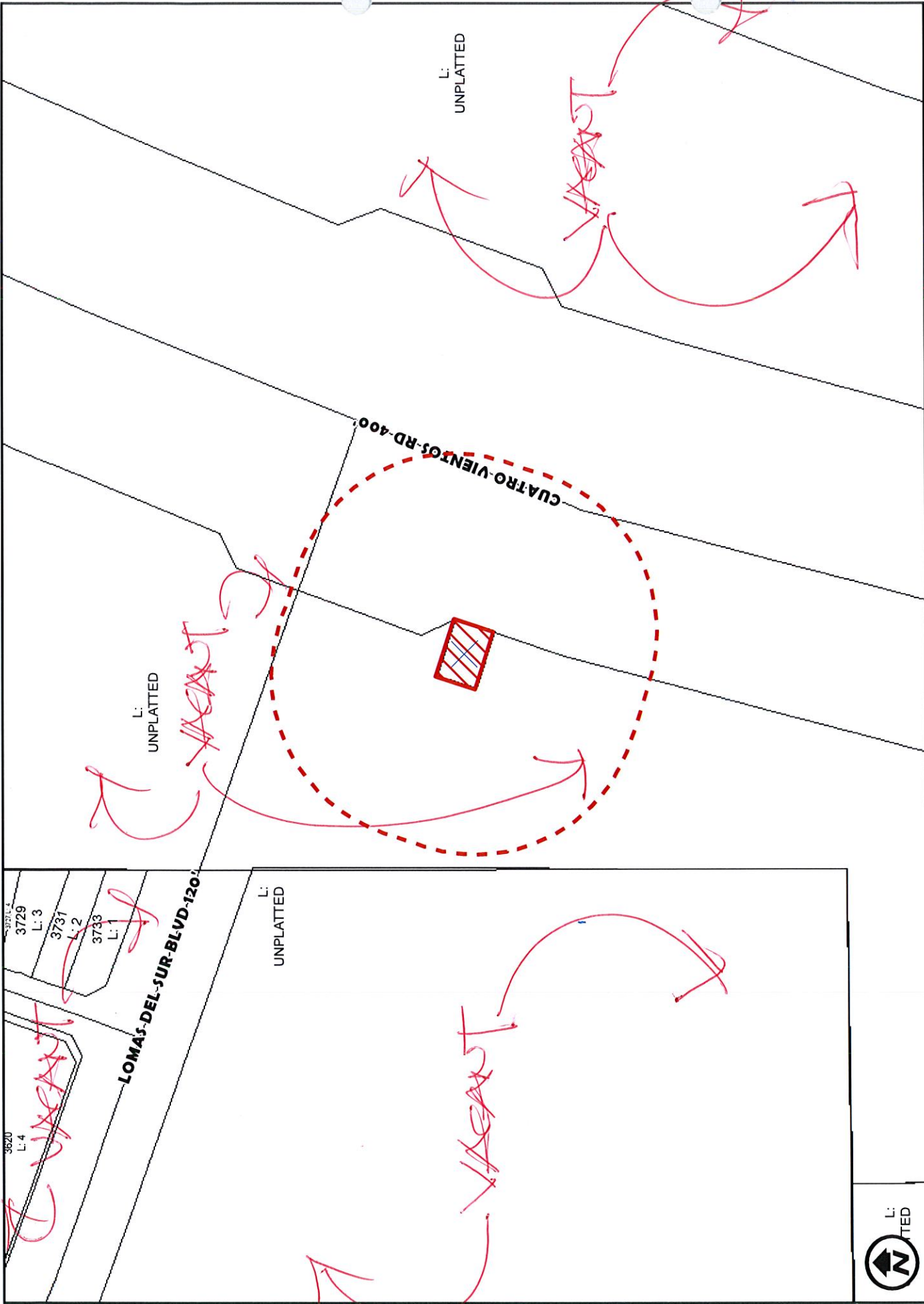


APPLICATION FOR
R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
-> B4 (HIGHWAY COMMERCIAL DISTRICT)

ZC-18-2018
COUNCIL DISTRICT 1
S OF LOMAS DEL SUR BLVD & W OF CUATRO VIENTOS

DIMENSIONS MAP

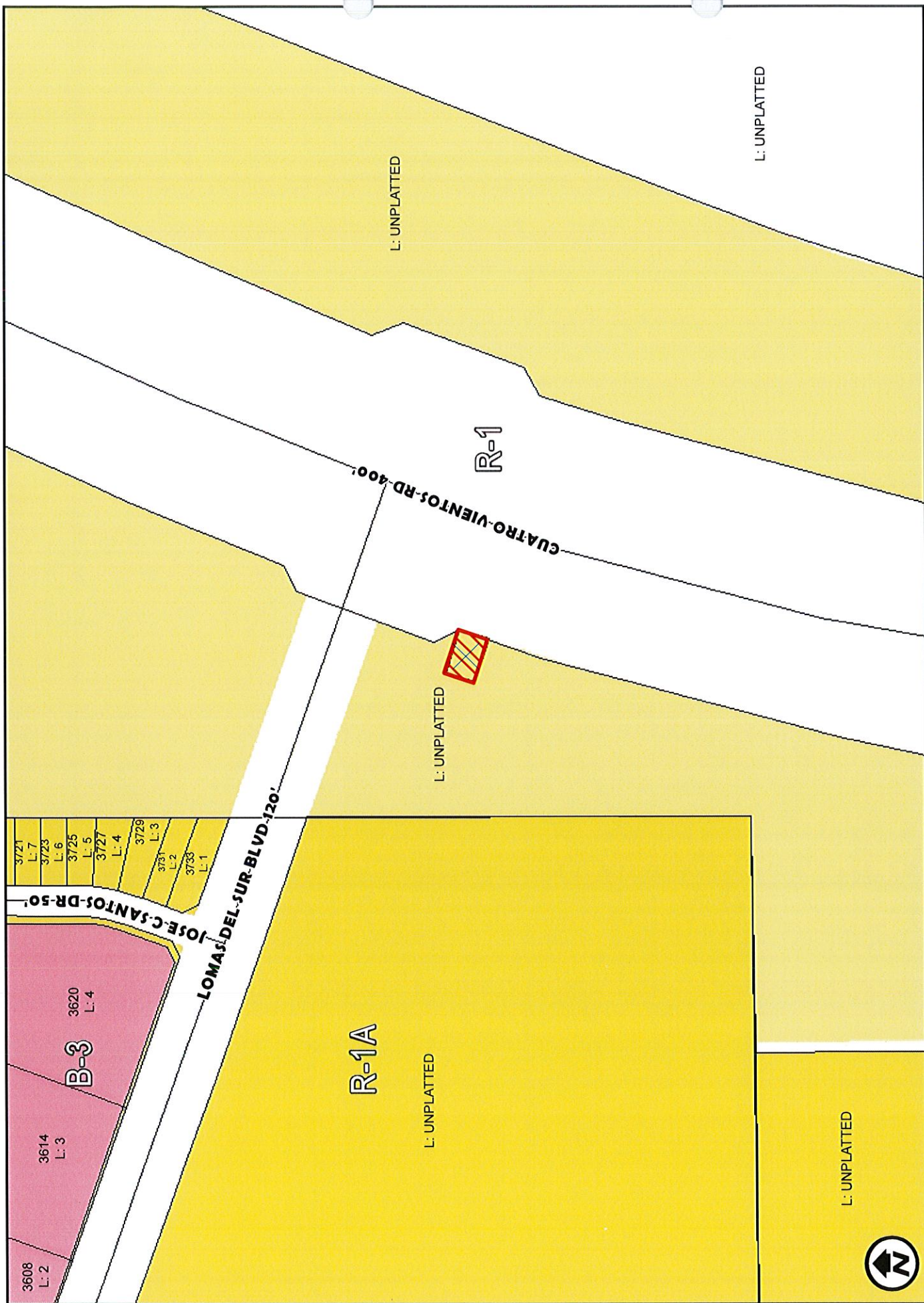
1 inch = 75 feet



APPLICATION FOR
 R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
 -> B4 (HIGHWAY COMMERCIAL DISTRICT)

ZC-18-2018
 COUNCIL DISTRICT 1
 200' NOTIFICATION
 1 inch = 150 feet S OF LOMAS DEL SUR BLVD & W OF CUATRO VIENTOS

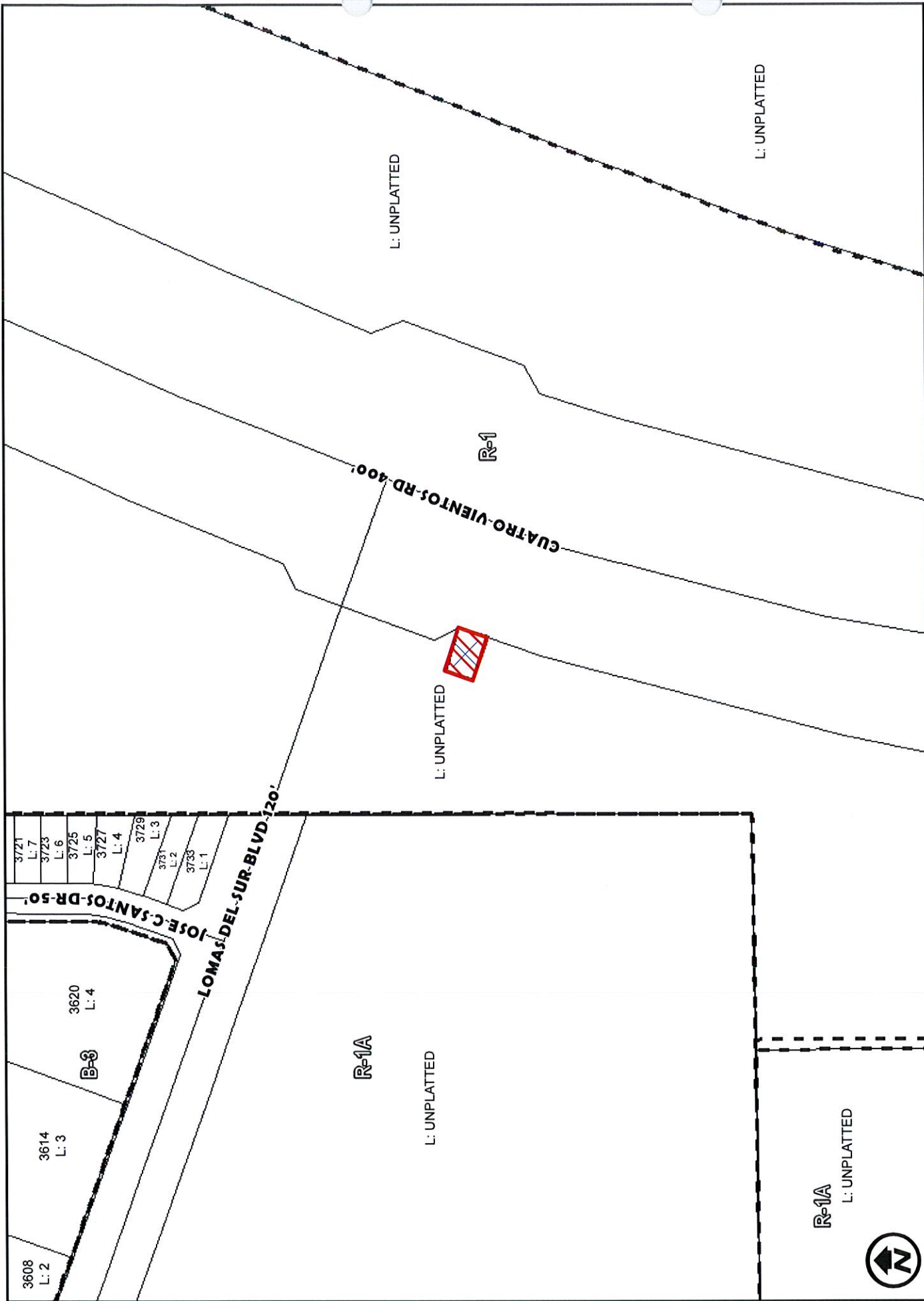




APPLICATION FOR
 R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
 -> B4 (HIGHWAY COMMERCIAL DISTRICT)

ZC-18-2018
 COUNCIL DISTRICT 1
 S OF LOMAS DEL SUR BLVD & W OF CUATRO VIENTOS
 1 inch = 200 feet

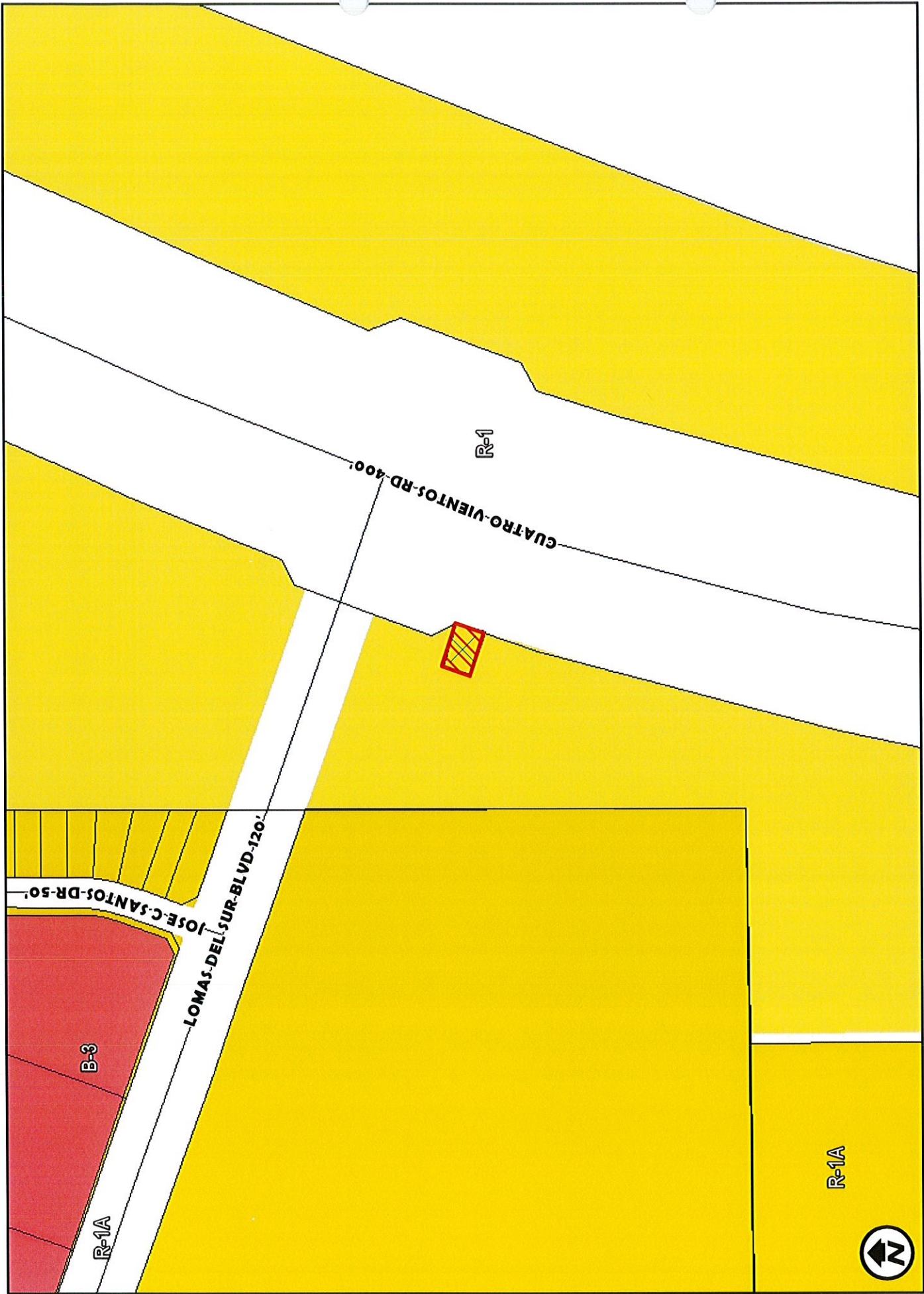




APPLICATION FOR
 R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
 -> B4 (HIGHWAY COMMERCIAL DISTRICT)

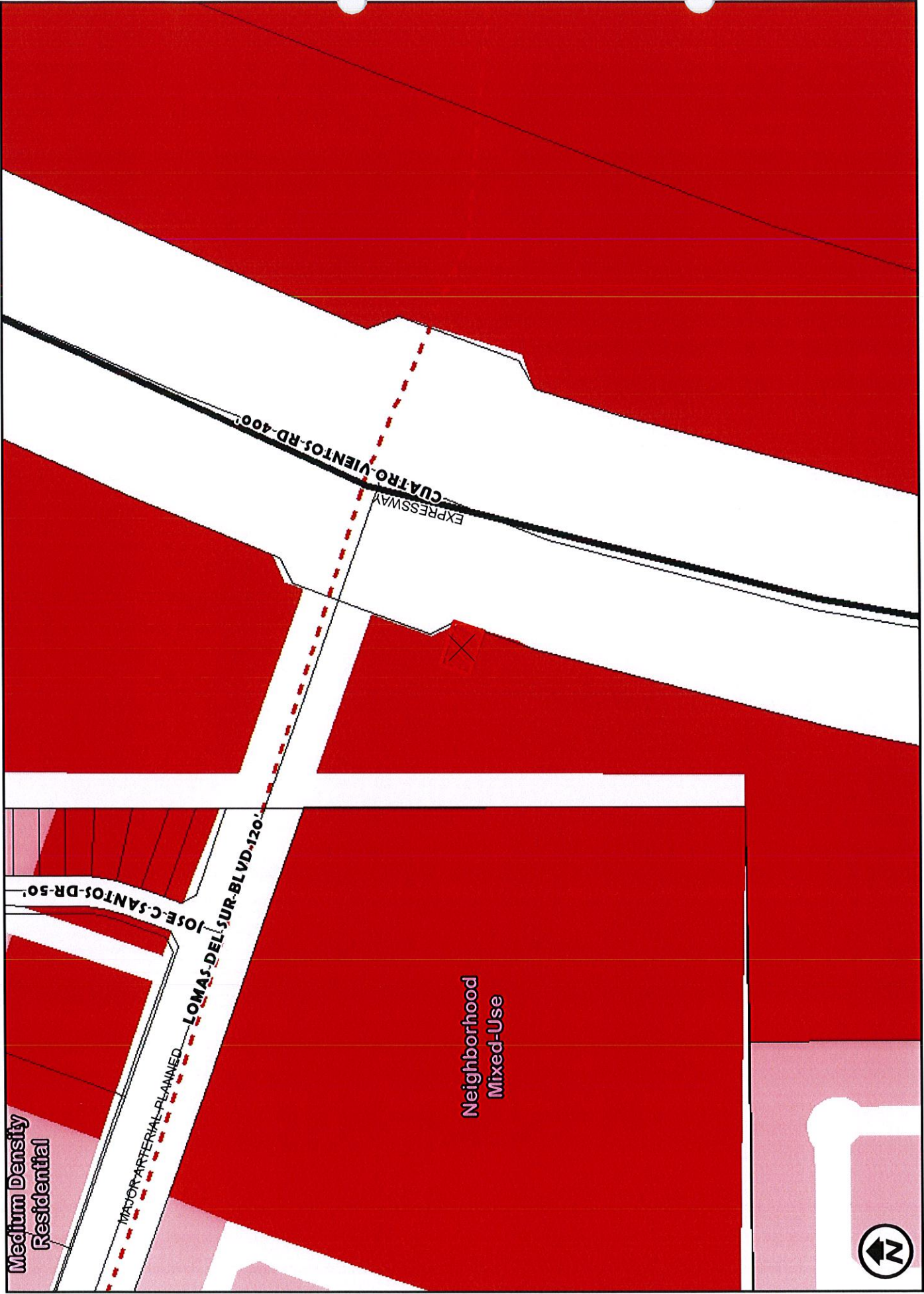
ZC-18-2018
 COUNCIL DISTRICT 1
 ZONING MAP S OF LOMAS DEL SUR BLVD & W OF CUATRO VIENTOS
 1 inch = 200 feet





APPLICATION FOR
 R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
 -> B4 (HIGHWAY COMMERCIAL DISTRICT)

ZC-18-2018
 ZONING OVERVIEW COUNCIL DISTRICT 1
 1 inch = 200 feet S OF LOMAS DEL SUR BLVD & W OF CUATRO VIENTOS



Medium Density Residential













Neighborhood Mixed-Use



APPLICATION FOR
 R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
 -> B4 (HIGHWAY COMMERCIAL DISTRICT)

ZC-18-2018
 FUTURE LANDUSE MAP COUNCIL DISTRICT 1
 1 inch = 200 feet S OF LOMAS DEL SUR BLVD & W OF CUATRO VIENTOS

Land Use Equivalents Chart

New Land Use Types	Current Zoning Groups
 Agricultural / Rural	AG
 Low Density Residential	R-1, R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions *
 Medium Density Residential	R-1, R-O, R-2, B-1R, R1-B, Small format market
 High Density Residential	R-3, R-2, B-1R, B-1, R-O
 Neighborhood Mixed-Use	ALL EXCEPT M-1, M-2, B-4, AH, AN, FH, OG, FiH
 Mixed-Use Center	ALL EXCEPT, M-1, M-2, AH, AN, FH, OG. B4 allowed with exceptions**
 Downtown Mixed-Use	CBD, R-1, R-2, R-3, R-1B, R-1A, R-O, AE
 Institutional	CF, MF
 Light Industrial	M-1, B-4, B-3
 Heavy Industrial	M-1, M-2, B-4, B-3, FiH
 Transportation	AH, AN
 Parks	

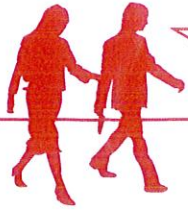
* RO within a Low Density Residential is allowed with the exception of restaurants.

** Land uses allowed under a B4 are allowed with the exception of the following uses***:

- Farms, General (Crops & Livestock)
- Farms, General (Livestock/Ranch)
- Bulk Grain And/Or Feed Storage
- Veterinarian (Outdoor Animal Confinement)
- Stables (Private, Principle Use)
- Stables (Private, Accessory Use)
- Stables (Commercial)
- Auto Wrecker Service
- Inoperable Vehicle Holding Yard
- Jail
- Halfway House
- Scrap/Waste Recycle Collection
- Zoo
- Horse Training Facility
- Amusement Redemption Machine Establishment
- Auto Impound Yards
- Auto Salvage Yards
- Transit and Maintenance Vehicle Equipment Facility
- Collection Container

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The city has no water features; only Casa Blanca. North Laredo Central Park could be turned into a river walk with an urban recreational lake surrounded by businesses.



Create incentives for job creation, economic development, and alternative land development options (higher and lower density).



Land Uses

Place types and neighborhoods are made up by different land uses in the future land use map. Specified land uses however, are not meant to equate to single-use zoning areas. Rather a land use type in the future land use map describes the overall character of a neighborhood.

Neighborhoods are generally made up of residential and mixed-use designations:

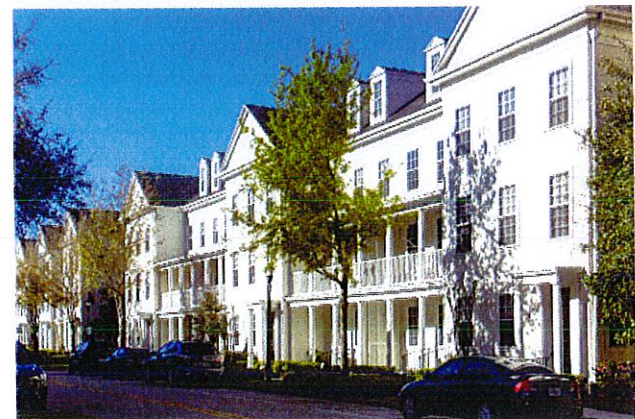
- Low-Density Residential** describes a neighborhood whose character is primarily defined by single-family homes. A diverse range of lot sizes and unit types is encouraged, along with an interconnected network of blocks, streets and public spaces. Denser housing types such as duplexes, fourplexes and small apartment buildings should be designed to fit into the character of a single-family residential neighborhood. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.
- Medium-Density Residential** describes a neighborhood that is primarily residential in character, but includes a full range of range of residential building types. These include single-family homes in small and medium sized lots, attached rowhouses and apartment buildings. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.



Low Density Residential

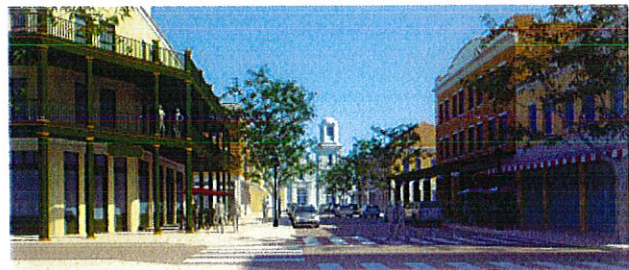


Medium Density Residential



High Density Residential

- **High-Density Residential** describes a neighborhood whose character is primarily defined by multi-family residential building types, but can also include single family homes in small lots and neighborhood-serving businesses. A diverse range of housing types is encouraged, including attached rowhouses, small and large apartment buildings, courtyard buildings and small mixed-use buildings. Small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should be sited to provide landmarks to the neighborhood.



Neighborhood Mixed-Use

- **Neighborhood Mixed-Use** describes a neighborhood-serving mixed-use district that includes multistory, mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.



Mixed-Use Center

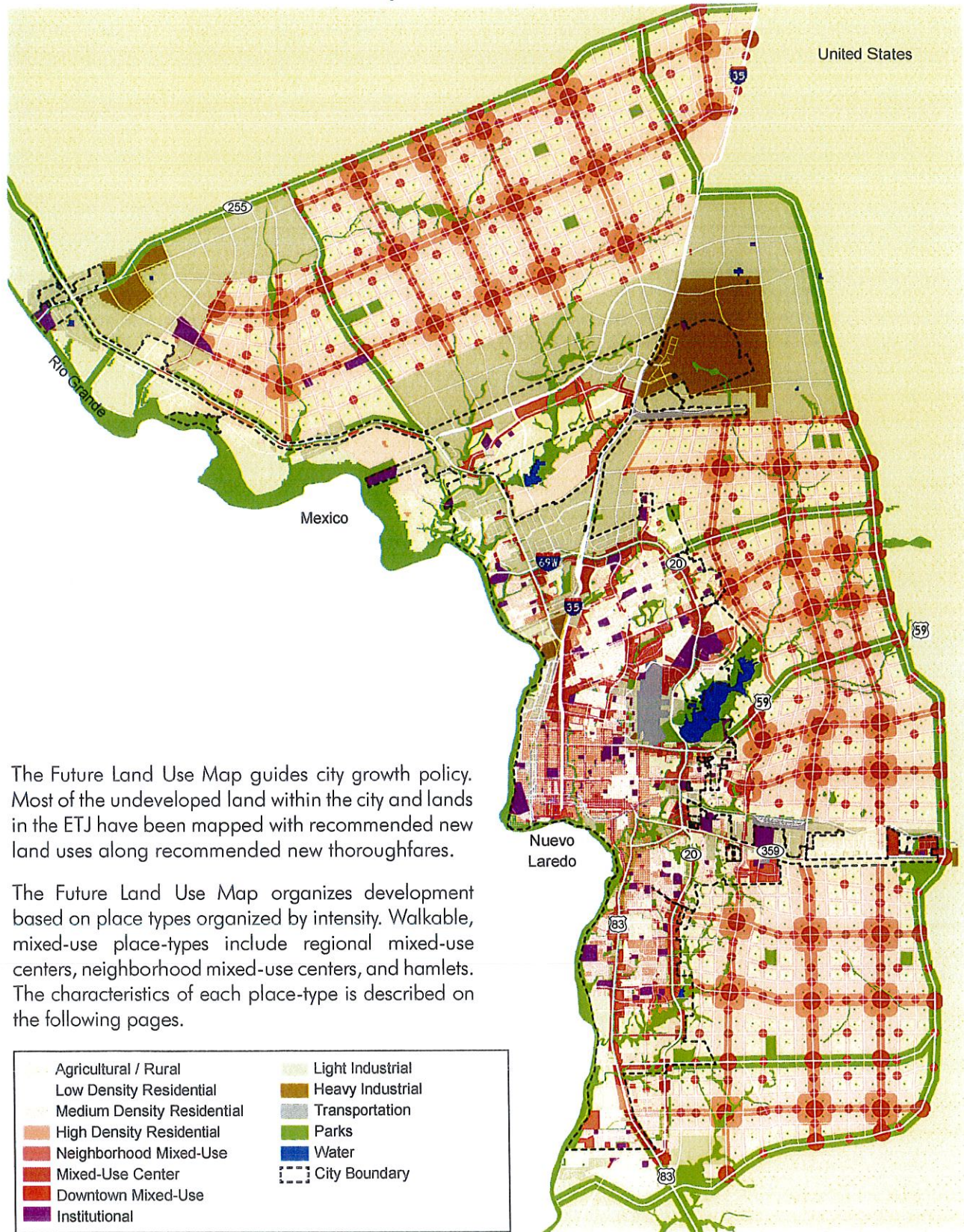
- **Mixed-Use Center** describes a mixed-use center that includes multistory, mixed-use buildings with commercial, office and residential uses. Regional or neighborhood oriented shopping areas are encouraged as a primary feature. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

- **Downtown Mixed-Use** describes the most intense urban development in the City of Laredo. Reserved primarily for downtown Laredo, it includes multi-story mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between the downtown and primarily residential neighborhoods. The addition of residential uses on the upper floors of downtown buildings is encouraged as a priority for downtown revitalization.



Downtown Mixed-Use

Future Land Use Map



The Future Land Use Map guides city growth policy. Most of the undeveloped land within the city and lands in the ETJ have been mapped with recommended new land uses along recommended new thoroughfares.

The Future Land Use Map organizes development based on place types organized by intensity. Walkable, mixed-use place-types include regional mixed-use centers, neighborhood mixed-use centers, and hamlets. The characteristics of each place-type is described on the following pages.

ZC-18-2018
R1 TO B4

SOUTH OF LOMAS DEL SUR BLVD. AND WEST OF CUATRO VIENTOS RD.



ZC-18-2018
R1 TO B4

SOUTH OF LOMAS DEL SUR BLVD. AND WEST OF CUATRO VIENTOS RD.



ZC-18-2018
R1 TO B4

SOUTH OF LOMAS DEL SUR BLVD. AND WEST OF CUATRO VIENTOS RD.



ZC-18-2018
R1 TO B4

SOUTH OF LOMAS DEL SUR BLVD. AND WEST OF CUATRO VIENTOS RD.



FIELD NOTES
0.084 ACRES
(3,679.836 SQ. FT.)
OUT OF 117.78 ACRES
CITY OF LAREDO, WEBB COUNTY, TEXAS

BEING A TRACT OF LAND CONTAINING 0.084 ACRES OF LAND, (3,679.836 SQ. FT.) MORE OR LESS, BEING OUT OF THE REMAINING PORTION OF A 117.78 ACRE TRACT, AS SITUATED IN PORCION 35, JOSE MIGUEL DIAZ, ORIGINAL GRANTEE, ABSTRACT 546, RECORDED IN VOLUME 22525, PAGES 813-822, OFFICIAL PUBLIC RECORDS, WEBB COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SET 1/2" IRON ROD W/BUE PLASTIC CAP LABELED "PCE 100097-00", ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF CUATRO VIENTOS ROAD (A.K.A. LOOP 20 – VARIABLE WIDTH), THE MOST EASTERLY NORTHEAST CORNER OF SAID 117.78 ACRE TRACT, THE MOST SOUTHERLY CLIP CORNER OF LOMAS DEL SUR BLVD. (120' ROW), THE MOST EASTERLY NORTHEAST CORNER HEREOF;

THENCE ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID CUATRO VIENTOS ROAD (A.K.A. LOOP 20 – VARIABLE WIDTH), A CURVE TO THE LEFT, HAVING A RADIUS OF 5929.57 FEET, A CENTRAL ANGLE OF 00°29'01", A LONG CHORD OF WHICH BEARS **S 18° 03' 23" W** FOR A DISTANCE OF **50.04 FEET** FOR AN ARC LENGTH OF 50.04 FEET TO A SET 1/2" IRON ROD W/BUE PLASTIC CAP LABELED "PCE 100097-00", ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID CUATRO VIENTOS ROAD (A.K.A. LOOP 20 – VARIABLE WIDTH), A SOUTHEASTERLY LINE OF SAID 117.78 ACRE TRACT, AND THE MOST SOUTHERLY SOUTHEAST CORNER HEREOF;

THENCE **N 71° 56' 37" W**, AT A DISTANCE OF **73.57 FEET** OVER AND ACROSS SAID 117.78 ACRE TRACT TO A SET 1/2" IRON ROD W/BUE PLASTIC CAP LABELED "PCE 100097-00", THE MOST WESTERLY SOUTHWEST CORNER HEREOF;

THENCE **N 18° 03' 23" E**, AT A DISTANCE OF **50.04 FEET** CONTINUING OVER AND ACROSS SAID 117.78 ACRE TRACT TO A SET 1/2" IRON ROD W/BUE PLASTIC CAP LABELED "PCE 100097-00", THE NORTHERLY NORTHWEST CORNER HEREOF;

THENCE **S 71° 56' 37" E**, AT A DISTANCE OF **73.57 FEET** CONTINUING OVER AND ACROSS SAID 117.78 ACRE TRACT TO THE **POINT OF BEGINNING** AND CONTAINING 0.084 ACRES OF LAND, (3,679.836 SQ. FT.) MORE OR LESS.

BASIS OF BEARING

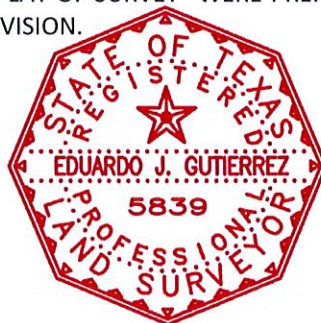
DATUM BASED ON TEXAS STATE PLANE COORDINATES SYSTEM. NAD83 SOUTH ZONE, NAVD 88, ELEVATIONS MSL (MEAN SEA LEVEL), DERIVED FROM GPS OBSERVATIONS TIED TO CORS CONTROL "BASE_1" AT: X=665805.806, Y=17092557.087.

SURVEYOR'S CERTIFICATE

STATE OF TEXAS:
COUNTY OF WEBB:

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE FOREGOING "FIELD NOTES" AND ATTACHED "PLAT OF SURVEY" WERE PREPARED FROM AN ACTUAL SURVEY OF THE SUBJECT PROPERTY ON THE GROUND UNDER MY SUPERVISION.


EDUARDO J. GUTIERREZ, R.P.L.S. No. 5839



10-17-17
Date:

Exhibit A

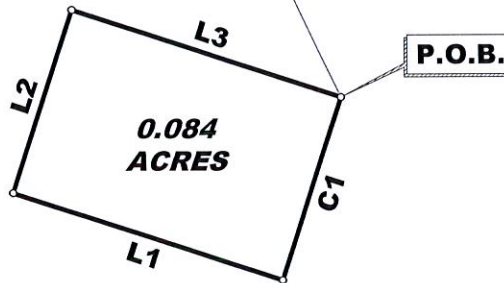
LOMAS DEL SUR BLVD.
 (120' R.O.W.)
 VOL. 3562, PG. 197-203
 O.P.R.W.C.T.



27.45 ACRES
 CALK FAMILY LTD PARTNERSHIP NO 1
 VOL. 4225, PG. 242-256
 O.P.R.W.C.T.

117.78 ACRES
 4V HOLDINGS LTD
 VOL. 2252, PG. 813-822
 O.P.R.W.C.T.

CUATRO VIENTOS ROAD
 A.K.A. LOOP 20
 (VARIABLE WIDTH R.O.W.)
 VOL. 2735, PG. 378-393
 O.P.R.W.C.T.



Line Table		
Line #	Direction	Length
L1	N71° 56' 37"W	73.57'
L2	N18° 03' 23"E	50.04'
L3	S71° 56' 37"E	73.57'

Curve Table					
Curve #	Length	Radius	Delta	Chd. Direction	Chd. L.
C1	50.04'	5929.57'	0°29'01"	S18° 03' 23"W	50.04'

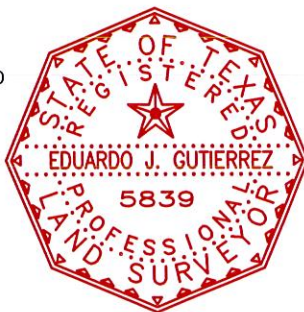
REVISIONS	
DATE	DETAILS

LEGEND			
	PROPERTY LINE	o SIR	SET IRON ROD*
	RD CENTERLINE	o FIR	FOUND IRON ROD
	EASEMENT	o FC	FENCE CORNER
	BLDG. SETBACK	o PK	PK NAIL FOUND
	BLDG. STRUCT.	o MAG	MAG NAIL FOUND
	LOT LINE	o RR	RR SPIKE FOUND
	WOOD FENCE		CHAINLINK FENCE
	BLOCK WALL		BARBWIRE FENCE

*SET 1/2" IRON ROD WITH BLUE PLASTIC CAP LABELED "PCE 100097-00"
 NOTE:

1. THIS WORK DOES NOT REPRESENT A CHAIN OF TITLE EXAMINATION. SURFACE/MINERAL FEE IN EITHER SUBJECT AND/OR ADJACENT TRACTS MAY NOT BE CURRENT AND/OR HISTORICALLY CORRECT AND IS SHOWN FOR INFORMATIONAL PURPOSES ONLY.

BASIS OF BEARING
 THIS SURVEY IS DERIVED FROM GPS KINEMATIC OBSERVATIONS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH ZONE, NAD-83, AND TIED TO CORS CONTROL *BASE_1" AT:
 X=665805.806, Y=17092557.087



(CALLS IN PARENTHESIS FROM RECORDED PLAT CORNERS)

CERTIFICATE OF SURVEYOR
 I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT THE FOREGOING PLAT OF SURVEY WAS PREPARED FROM AN ACTUAL SURVEY OF THE SUBJECT PROPERTY ON THE GROUND UNDER MY SUPERVISION.

Eduardo J. Gutierrez
 EDUARDO J. GUTIERREZ, R.P.L.S. No 5839

10-17-17
 DATE

THIS SURVEY IS VALID ONLY WITH ORIGINAL SEAL IN RED INK
 ENGINEERING REGISTRATION No. F-8019 SURVEY REGISTRATION No. 100097-00

LEGAL DESCRIPTION

BEING A TRACT OF LAND CONTAINING 0.084 ACRES OF LAND, (3,679.836 SQ. FT.) MORE OR LESS, BEING OUT OF THE REMAINING PORTION OF A 117.78 ACRE TRACT, AS SITUATED IN PORCION 35, JOSE MIGUEL DIAZ, ORIGINAL GRANTEE, ABSTRACT 546, RECORDED IN VOLUME 22525, PAGES 813-822, OFFICIAL PUBLIC RECORDS, WEBB COUNTY, TEXAS

DRAWN BY:	J.A.T.	SCALE:	1"=50'
CHECKED BY:	A.X.C.	JOB #:	11226-17
APPROVED BY:	E.J.G.	FILE NAME:	11226-17 Lomas...Billboard.dwg
FIELD DATE:	VARIOUS	SHEET:	2 OF 2

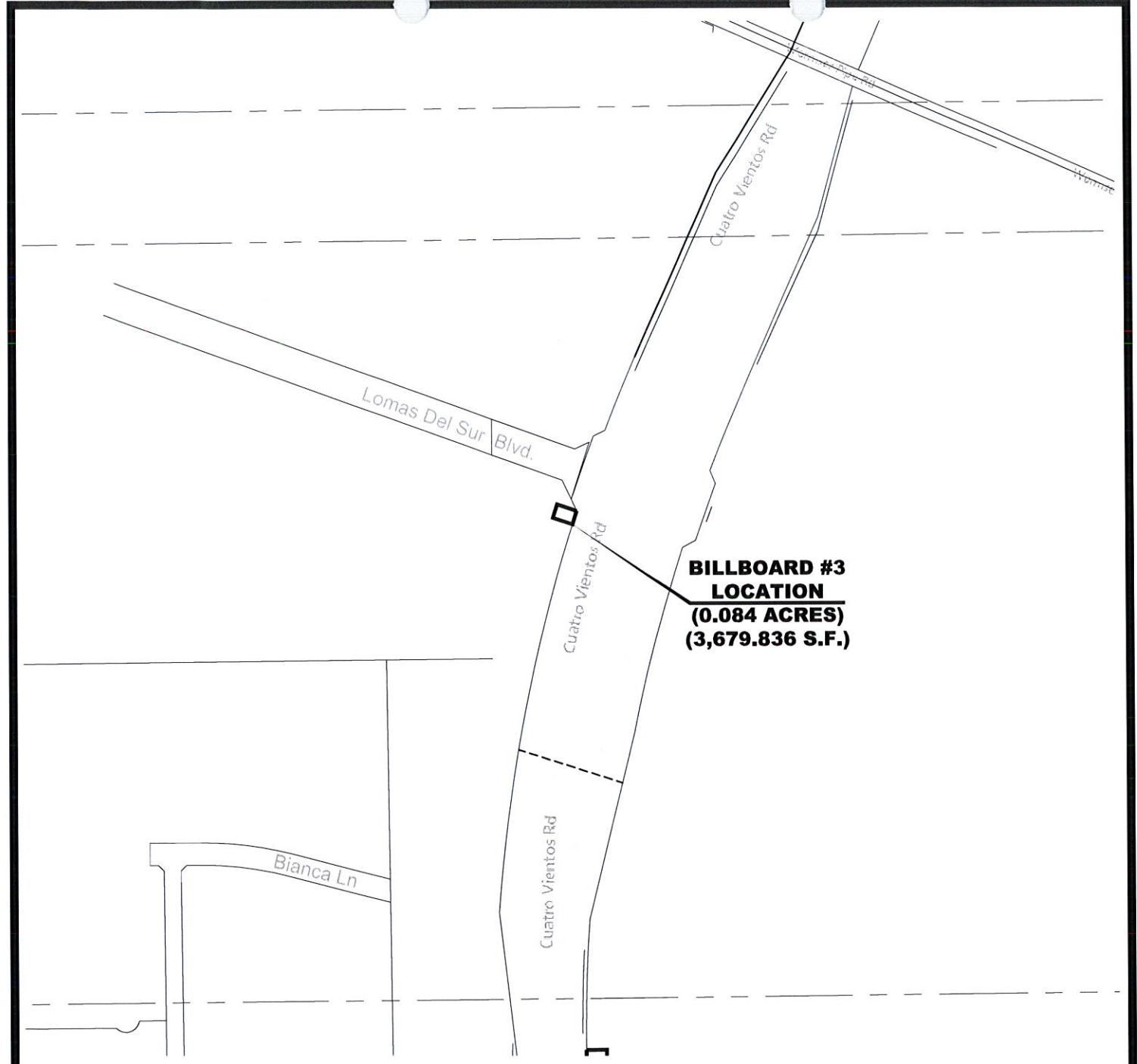


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BILLBOARD #3
LOCATION
(0.084 ACRES)
(3,679.836 S.F.)

LOCATION MAP

City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Cynthia Collazo, Deputy City Manager

Initiated By: Killam Ranch Properties, LTD; Owner/Applicant; Premier Engineering/Surveying, Representative

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately .957 acres, as further described by metes and bounds in attached Exhibit "A", located at North of KCS Railroad, South of Andy Ramos Rd, and West of Bob Bullock Loop, from R-1 (Single Family Residential District) to B-4 (Highway Commercial District); providing for publication and effective date.

Staff supports the application and Planning & Zoning Commission recommends approval of the zone change.

ZC-17-2018

District II

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: II – The Honorable Vidal Rodriguez

Proposed use: Billboard

Site: The site is currently raw undeveloped land.

Surrounding land uses: North, south and east of the property is vacant undeveloped land. West of the property is light industrial uses.

Comprehensive Plan: The Future Land Use Map recognizes this area as a Light Industrial.

Transportation Plan: The Long Range Thoroughfare Plan identifies Bob Bullock Loop as an Expressway and does not recognize Andy Ramos Rd.

Letters sent to surrounding property owners: 4

In Favor: 0

Opposed: 0

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 8 to 0 vote, recommended approval of the zone change.

STAFF RECOMMENDATION

Staff **supports** the proposed zone change.

STAFF COMMENTS

The proposed zone change is appropriate at this location for the following reasons:

1. The property complies with the B-4 zoning location, (by an Expressway) and with the required Lot size for the proposed B-4 of 10,000 SF and approximate 672 SF for a Billboard use. **Lot size is 41,686.92 SF, which exceeds the minimum required area for a B-4 zoning district and abuts an existing B4 zoning, south of the property. The property however has limited access from Andy Ramos Rd.**
2. The proposed B-4 District is in conformance with the Comprehensive Plan's designation of this area as Light Industrial. The proposed billboard might not impact the uses in the area.

IMPACT ANALYSIS

B-4 (Highway Commercial District): The purpose of the B-4 District (Highway Commercial District) is to provide for those businesses and services serving a regional area which are to be located primarily along principal (major) arterial streets or the freeway, as classified in the Transportation Plan of the City of Laredo. It is intended for this zoning classification to exist primarily along principal arterial streets or the freeway and to impose site development regulations to ensure adequate access of all uses within this classification.

Is this change contrary to the established land use pattern?

No. There is no established land use pattern. This area is raw undeveloped land in the proximity of light industrial uses.

Would this change create an isolated zoning district unrelated to surrounding districts?

No, there is a B-4 zoning district abutting the property to the south.

Will change adversely influence living conditions in the neighborhood?

No. There are no residential uses in the proximity; however any new use could impact the existing conditions in the area. The property does not have direct access from Bob Bullock Loop, but it is in close proximity.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?

Yes. The existing R-1 (Single Family Residential District) does not allow for Billboard use.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance 2018-O-

ZC-17-2018-Council Maps, Pictures, Exhibit

ORDINANCE NO. 2018-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATYELY .957 ACRES AS FURTHER DESCRIBED BY METES AND BOUNDS IN EXHIBIT A, LOCATED AT NORTH OF KCS RAILROAD, SOUTH OF ANDY RAMOS RD., AND WEST OF BOB BULLOCK LOOP, FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of .957 acres as further described by Metes and Bounds in Exhibit A, located at North of KCS Railroad, South of Andy Ramos Rd., and West of Bob Bullock Loop, from R-1 (Single Family Residential District) to B-4 (Highway Commercial District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on December 07, 2017; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended Approval of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on January 16, 2018, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning, .084 acres as further described by Metes and Bounds in Exhibit A, located at North

of KCS Railroad, South of Andy Ramos Rd., and West of Bob Bullock Loop, from R-1 (Single Family Residential District) to B-4 (Highway Commercial District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2018.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

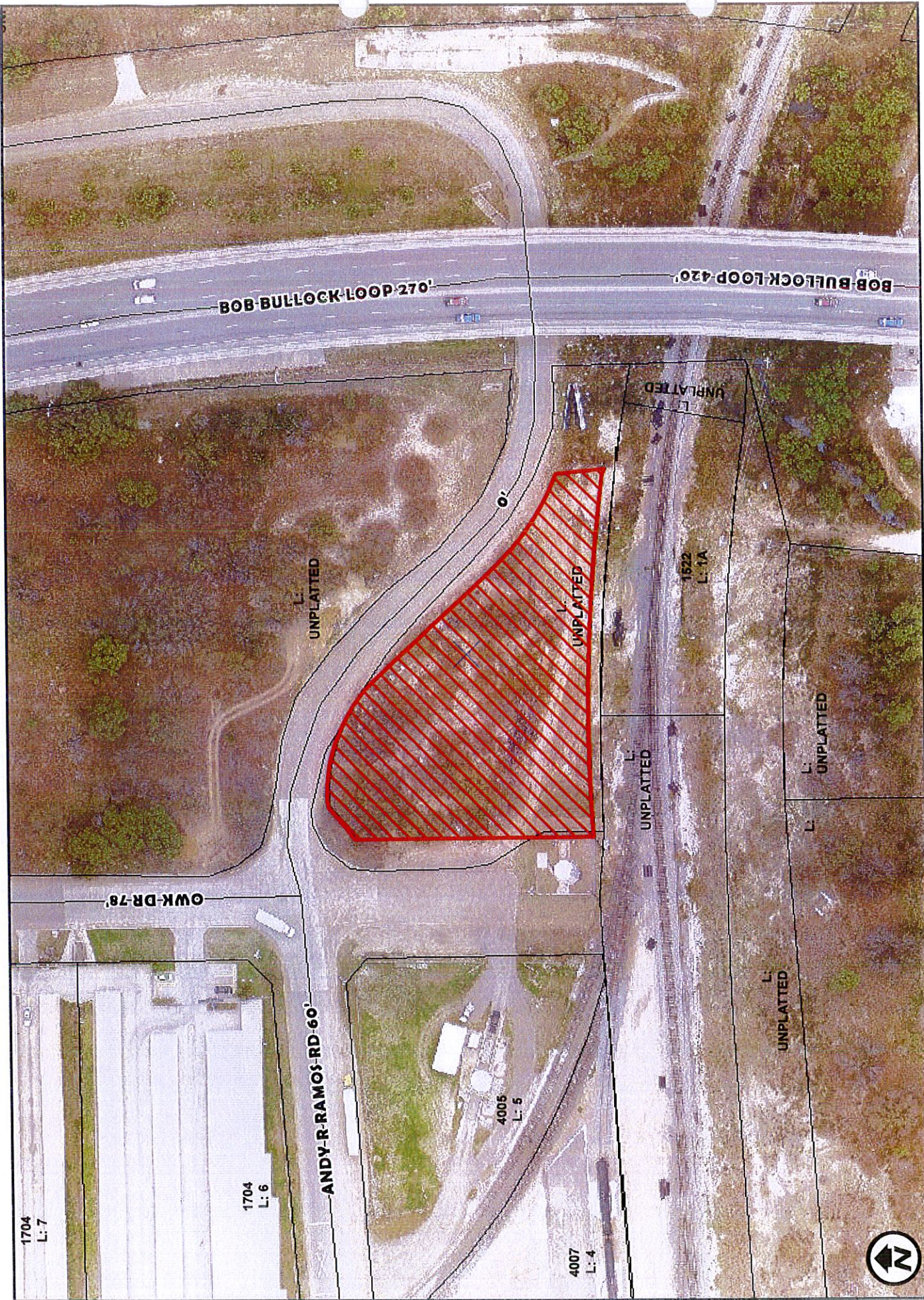
KRISTINA K. LAUREL HALE
CITY ATTORNEY

Section 28-38.e Permitted Sign Dimensions – Off-Premise Signs

Permitted Sign Dimensions OFF-PREMISE SIGNS										
Permit Required	Def. No.	ROADWAY CLASSIFICATION	NON-RESIDENTIAL DISTRICTS							
			B-1	B-1R	CBD/ AE	B-3	B-4	M-1	M-2	MXD
		OFF-PREMISE FREESTANDING (DENOTING SIGN AREA IN SQ FT)								
Y	1, 4, 6	FREEWAY			672	672	672	672	672	
Y	2, 4, 6	EXPRESSWAY			672	672	672	672	672	
Y	3, 5, 6	INDUSTRIAL COLLECTOR	72*			242	242	382	382	
Y	3, 5, 6	MAJOR ARTERIAL	72*			242	242	382	382	
Y	3, 5, 6	MODIFIED MAJOR ARTERIAL	72*			242	242	382	382	
		SETBACK FROM PROPERTY LINE (IN FEET)			10	10	10	10	10	
		ILLUMINATION ALLOWED			Y	Y	Y	Y	Y	
		MAXIMUM ALLOWANCE FOR CUT-OUTS (AS PERCENTAGE OF SIGN FACE)			20	20	20	20	20	
		MAXIMUM DISTANCE FROM SIGN FACE FOR PROJECTING SIGNS (IN INCHES)			42	42	42	42	42	

DEFINITIONS:

1. Minimum spacing between off-premise signs: one thousand five hundred (1500) feet as measured *along* corridor.
 2. Minimum spacing between off-premise signs:
 - A. One thousand (1000) feet to be measured along the corridor
 - B. Two hundred fifty (250) radial feet measured from sign pole to sign pole (intersecting roadway)
 3. Minimum spacing between off-premise signs:
 - A. One thousand (1000) feet to be measured along *and across* the corridor
 - B. Two hundred fifty (250) radial feet measured from sign pole to sign pole (intersecting roadway)
 4. Maximum H.A.G.L. thirty-five (35) feet from highway grade; fifty (50) feet at overpass.
 5. Maximum H.A.G.L. thirty-five (35) feet from street grade, seventy-two (72) square foot signs on major arterials: twelve (12) feet at overpasses.
 6. Digital signs are allowed in zones of B-3 and above, subject to spacing of one thousand five hundred (1500) feet along and/or across (radial) from another digital sign *facing the same direction*.
 - Dimensions applicable to replacement and relocated signs ONLY. No additional signs are authorized in B-1 (Limited Business Zoning Districts).
- NOTE: H.A.G.L. = Height in feet to base of sign face; clear clearance.

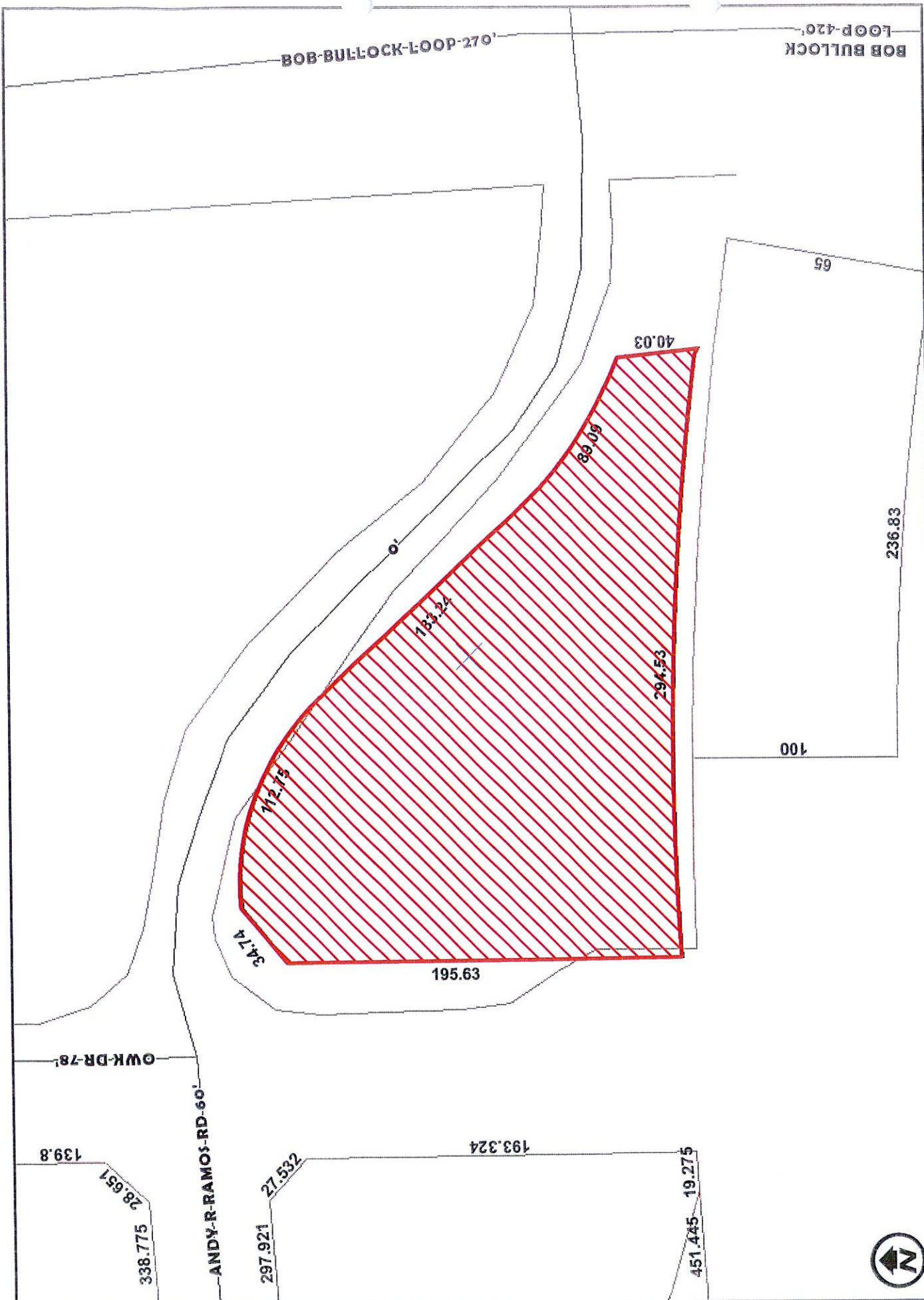


APPLICATION FOR
R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
→ B4 (HIGHWAY COMMERCIAL DISTRICT)

ZC-17-2018
COUNCIL DISTRICT 2
KCS RAILROAD/LOOP 20/ANDY RAMOS RD

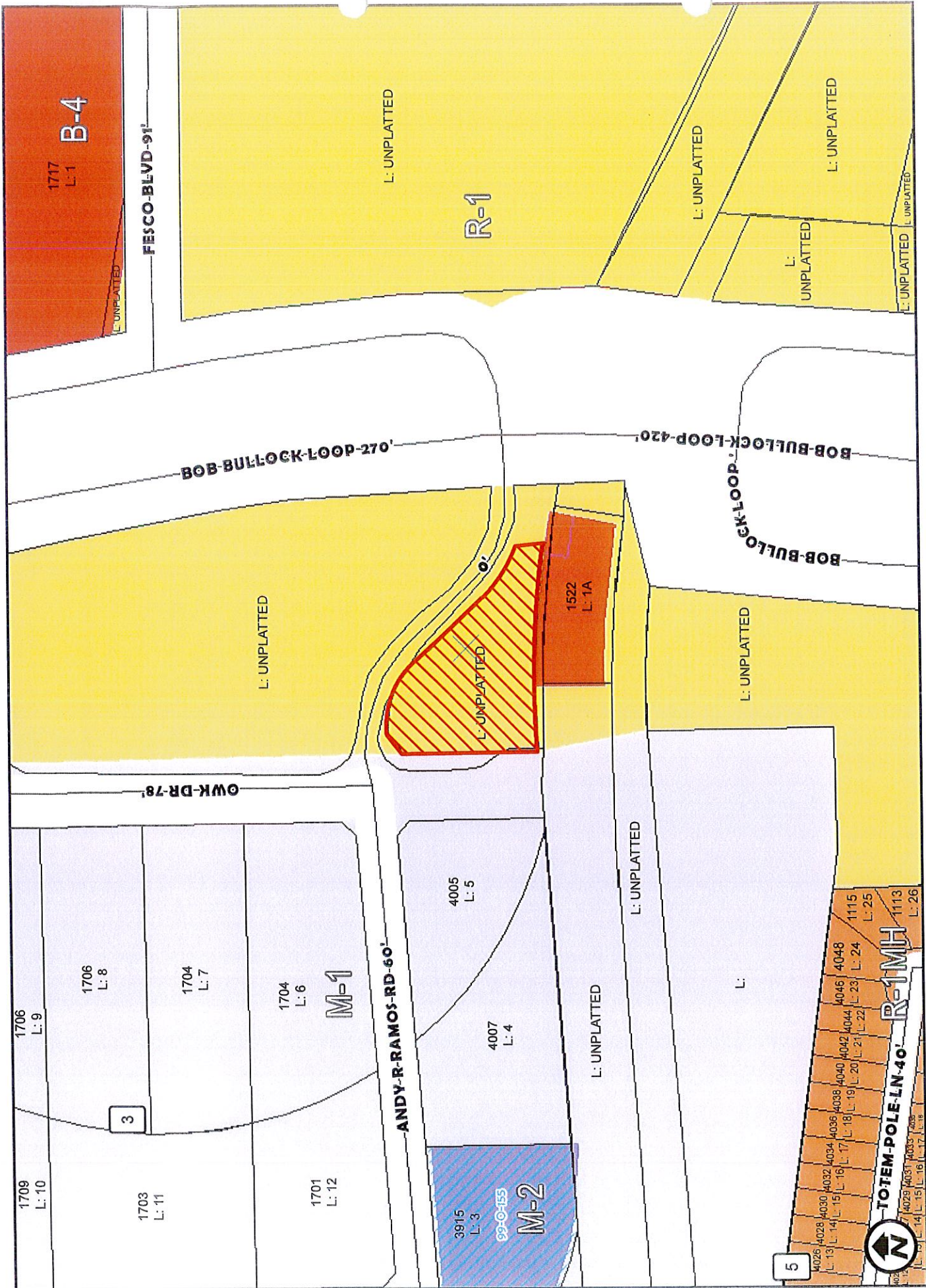
AERIAL MAP
1 inch = 100 feet





APPLICATION FOR
 R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
 → B4 (HIGHWAY COMMERCIAL DISTRICT)

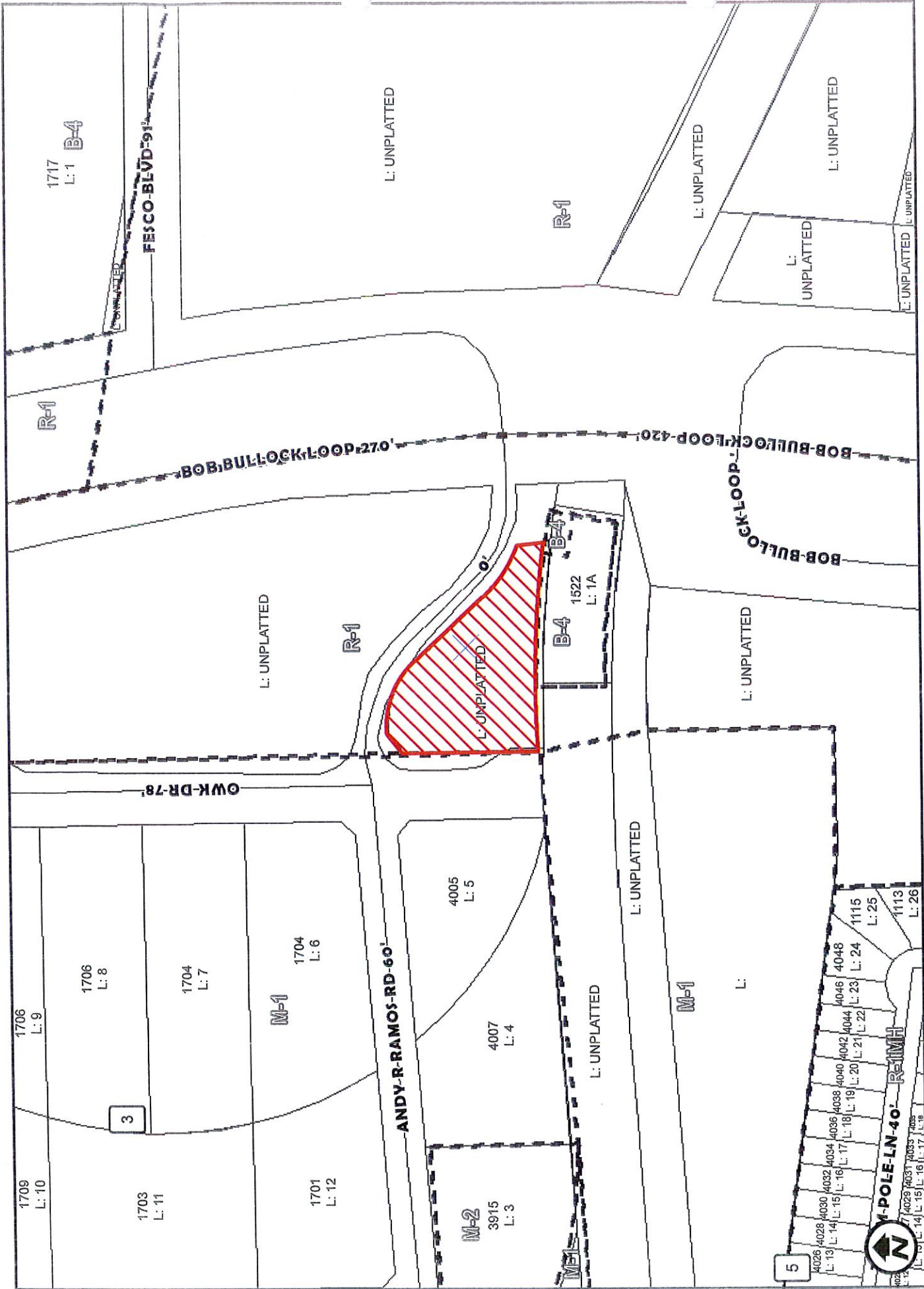
ZC-17-2018
 COUNCIL DISTRICT 2
 DIMENSIONS MAP
 1 inch = 60 feet
 KCS RAILROAD/LOOP 20/ANDY RAMOS RD



APPLICATION FOR
 R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
 → B4 (HIGHWAY COMMERCIAL DISTRICT)

ZC-17-2018
 COUNCIL DISTRICT 2
 KCS RAILROAD/LOOP 20/ANDY RAMOS RD

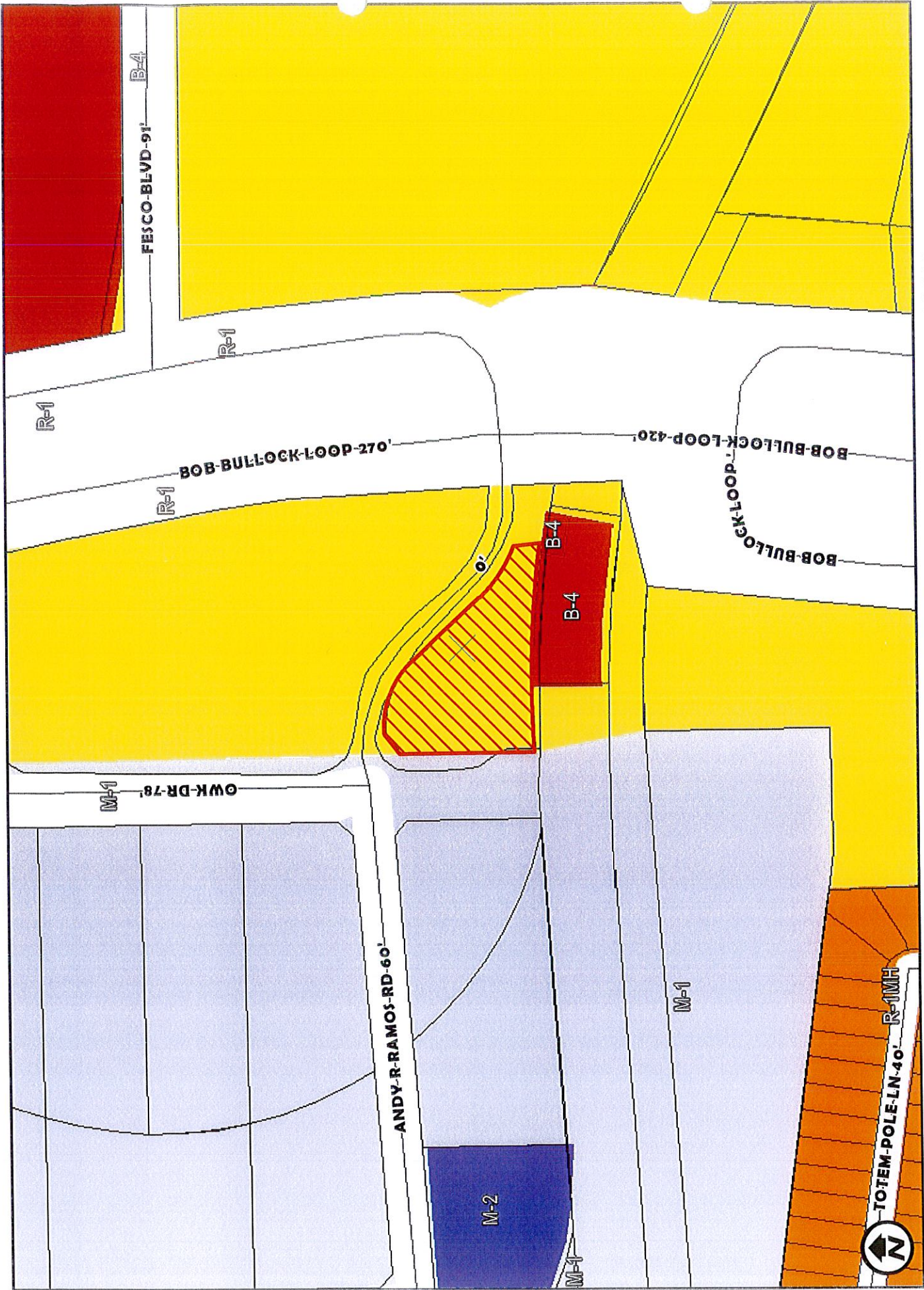
ZONING MAP
 1 inch = 175 feet



APPLICATION FOR
 R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
 -> B4 (HIGHWAY COMMERCIAL DISTRICT)

ZC-17-2018
 COUNCIL DISTRICT 2
 KCS RAILROAD/LOOP 20/ANDY RAMOS RD

ZONING MAP
 1 inch = 175 feet

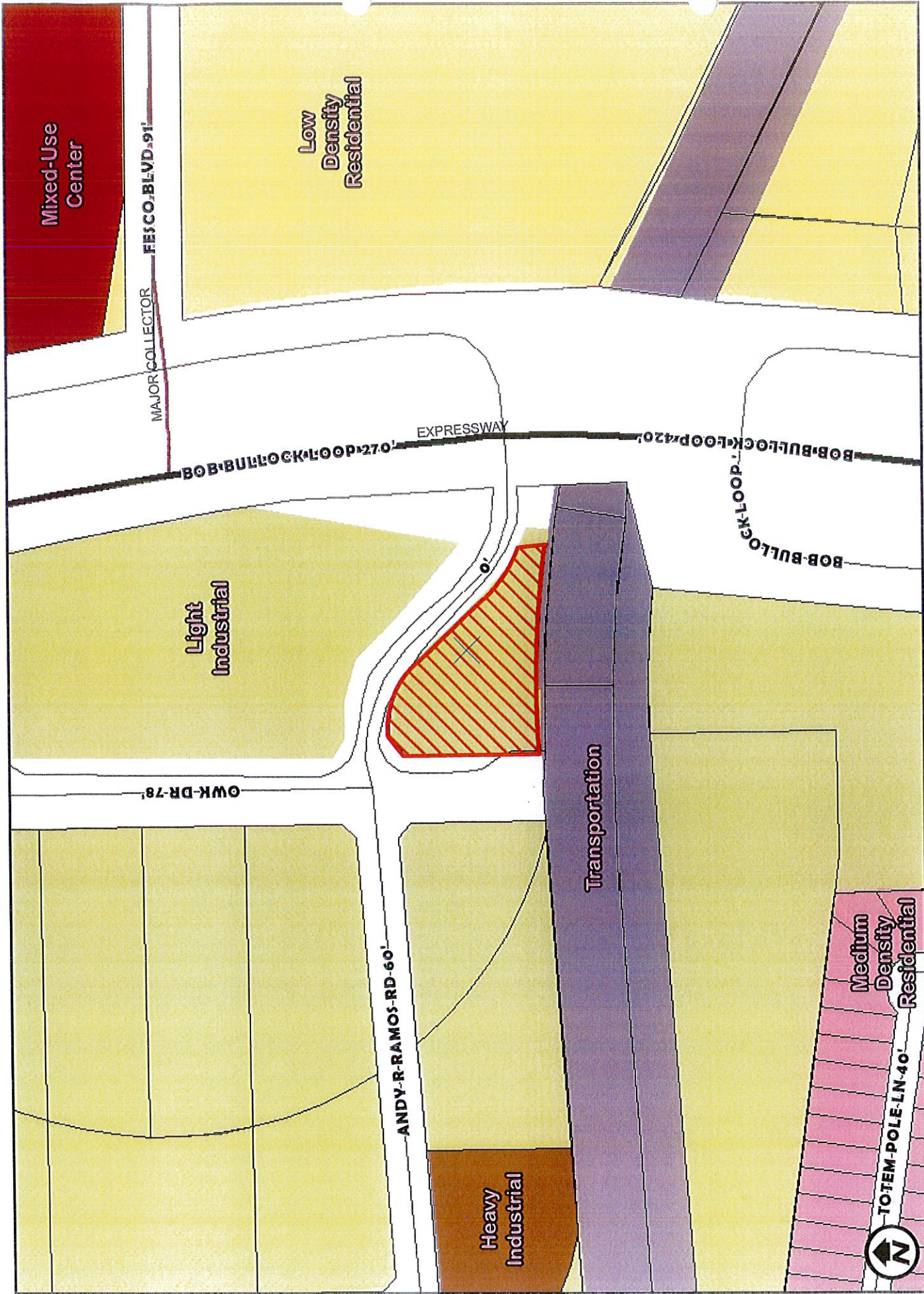


APPLICATION FOR
 R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
 → B4 (HIGHWAY COMMERCIAL DISTRICT)

ZC-17-2018
 COUNCIL DISTRICT 2
 KCS RAILROAD/LOOP 20/ANDY RAMOS RD

ZONING OVERVIEW
 1 inch = 175 feet

















APPLICATION FOR
 R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
 -> B4 (HIGHWAY COMMERCIAL DISTRICT)

ZC-17-2018
 FUTURE LANDUSE MAP COUNCIL DISTRICT 2
 1 inch = 175 feet KCS RAILROAD/LOOP 20/ANDY RAMOS RD

Land Use Equivalents Chart

New Land Use Types	Current Zoning Groups
 Agricultural / Rural	AG
 Low Density Residential	R-1, R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions *
 Medium Density Residential	R-1, R-O, R-2, B-1R, R1-B, Small format market
 High Density Residential	R-3, R-2, B-1R, B-1, R-O
 Neighborhood Mixed-Use	ALL EXCEPT M-1, M-2, B-4, AH, AN, FH, OG, FiH
 Mixed-Use Center	ALL EXCEPT, M-1, M-2, AH, AN, FH, OG. B4 allowed with exceptions**
 Downtown Mixed-Use	CBD, R-1, R-2, R-3, R-1B, R-1A, R-O, AE
 Institutional	CF, MF
 Light Industrial	M-1, B-4, B-3
 Heavy Industrial	M-1, M-2, B-4, B-3, FiH
 Transportation	AH, AN
 Parks	

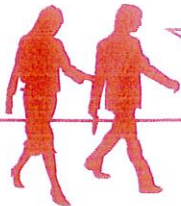
* RO within a Low Density Residential is allowed with the exception of restaurants.

** Land uses allowed under a B4 are allowed with the exception of the following uses***:

- Farms, General (Crops & Livestock)
- Farms, General (Livestock/Ranch)
- Bulk Grain And/Or Feed Storage
- Veterinarian (Outdoor Animal Confinement)
- Stables (Private, Principle Use)
- Stables (Private, Accessory Use)
- Stables (Commercial)
- Auto Wrecker Service
- Inoperable Vehicle Holding Yard
- Jail
- Halfway House
- Scrap/Waste Recycle Collection
- Zoo
- Horse Training Facility
- Amusement Redemption Machine Establishment
- Auto Impound Yards
- Auto Salvage Yards
- Transit and Maintenance Vehicle Equipment Facility
- Collection Container

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Create incentives for job creation, economic development, and alternative land development options (higher and lower density).



Land Uses

Place types and neighborhoods are made up by different land uses in the future land use map. Specified land uses however, are not meant to equate to single-use zoning areas. Rather a land use type in the future land use map describes the overall character of a neighborhood.

Neighborhoods are generally made up of residential and mixed-use designations:

- **Low-Density Residential** describes a neighborhood whose character is primarily defined by single-family homes. A diverse range of lot sizes and unit types is encouraged, along with an interconnected network of blocks, streets and public spaces. Denser housing types such as duplexes, fourplexes and small apartment buildings should be designed to fit into the character of a single-family residential neighborhood. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.
- **Medium-Density Residential** describes a neighborhood that is primarily residential in character, but includes a full range of range of residential building types. These include single-family homes in small and medium sized lots, attached rowhouses and apartment buildings. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.



Low Density Residential

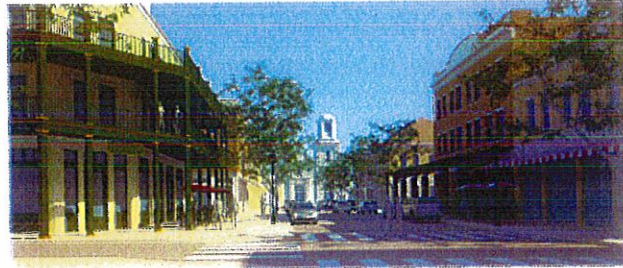


Medium Density Residential



High Density Residential

- **High-Density Residential** describes a neighborhood whose character is primarily defined by multi-family residential building types, but can also include single family homes in small lots and neighborhood-serving businesses. A diverse range of housing types is encouraged, including attached rowhouses, small and large apartment buildings, courtyard buildings and small mixed-use buildings. Small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should be sited to provide landmarks to the neighborhood.



Neighborhood Mixed-Use

- **Neighborhood Mixed-Use** describes a neighborhood-serving mixed-use district that includes multistory, mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.



Mixed-Use Center

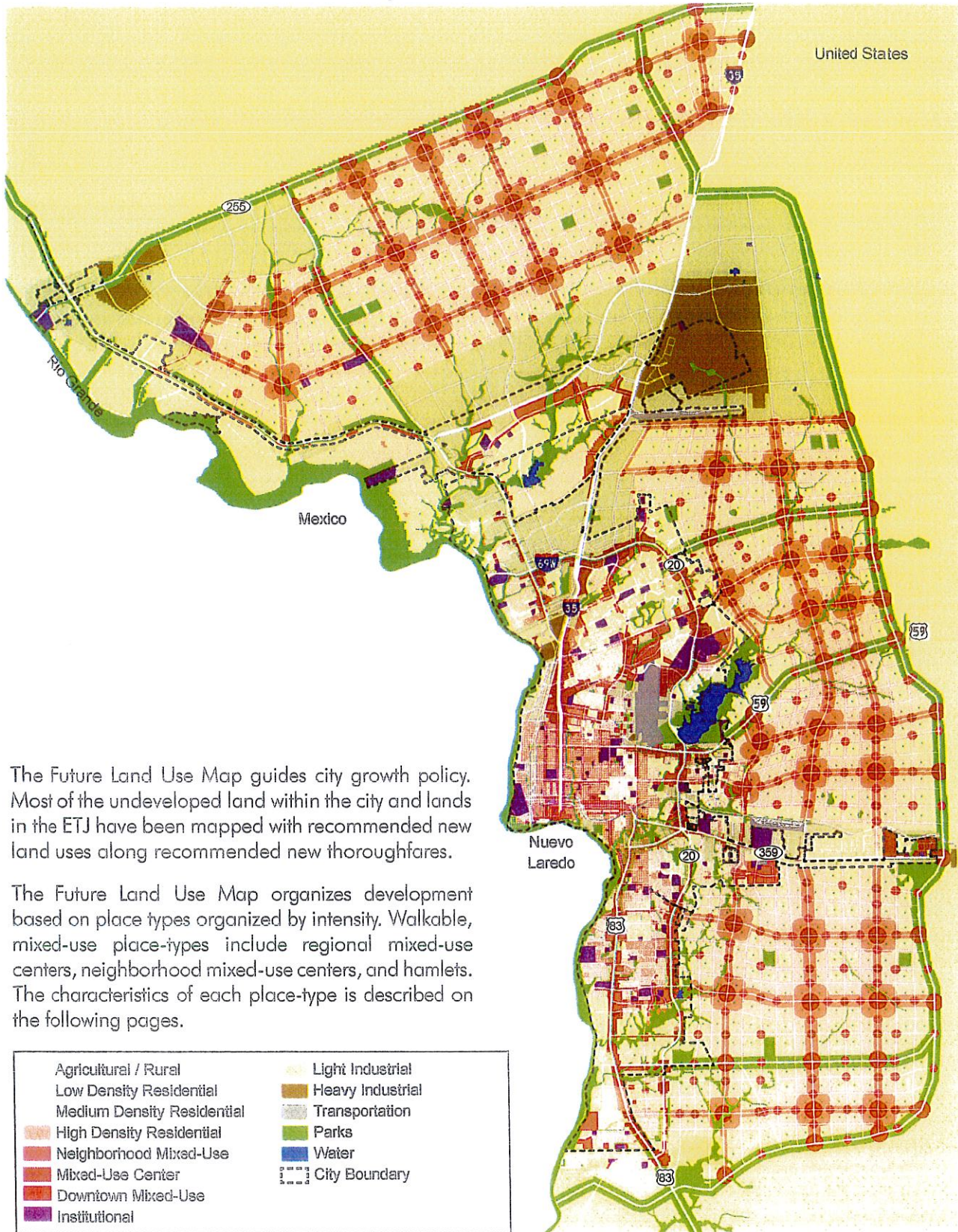
- **Mixed-Use Center** describes a mixed-use center that includes multistory, mixed-use buildings with commercial, office and residential uses. Regional or neighborhood oriented shopping areas are encouraged as a primary feature. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

- **Downtown Mixed-Use** describes the most intense urban development in the City of Laredo. Reserved primarily for downtown Laredo, it includes multi-story mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between the downtown and primarily residential neighborhoods. The addition of residential uses on the upper floors of downtown buildings is encouraged as a priority for downtown revitalization.



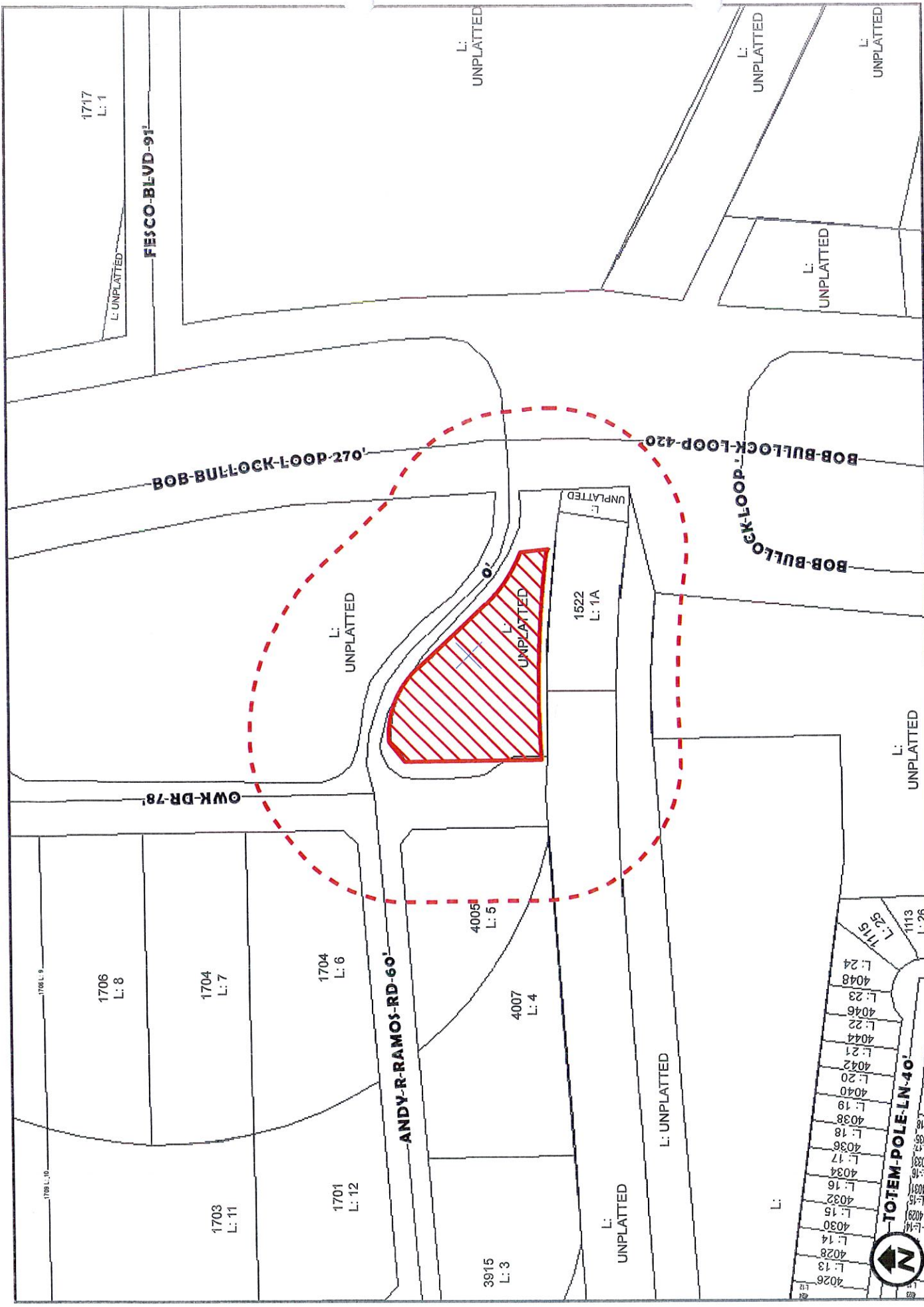
Downtown Mixed-Use

Future Land Use Map



The Future Land Use Map guides city growth policy. Most of the undeveloped land within the city and lands in the ETJ have been mapped with recommended new land uses along recommended new thoroughfares.

The Future Land Use Map organizes development based on place types organized by intensity. Walkable, mixed-use place-types include regional mixed-use centers, neighborhood mixed-use centers, and hamlets. The characteristics of each place-type is described on the following pages.



APPLICATION FOR
 R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
 → B4 (HIGHWAY COMMERCIAL DISTRICT)

ZC-17-2018
 COUNCIL DISTRICT 2
 KCS RAILROAD/LOOP 20/ANDY RAMOS RD
 200' NOTIFICATION
 1 inch = 175 feet



ZC-17-2018

R1 TO B4

NORTH OF KCS RAILROAD, SOUTH OF ANDY AMOS RD AND WEST OF BOB BULLOCK LOOP



ZC-17-2018
R1 TO B4

NORTH OF KCS RAILROAD, SOUTH OF ANDY AMOS RD AND WEST OF BOB BULLOCK LOOP



ZC-17-2018
R1 TO B4

NORTH OF KCS RAILROAD, SOUTH OF ANDY AMOS RD AND WEST OF BOB BULLOCK LOOP



ZC-17-2018
R1 TO B4

NORTH OF KCS RAILROAD, SOUTH OF ANDY AMOS RD AND WEST OF BOB BULLOCK LOOP



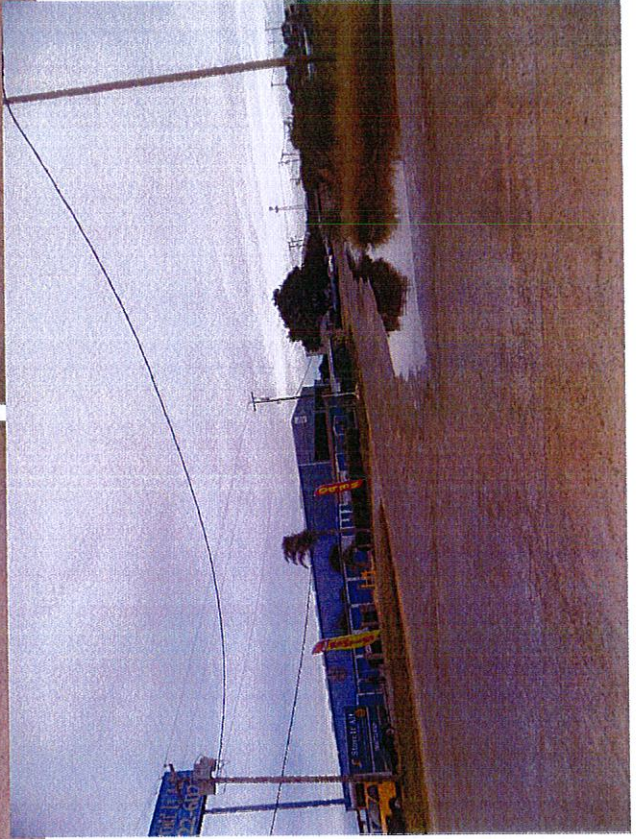
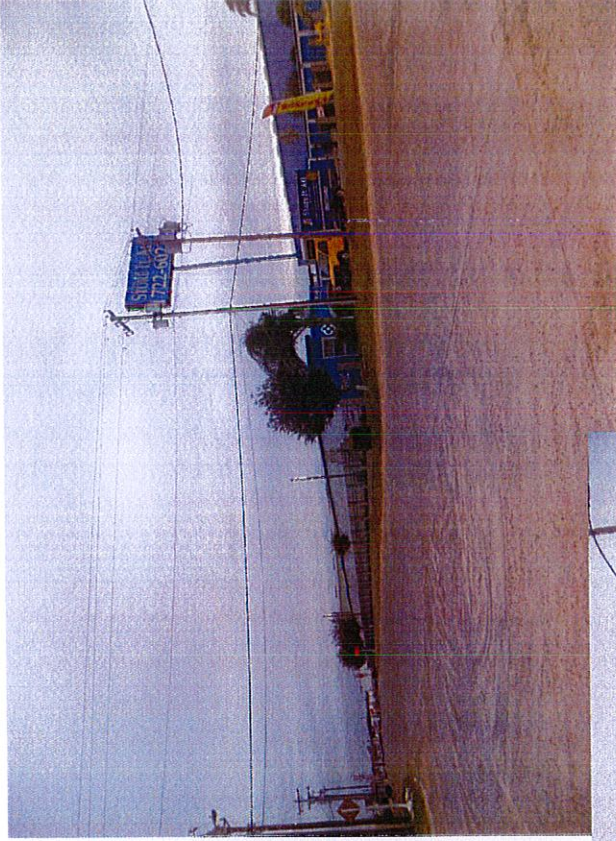
ZC-17-2018
R1 TO B4

NORTH OF KCS RAILROAD, SOUTH OF ANDY AMOS RD AND WEST OF BOB BULLOCK LOOP



ZC-17-2018
R1 TO B4

NORTH OF KCS RAILROAD, SOUTH OF ANDY AMOS RD AND WEST OF BOB BULLOCK LOOP



**FIELD NOTES
0.957 ACRES
OUT OF
TRACT K-4
CITY OF LAREDO, WEBB COUNTY, TEXAS**

BEING A TRACT OF LAND CONTAINING 0.957 ACRES OF LAND, MORE OR LESS, BEING OUT OF THE RESIDUE PORTION OF "TRACT K-4", BEING PART OF SHARE No. 7 OF THE ORIGINAL 181.335 ACRE MORENO TRACT AS RECORDED IN VOLUME 1, PAGE 81, WEBB COUNTY PLAT RECORDS AND SUBSEQUENTLY CONVEYED TO KILLAM RANCH PROPERTIES, LTD. RECORDED IN VOLUME 1385, PAGES 300-301, OFFICIAL PUBLIC RECORDS WEBB COUNTY TEXAS. SITUATED IN PORCION 30, JOSE FRANCISCO CORDOVA MORENO ORIGINAL GRANTEE, ABSTRACT 469 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SET ½" IRON ROD W/BLUE PLASTIC CAP LABELED "PCE 100097-00" (AT STATE PLANE COORDINATES NAD83 Texas South Zone 4205: X: 676655.514, Y: 17075483.424) ON A NON-TANGENT CURVE THE NORTHERLY RIGHT-OF-WAY LINE OF THE TEX-MEX RAILROAD COMPANY 100' ROW RECORDED IN VOLUME 10, PAGE 113, DEED RECORDS WEBB COUNTY TEXAS, THE WESTERLY RIGHT-OF-WAY LINE OF LOOP 20 (BOB BULLOCK LOOP – VARIABLE WIDTH ROW) THE SOUTHEAST CORNER HEREOF;

THENCE ALONG A RAILROAD CURVE TO THE LEFT HAVING A RADIUS OF 1482.68 FEET, A CENTRAL ANGLE OF 11°22'53", THE LONG CHORD OF WHICH BEARS **N 88° 13' 42" W** FOR A DISTANCE OF **294.04 FEET** FOR AN ARC LENGTH OF 294.53 FEET TO A SET ½" IRON ROD W/BLUE PLASTIC CAP LABELED "PCE 100097-00", THE EAST RIGHT-OF-WAY LINE OF O.W.K. DR., A 100-FOOT WIDE RIGHT-OF-WAY, AND THE SOUTHWEST CORNER HEREOF;

THENCE N 00° 41' 37" W ALONG THE EAST LINE OF SAID O.W.K DRIVE, A DISTANCE OF **195.63 FEET** TO A FOUND IRON ROD ON THE EAST RIGHT-OF-WAY LINE OF SAID O.W.K. DR., THE SOUTH RIGHT-OF-WAY LINE OF ANDY R. RAMOS RD., (60' ROW DEDICATION) RECORDED IN VOLUME 313, PAGES 698-728, DEED RECORDS WEBB COUNTY TEXAS, AND THE WESTERLY NORTHWEST CLIP CORNER HEREOF;

THENCE N 50° 32' 46" E, CONTINUING ALONG THE EAST LINE OF SAID O.W.K DRIVE AND SAID SOUTH RIGHT-OF-WAY LINE OF SAID ANDY R. RAMOS RD. AT **34.74 FEET**, TO A FOUND IRON ROD ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID ANDY R. RAMOS RD., AND THE NORTHERLY NORTHWEST CLIP CORNER HEREOF;

THENCE CONTINUING WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID ANDY R. RAMOS RD. ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 125.33 FEET, A CENTRAL ANGLE OF 51°32'45", THE LONG CHORD OF WHICH BEARS **S 68° 37' 03" E** FOR A DISTANCE OF **108.98 FEET** FOR AN ARC LENGTH OF 112.75 FEET TO A FOUND IRON ROD ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID ANDY R. RAMOS RD., A FOUND IRON ROD A POINT OF TANGENCY HEREOF;

THENCE S 42° 50' 45" E, CONTINUING WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID ANDY R. RAMOS RD., AT **133.24 FEET**, A FOUND IRON ROD A POINT OF CURVATURE HEREOF;

THENCE CONTINUING WITH THE SOUTHWESTWESTERLY RIGHT-OF-WAY LINE OF SAID ANDY R. RAMOS RD. ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 195.79 FEET, A CENTRAL ANGLE OF 26°04'19", THE LONG CHORD OF WHICH BEARS **S 55° 51' 55" E** FOR A DISTANCE OF **88.33 FEET** FOR AN ARC LENGTH OF 89.09 FEET TO A SET ½" IRON ROD W/BLUE PLASTIC CAP LABELED "PCE 100097-00", ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID LOOP 20 (BOB BULLOCK LOOP – VARIABLE WIDTH ROW), THE NORTHEAST CORNER HEREOF;

THENCE S 06° 06' 21" E WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID LOOP 20 (BOB BULLOCK LOOP – VARIABLE WIDTH ROW), A DISTANCE OF **40.03 FEET** TO THE **POINT OF BEGINNING** AND CONTAINING 0.957 ACRES OF LAND, MORE OR LESS.

Exhibit A

BASIS OF BEARING

DATUM BASED ON TEXAS STATE PLANE COORDINATES SYSTEM. NAD83 SOUTH ZONE, NAVD 88, ELEVATIONS MSL (MEAN SEA LEVEL), DERIVED FROM GPS OBSERVATIONS TIED TO CORS CONTROL "BASE_1" AT: X=665805.806, Y=17092557.087.

SURVEYOR'S CERTIFICATE

STATE OF TEXAS:
COUNTY OF WEBB:

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE FOREGOING "FIELD NOTES" AND ATTACHED "PLAT OF SURVEY" WERE PREPARED FROM AN ACTUAL SURVEY OF THE SUBJECT PROPERTY ON THE GROUND UNDER MY SUPERVISION.

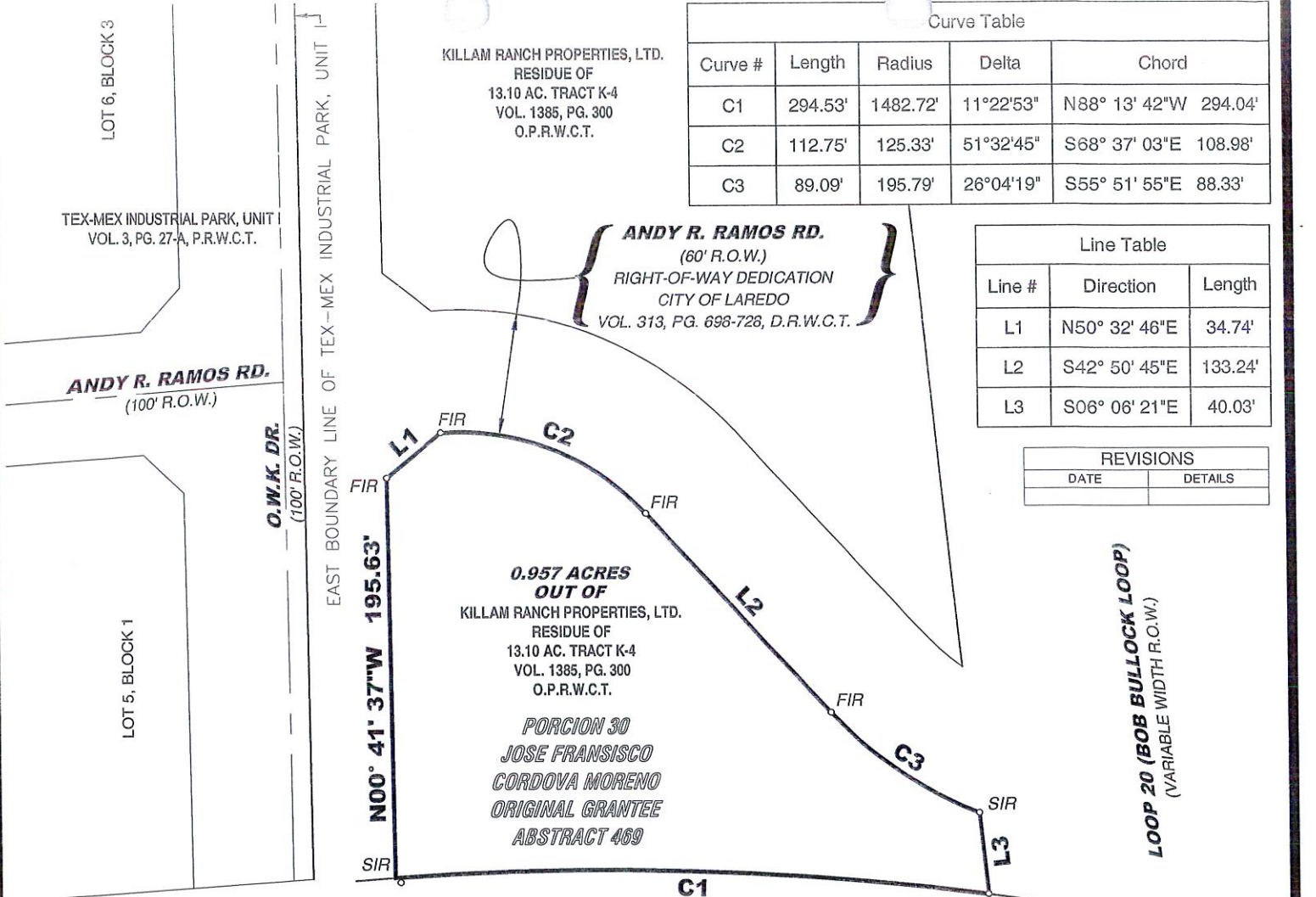


EDUARDO J. GUTIERREZ, R.P.L.S. No. 5839



10-17-17

Date:



Curve Table				
Curve #	Length	Radius	Delta	Chord
C1	294.53'	1482.72'	11°22'53"	N88° 13' 42"W 294.04'
C2	112.75'	125.33'	51°32'45"	S68° 37' 03"E 108.98'
C3	89.09'	195.79'	26°04'19"	S55° 51' 55"E 88.33'

Line Table		
Line #	Direction	Length
L1	N50° 32' 46"E	34.74'
L2	S42° 50' 45"E	133.24'
L3	S06° 06' 21"E	40.03'

REVISIONS	
DATE	DETAILS

LEGEND			
	PROPERTY LINE	o SIR	SET IRON ROD*
	RD CENTERLINE	o FIR	FOUND IRON ROD
	EASEMENT	o FC	FENCE CORNER
	BLDG. SETBACK	o PK	PK NAIL FOUND
	BLDG. STRUCT.	o MAG	MAG NAIL FOUND
	LOT LINE	o RR	RR SPIKE FOUND
	WOOD FENCE		CHAINLINK FENCE
	BLOCK WALL		BARBWIRE FENCE

*SET 1/2" IRON ROD WITH BLUE PLASTIC CAP LABELED "PCE 100097-00"

NOTE:
 1. THIS WORK DOES NOT REPRESENT A CHAIN OF TITLE EXAMINATION. SURFACE/MINERAL FEE IN EITHER SUBJECT AND/OR ADJACENT TRACTS MAY NOT BE CURRENT AND/OR HISTORICALLY CORRECT AND IS SHOWN FOR INFORMATIONAL PURPOSES ONLY.

BASIS OF BEARING
 THIS SURVEY IS DERIVED FROM GPS REAL TIME KINEMATIC OBSERVATIONS REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83/NAVD88, 4205 SOUTH ZONE. RTK BASE COORDINATES WERE DETERMINED USING GPS OBSERVATIONS WITH DIFFERENTIAL CORRECTIONS APPLIED FROM THE NATIONAL GEODETIC SURVEY (NGS) DESIGNATION AND TIED TO CORS CONTROL "BASE_1" AT:

X: 665805.81
 Y: 17092557.09



CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT THE FOREGOING PLAT OF SURVEY WAS PREPARED FROM AN ACTUAL SURVEY OF THE SUBJECT PROPERTY ON THE GROUND UNDER MY SUPERVISION.

Eduardo J. Gutierrez
 EDUARDO J. GUTIERREZ, R.P.L.S. No 5839

10-17-17
 DATE

THIS SURVEY IS VALID ONLY WITH ORIGINAL SEAL IN RED INK
 ENGINEERING REGISTRATION No. F-8019 SURVEY REGISTRATION No. 100097-00

TEX-MEX RAILROAD COMPANY
 (1.5758 AC. 100' R.O.W.)
 VOL. 10, PG. 113
 D.R.W.C.T.

P.O.B.
 SIR
 X:676655.514
 Y:17075483.424

LEGAL DESCRIPTION		
BEING A TRACT OF LAND CONTAINING 0.957 ACRES OF LAND, MORE OR LESS, BEING OUT OF THE REMAINING PORTION OF "TRACT K-4", BEING PART OF SHARE No. 7 OF THE ORIGINAL 181.335 ACRE MORENO TRACT AS SITUATED IN PORCION 30, JOSE FRANCISCO CORDOVA MORENO ORIGINAL GRANTEE, ABSTRACT 469, RECORDED IN VOLUME 1, PAGE 81, WEBB COUNTY PLAT RECORDS AND SUBSEQUENTLY CONVEYED TO KILLAM RANCH PROPERTIES, LTD. RECORDED IN VOLUME 1385, PAGES 300-301, OFFICIAL PUBLIC RECORDS WEBB COUNTY TEXAS		
DRAWN BY:	J.A.T.	SCALE: 1"=80'
CHECKED BY:	A.X.C.	JOB #: 11060-17
APPROVED BY:	E.J.G.	FILE NAME: 11060-17 KILLAM - LOOP...dwg
FIELD DATE:	VARIOUS	SHEET: 3 OF 3



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City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Cynthia Collazo, Deputy City Manager

Initiated By: Hermanos Lopez-Valerio, LLC/Rigoberto Lopez, Owner/Applicant;
Fernando Canseco, Representative

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a Restaurant Serving Alcohol, on Lots 2 through 7, Block 1015, Eastern Division, located at 2720 S US Highway 83; providing for publication and effective date.

Staff supports the application and Planning & Zoning recommends approval of the Special Use Permit.

ZC-21-2018

District III

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: III – The Honorable Alejandro Perez, Jr.

Proposed use: Restaurant Serving Alcohol

Site: Taco Maiz, Restaurant

Surrounding land uses: North of the property are House of Paint, Food Mart, Wilkinson, Pollo Feliz and Kentucky. East of the property across Highway 83 are BBVA Bank, Public Library, Domino's, and vacant land. South of the property are more vacant land, Tire Shop and Tacotote Restaurant, and vacant land east of the property.

Comprehensive Plan: The Future Land Use Map identifies this tract as Medium Density Residential.

Transportation Plan: The Long Range Thoroughfare Plan identifies S US Highway 83 as an Expressway.

Letters sent to surrounding property owners: 6

In Favor: 1
Opposed: 0

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 8 to 0 vote, recommended approval of the Special Use Permit.

STAFF RECOMMENDATION

Staff **supports** the proposed Special Use Permit.

STAFF COMMENTS

A Special Use Permit is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects such as time, fencing, setbacks, landscaping, etc. A Special Use Permit is required for those restaurants located in R-O, B-1, or B-3 districts that wish to serve alcoholic beverages. The property is in a B-3 (Community Business District) zoning district.

Staff supports the issuance of the proposed Special Use Permit at this location for the following reasons:

1. The proposed SUP is appropriate at this location because is in conformance with the Comprehensive Plan's designation for the area as Medium Density Residential (to provide neighborhood amenities).
2. The proposed location meets the distance requirements as per Ordinance 2013-O-005.
3. The proposed SUP for a restaurant selling alcohol is compatible with the existing zones and surrounded uses in this section of US Hwy. 83.
4. The proposed location meets parking requirements within the property.

Should the Commission recommend approval of the proposed SUP, staff suggests the following conditions:

1. The Special Use Permit is issued to; Hermanos Lopez-Valerio, LLC/Rigoberto Lopez, Owner/Applicant; for Taco Maiz, Restaurant and is non-transferable.
2. The Special Use Permit is restricted to 2,516.45 S.F. of interior space, and 581.65 SF of outside sitting area as per the site plan, Exhibit "A", which is made part hereof for all purposes.
3. The Special Use Permit is restricted to a restaurant serving alcohol and hours of operation from Monday through Sunday from 6:00 a.m. through 12:00 a.m.(midnight), as per Exhibit "B".
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage shall be consistent with the City's Sign Ordinance and TABC rules or regulations.

6. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
7. Outdoor ambient music and speakers are allowed and there shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
8. At all times the restaurant is open to the public for business; it shall continually maintain and serve food from its full service menu.
9. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to SUP business holder.
10. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
11. The restaurant shall undergo an annual Fire Inspection.
12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food Handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
13. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
14. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
15. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.
16. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.
17. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not to exceed the required alcohol sales percentage).
18. The restaurant shall provide the City of Laredo, Planning Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance 2018-O-

ORDINANCE NO. 2018-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR A RESTAURANT SELLING ALCOHOL ON LOTS 2 THROUGH 7, BLOCK 1015, EASTERN DIVISION, LOCATED AT 2720 S US HIGHWAY 83; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the owner of Lots 2 through 7, Block 1015, Eastern Division, located at 2720 S US Highway 83, has requested a Special Use Permit for a restaurant selling alcohol; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on December 21, 2017; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the Special Use Permit request; and,

WHEREAS, notice of the request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on January 16, 2018, on the request and finds the proposed Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: A Special Use Permit is granted for a restaurant selling alcohol on Lots 1 through 7, Block 1015, Eastern Division, located at 2710 S US Highway 83.

Section 2: The Special Use Permit is restricted to the following provisions:

Should the Commission recommend approval of the proposed SUP, staff suggests the following conditions:

1. The Special Use Permit is issued to Hermanos Lopez-Valerio, LLC/Rigoberto Lopez, Owner/Applicant; for Taco Maiz, Restaurant and is non-transferable.
2. The Special Use Permit is restricted to 2,516.45 S.F. of interior space, and 581.65 S.F. of outside sitting area as per the site plan, Exhibit "A", which is made part hereof for all purposes.
3. The Special Use Permit is restricted to a restaurant serving alcohol and hours of operation from Monday through Sunday from 6:00 a.m. through 12:00 a.m.(midnight), as per Exhibit "B".
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage shall be consistent with the City's Sign Ordinance and TABC rules or regulations.

6. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
7. Outdoor ambient music and speakers are allowed and there shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
8. At all times the restaurant is open to the public for business; it shall continually maintain and serve food from its full service menu.
9. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to SUP business holder.
10. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
11. The restaurant shall undergo an annual Fire Inspection.
12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food Handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
13. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
14. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
15. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.
16. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.
17. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not to exceed the required alcohol sales percentage).
18. The restaurant shall provide the City of Laredo, Planning Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.

Section 3: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Special Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.93.12, entitled "Enforcement and Revocation of Special Use Permits," according to the criteria and procedures described therein and below:

(a) Any Special Use Permit, authorized by City Council, shall be considered in noncompliance and shall be suspended or revoked and removed from the City of Laredo Zoning Map if:

- (1) A court having jurisdiction or a jury find the holder of the Special Use Permit guilty of a violation or if a holder of an SUP pleads guilty of violating:

(a.) Any requirement or term or condition of the Special Use Permit or has not conformed, at any time, with any or all of the requirements or terms or conditions as set out in the Special Use Permit as approved by the City Council.

(2) The activity authorized by the Special Use Permit commences prior to the institution of all Conditions imposed by the Special Use Permit.

(3) The use for which the Special Use Permit was authorized does not commence within six months of the effective date of the Special Use Permit.

(a.) An extension of up to six months may be granted, for good cause shown, by the Building Services Director upon petition of the SUP holder.

(4) The use for which the Special Use Permit is authorized is discontinued for a period of six (6) consecutive months.

(5) In the event of discontinuance or failure to commence as stipulated in Subsection 24.93.12 of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map.

(b) Procedures:

(1) Should a City of Laredo Zoning Enforcement Official or Fire Official inspection reveal non-compliance with Laredo Land Development Code, Section 24.93.7.(b) or any of any additional express conditions of the Special Use Permit, Special Use Permit suspension/revocation procedures shall commence as below stipulated:

(a.) A Zoning Officer or Fire Official shall, upon discovery of special use permit non-compliance as per Subsection 24.93.7.(b), issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the Current City Council approved Special Use Permit for that location.

(b.) If non-compliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official or Fire Official shall issue written citation.

(c.) The requirement for the issuance of a written warning and grace period shall not apply to a citation issued as a result of a violation of the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load or the failure to, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges and said citation/s shall be filed for prosecution.

(d.) Should a citation result in a court, having jurisdiction or a jury finding the holder of the Special Use Permit guilty of a violation, or if a holder of an SUP pleads guilty, the Special Use

Permit will be suspended for such period of time as is necessary to remedy the violation, but in no event shall the suspension be for less than 24 hours to be implemented as follows:.

- i. The Zoning Officer or Fire Official shall immediately notify the Planning Director, in writing, of the result of the prosecution of the citation.
- ii. The Planning Director shall, within 48 hour notice of the court's determination (or as soon thereafter as is practicable) issue the permit holder written notification of the Special Use Permit's official suspension.
- iii. The Special Use Permit Holder shall suspend all business operations in accordance with the notice.
- iv. The Special Use Permit Holder shall not resume operation until the violation has been corrected and the establishment has been inspected. A "Notice of Termination of Suspension" shall be issued by the Planning Director upon his/her finding that all issues relevant to the suspension have been complied with and the 24 hour suspension period has run. The Planning Director shall issue such notice without unreasonable delay.

(2) Upon the second conviction of a violation of any of the provisions of the Laredo Land Development Code, Section 24.93.7. (b) or any additional express condition of the Special Use Permit, within any twelve month period, the Special Use Permit will be suspended for such period of time as is necessary to remedy the violation, but in no event shall the suspension be for less than 72 hours. This provision shall be implemented in the same manner as set forth above in Section 24.93.12 (b) (1)(a-d).

(3) Upon the third conviction of a violation of any of the provisions of the Laredo Land Development Code, Section 24.93.7. (b) or any additional express condition of the Special Use Permit, within any twelve month period, and subject to the revocation/suspension procedures set forth in Section 24.93.12 (b) (1)(a-d), the Special Use Permit will be revoked and the City shall proceed with its removal from the City of Laredo Zoning Map.

(a.) The Planning Director shall issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map and the Special Use Permit Holder shall suspend all business operations which are inconsistent with and in violation of the zoning district in which the business is located.

(b.) Once the holder of the Special Use Permit has been notified of the revocation, the permit holder may petition the City Council for reinstatement of the permit. The reinstatement shall be processed and proceed in ~~the~~ same manner as a new application for a Special Use Permit inclusive of all required fees and documentation.

(c.) In the event the Special Use Permit Holder appeals the conviction, any suspension or revocation will be abated until the completion of the appeals process.

(4) For purposes of Section 24. }3.7.(1), (2), or (3) above, a finding of guilt on more than one citation issued on the same day for the Slime location shall be counted as only one violation.

(5) In the event the Special Use Permit Holder appeals a conviction, any suspension or revocation will be abated until the completion of the appeals process.

(6) Effect of Other Violations (Habitual Offenses):

(a.) Twelve violations of City Ordinances which result in an adjudication of guilt (by trial to the court, by jury or by entering a plea of guilt) during any twelve month period shall result in the revocation of the Special Use Permit. The holder of said SUP may avail himself/herself of the remedy set forth in Section 24.93.12(b)(3)(b).

(b.) Should the twelve citations, issued during any twelve month period result in a court having jurisdiction or a jury find the holder of the Special Use Permit guilty of each violation or if a holder of an SUP pleads guilty to violation/s, the City of Laredo shall consider the Special Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.

(c.) The Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map and the Special Use Permit Holder shall suspend all business operations which are inconsistent with and in violation of the zoning district in which the business is located.

(d.) Once the holder of the Special Use Permit has been notified of the revocation, the permit holder may petition the City Council for reinstatement of the permit. The reinstatement shall be processed and proceed in the same manner as a new application for a Special Use Permit inclusive of all required fees and documentation.

(e.) In the event the Special Use Permit Holder appeals any of the convictions the revocation will be abated until the completion of the appeals process.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2018.

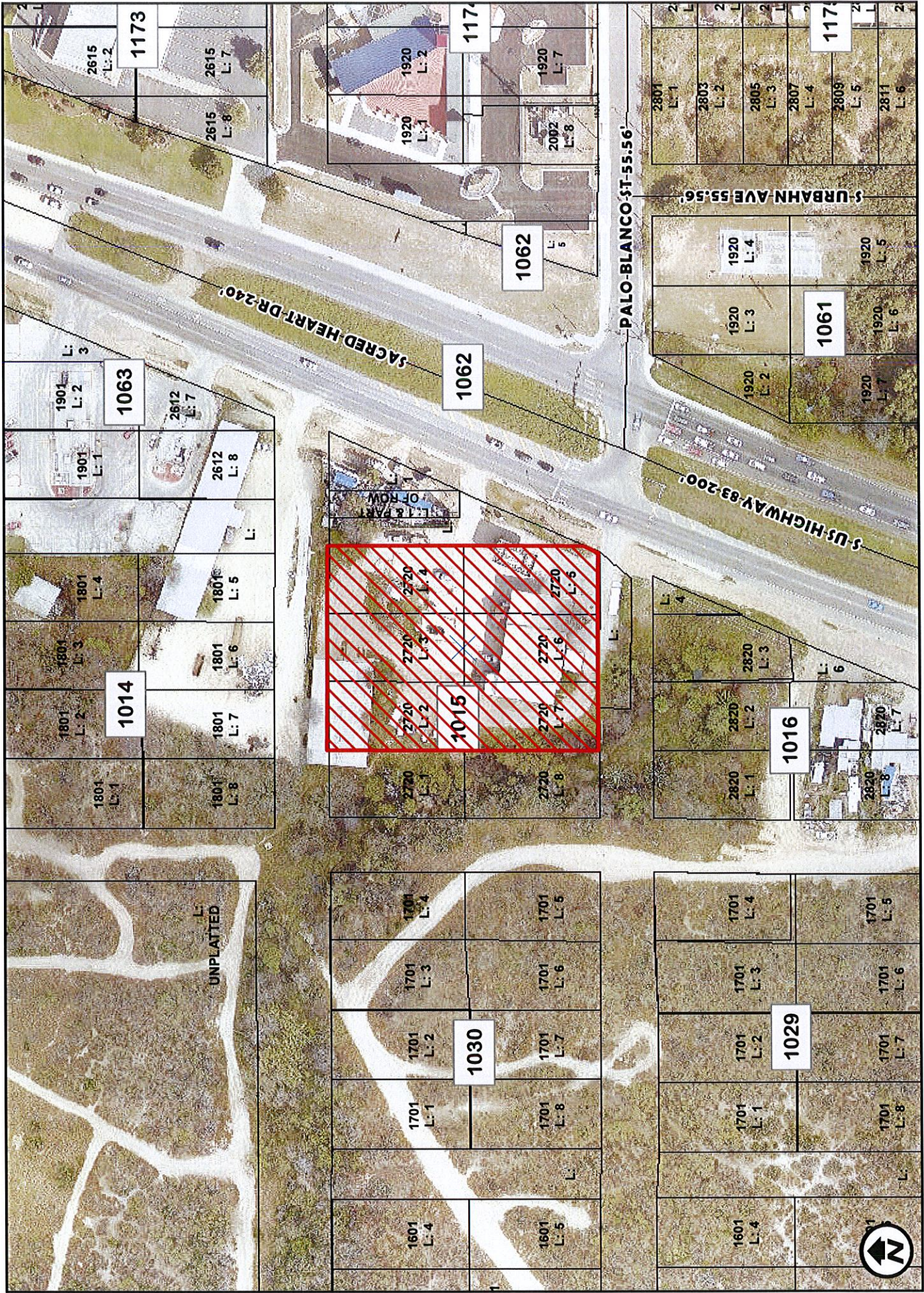
PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

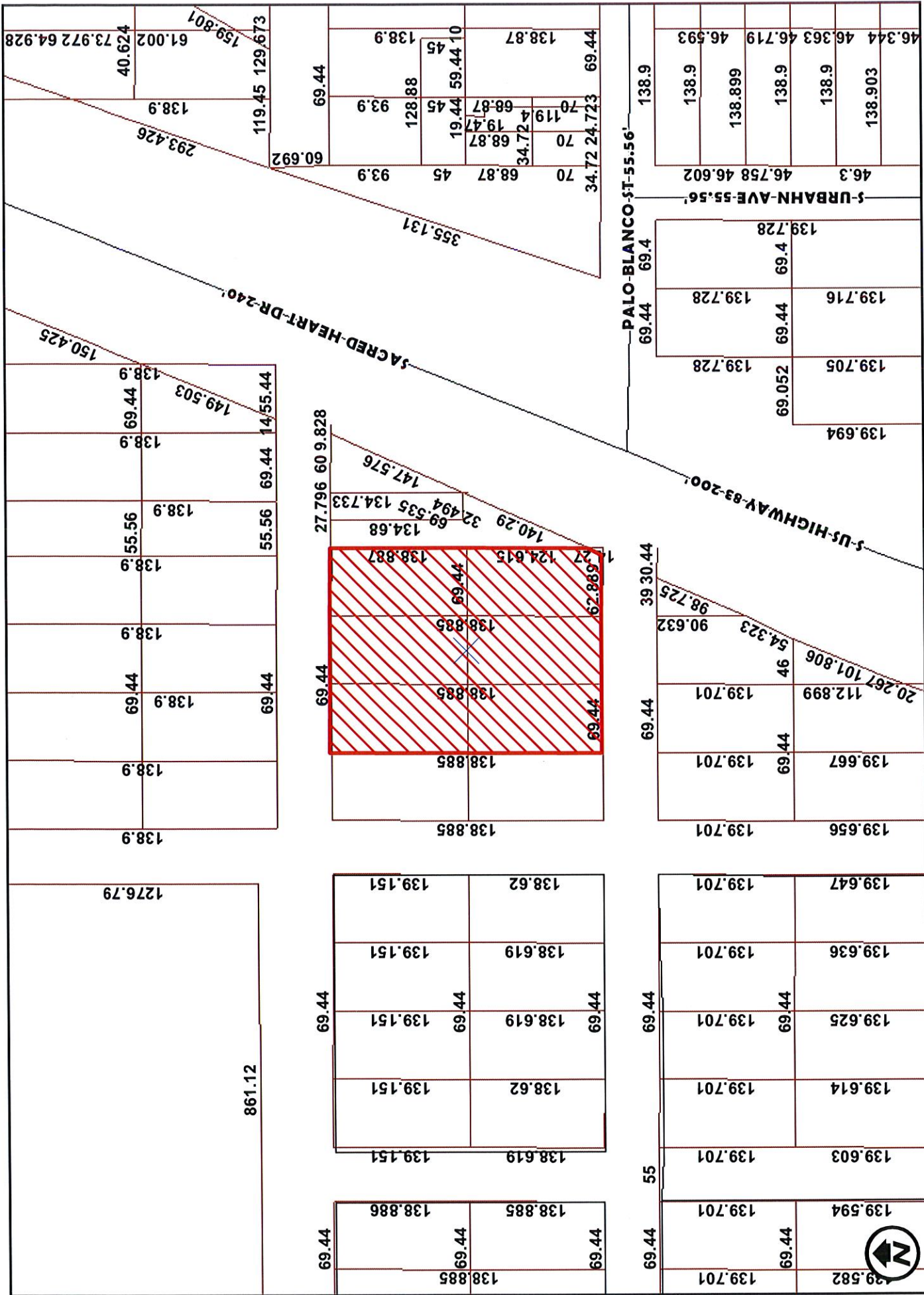
KRISTINA K. LAUREL HALE
CITY ATTORNEY



APPLICATION FOR
 S.U.P. (SPECIAL USE PERMIT)
 -> RESTAURANT SERVING ALCOHOL

ZC-21-2018
 COUNCIL DISTRICT 3
 2720 S US HIGHWAY 83

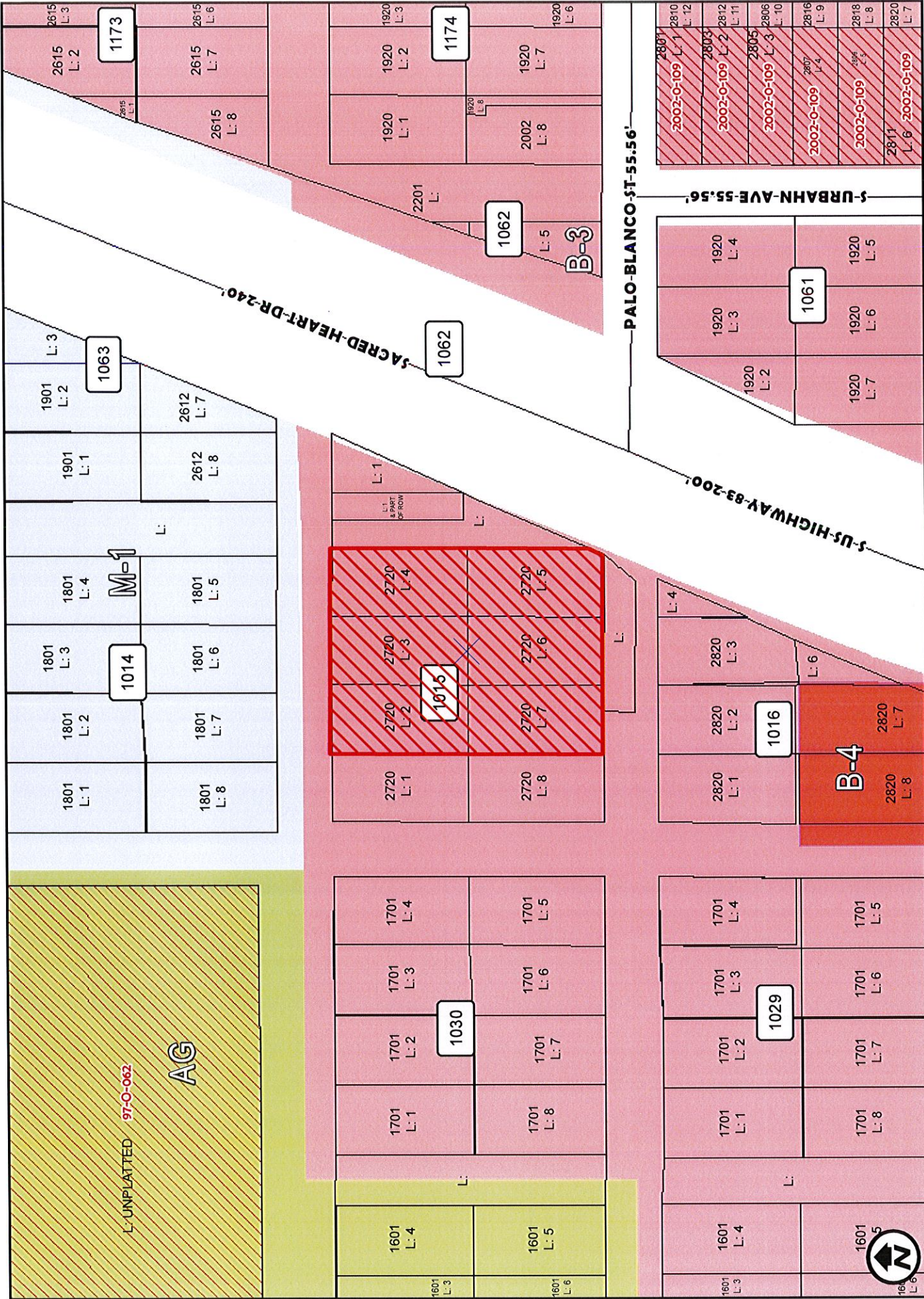
AERIAL MAP
 1 inch = 125 feet



APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> RESTAURANT SERVING ALCOHOL

ZC-21-2018
COUNCIL DISTRICT 3
2720 S US HIGHWAY 83

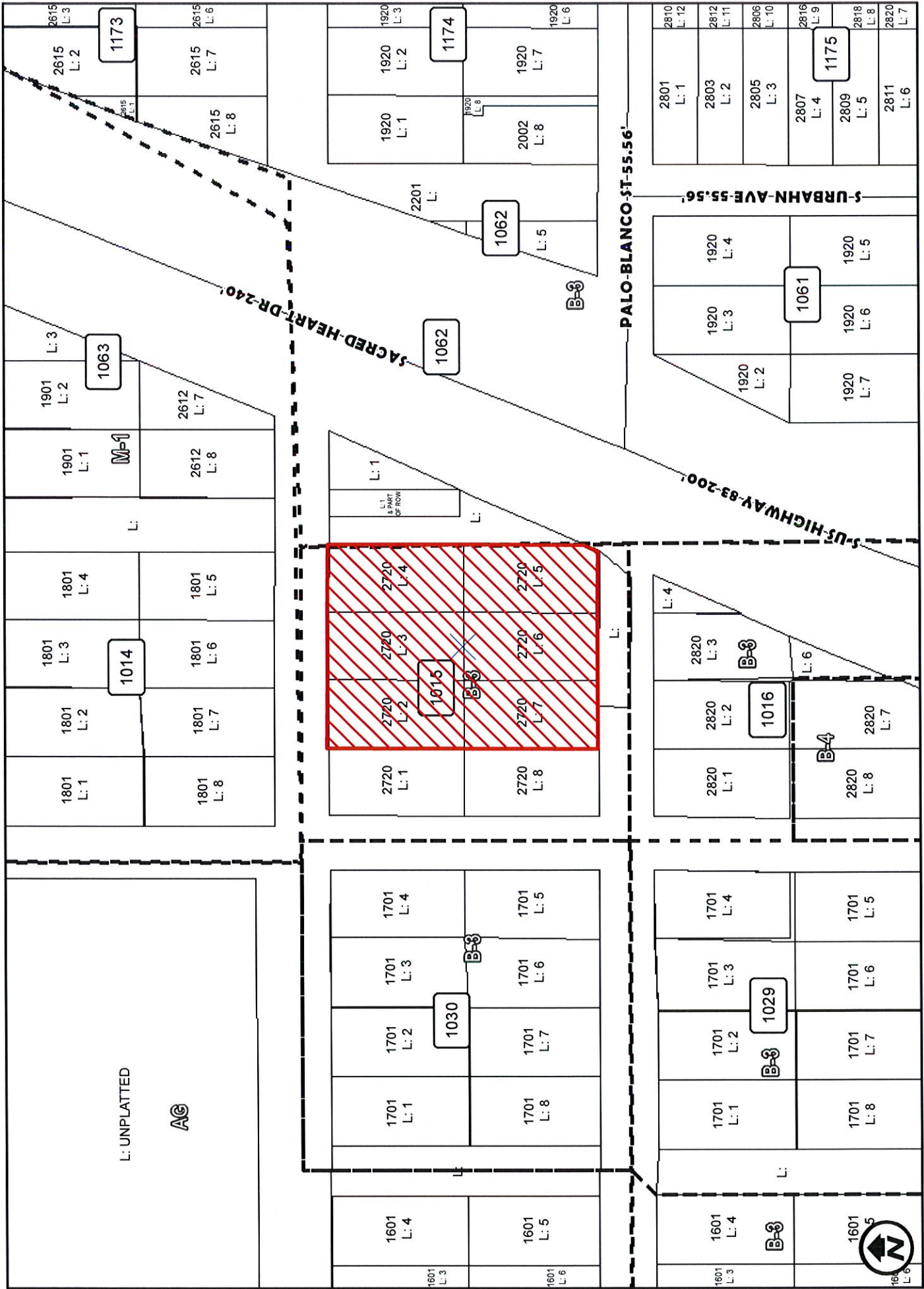
DIMENSIONS MAP
1 inch = 125 feet



APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> RESTAURANT SERVING ALCOHOL

ZC-21-2018
COUNCIL DISTRICT 3
2720 S US HIGHWAY 83

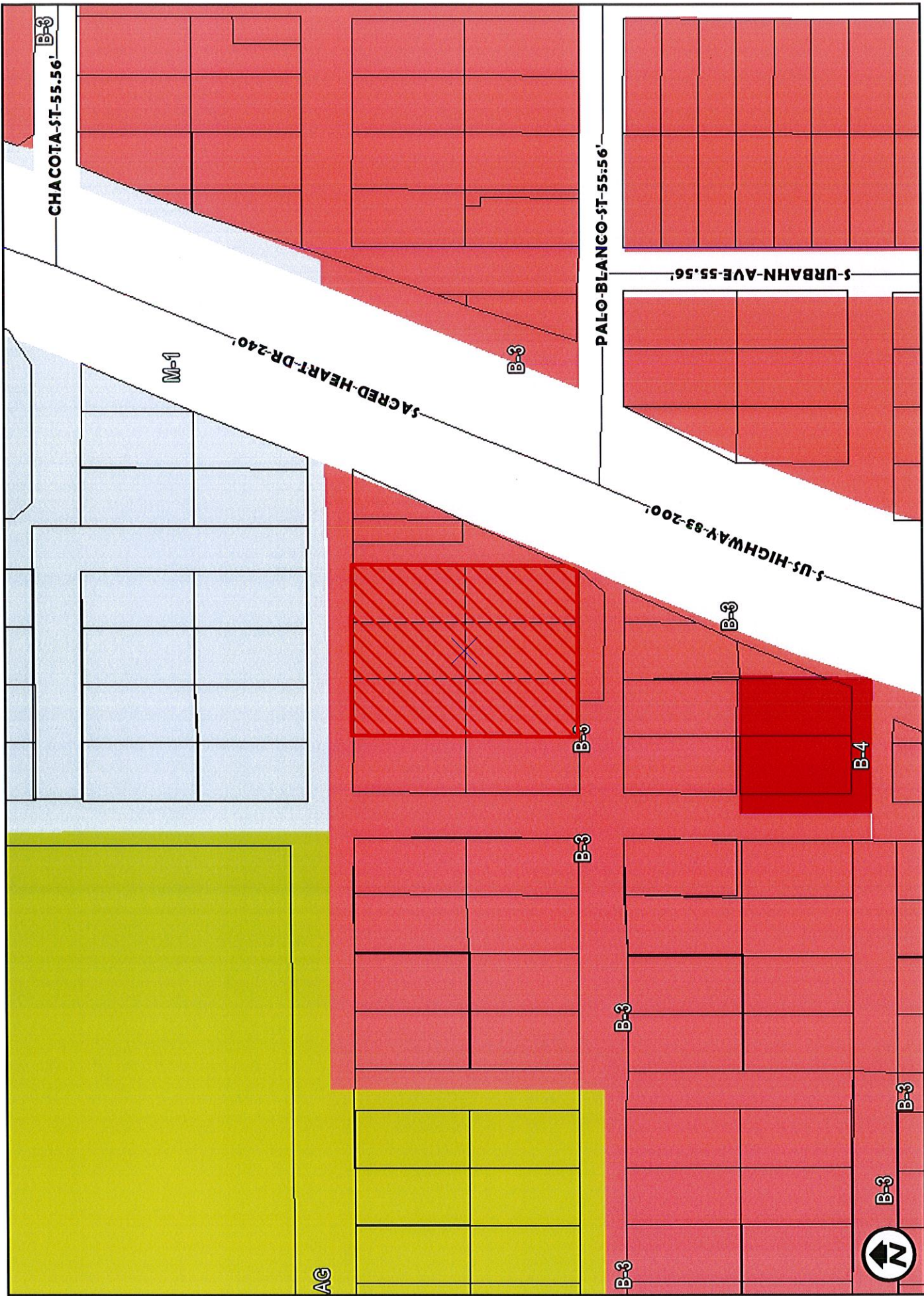
ZONING MAP
1 inch = 125 feet



APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> RESTAURANT SERVING ALCOHOL

ZC-21-2018
COUNCIL DISTRICT 3
2720 S US HIGHWAY 83

ZONING MAP
1 inch = 125 feet

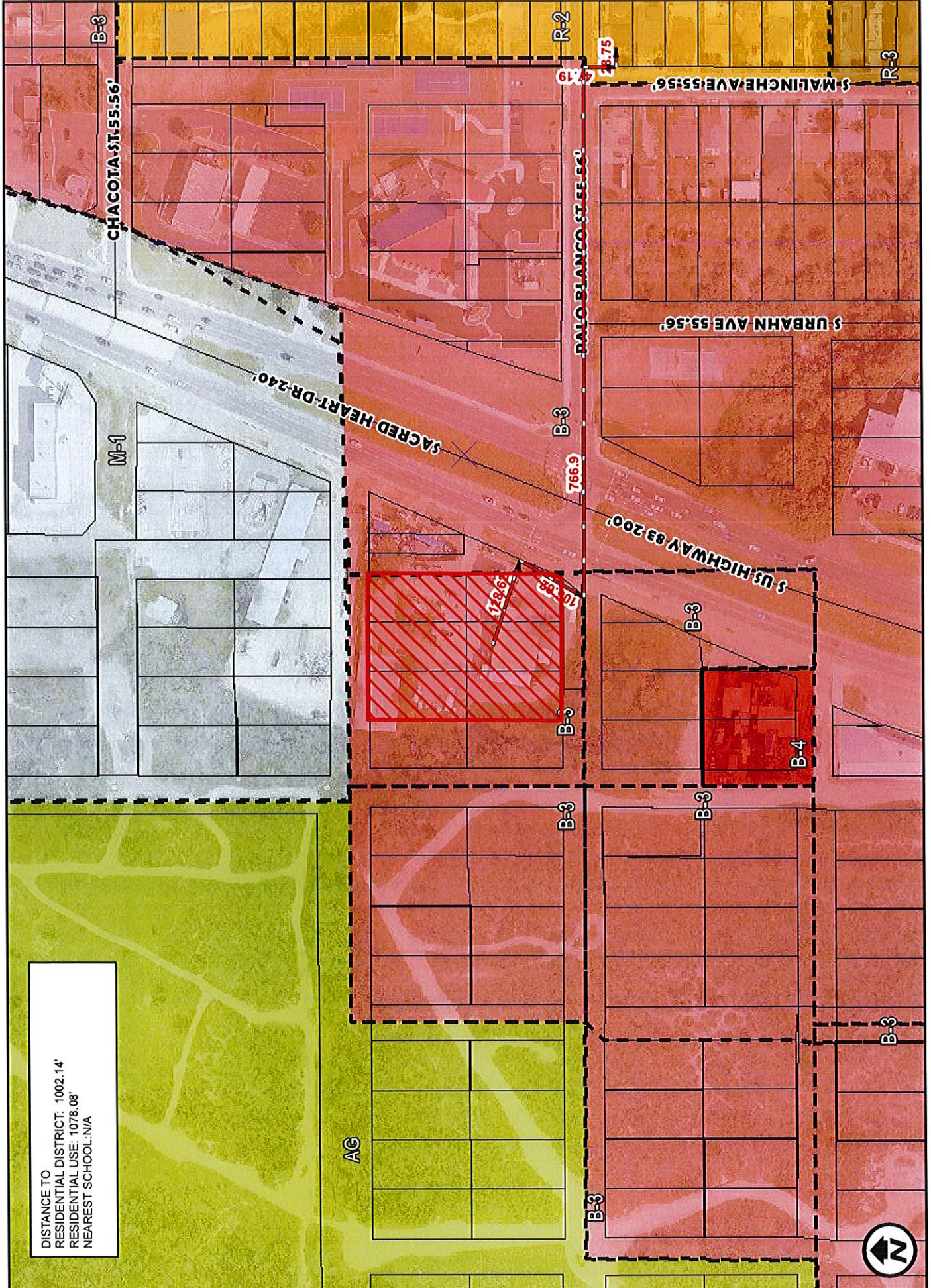


APPLICATION FOR
 S.U.P. (SPECIAL USE PERMIT)
 -> RESTAURANT SERVING ALCOHOL

ZC-21-2018
 COUNCIL DISTRICT 3
 2720 S US HIGHWAY 83

ZONING OVERVIEW
 1 inch = 150 feet

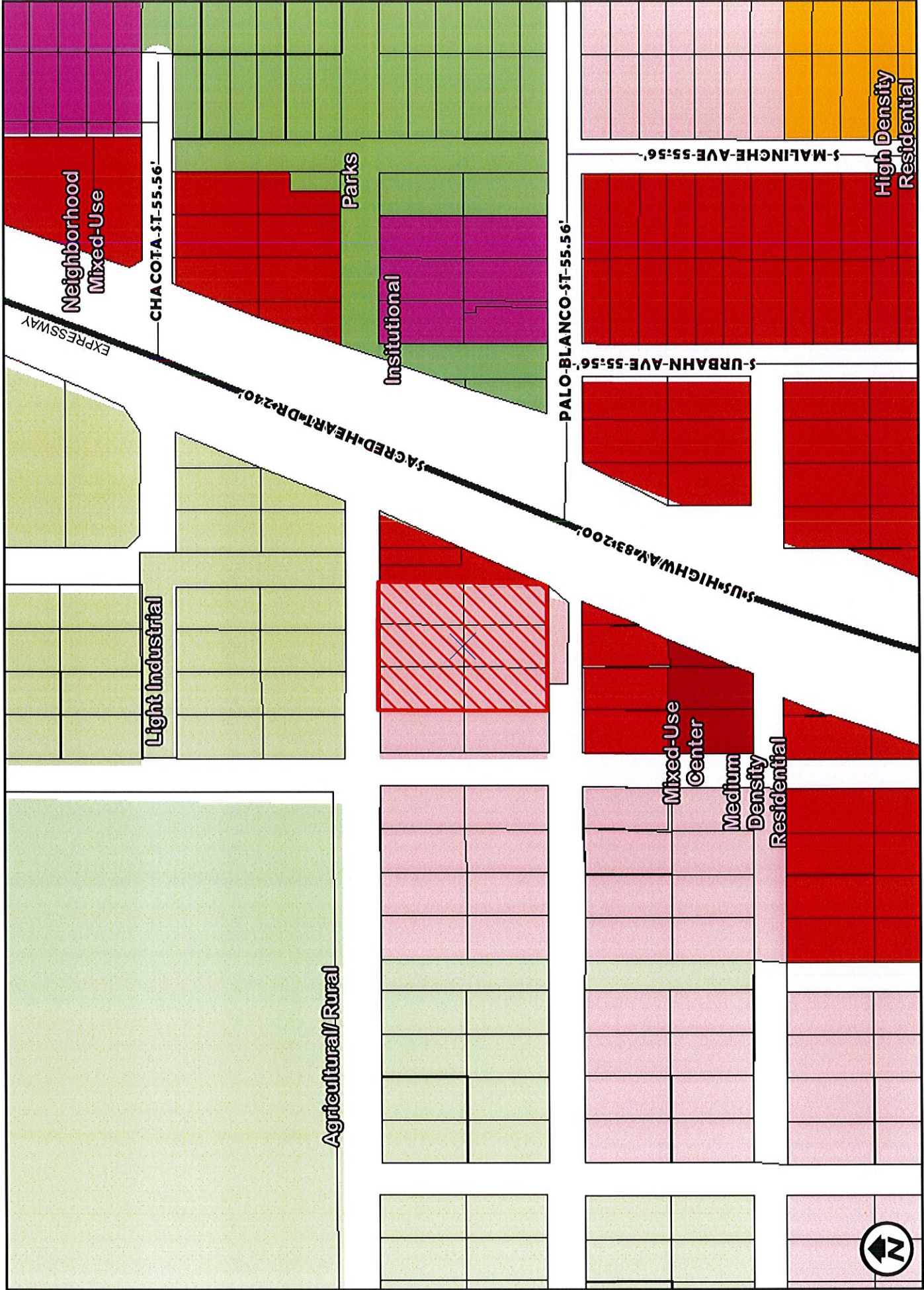
DISTANCE TO
 RESIDENTIAL DISTRICT: 1002.14'
 RESIDENTIAL USE: 1078.08'
 NEAREST SCHOOL: N/A



APPLICATION FOR
 S.U.P. (SPECIAL USE PERMIT)
 -> RESTAURANT SERVING ALCOHOL

ZC-21-2018
 COUNCIL DISTRICT 3
 2720 S US HIGHWAY 83

MEASUREMENTS
 1 inch = 175 feet















APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> RESTAURANT SERVING ALCOHOL

ZC-21-2018
COUNCIL DISTRICT 3
2720 S US HIGHWAY 83
FUTURE LANDUSE MAP
1 inch = 200 feet



Land Use Equivalents Chart

New Land Use Types	Current Zoning Groups
 Agricultural / Rural	AG
 Low Density Residential	R-1, R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions *
 Medium Density Residential	R-1, R-O, R-2, B-1R, R1-B, Small format market
 High Density Residential	R-3, R-2, B-1R, B-1, R-O
 Neighborhood Mixed-Use	ALL EXCEPT M-1, M-2, B-4, AH, AN, FH, OG, FiH
 Mixed-Use Center	ALL EXCEPT, M-1, M-2, AH, AN, FH, OG. B4 allowed with exceptions**
 Downtown Mixed-Use	CBD, R-1, R-2, R-3, R-1B, R-1A, R-O, AE
 Institutional	CF, MF
 Light Industrial	M-1, B-4, B-3
 Heavy Industrial	M-1, M-2, B-4, B-3, FiH
 Transportation	AH, AN
 Parks	

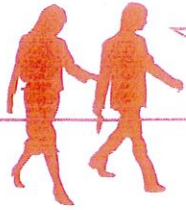
* RO within a Low Density Residential is allowed with the exception of restaurants.

** Land uses allowed under a B4 are allowed with the exception of the following uses***:

- Farms, General (Crops & Livestock)
- Farms, General (Livestock/Ranch)
- Bulk Grain And/Or Feed Storage
- Veterinarian (Outdoor Animal Confinement)
- Stables (Private, Principle Use)
- Stables (Private, Accessory Use)
- Stables (Commercial)
- Auto Wrecker Service
- Inoperable Vehicle Holding Yard
- Jail
- Halfway House
- Scrap/Waste Recycle Collection
- Zoo
- Horse Training Facility
- Amusement Redemption Machine Establishment
- Auto Impound Yards
- Auto Salvage Yards
- Transit and Maintenance Vehicle Equipment Facility
- Collection Container

The intent of this table is to provide a transitional language between the uses recommended within the vision of this plan and the current land development uses which are organized through the use of zones. When the city's land development code is revised and adopted according to this plan, this table will no longer be necessary. This table should not be used to directly translate the current zoning to new land development code revisions. City staff should use discretion and best planning practices if using this table as guide in any approval process.

***Note: exceptions only apply to the extent that they do not contradict any other ordinances such as the Urban Agriculture Ordinance, as an example.



The city has no water features; only Casa Blanca. North Laredo Central Park could be turned into a river walk with an urban recreational lake surrounded by businesses.



Create incentives for job creation, economic development, and alternative land development options (higher and lower density).



Land Uses

Place types and neighborhoods are made up by different land uses in the future land use map. Specified land uses however, are not meant to equate to single-use zoning areas. Rather a land use type in the future land use map describes the overall character of a neighborhood.

Neighborhoods are generally made up of residential and mixed-use designations:

- Low-Density Residential** describes a neighborhood whose character is primarily defined by single-family homes. A diverse range of lot sizes and unit types is encouraged, along with an interconnected network of blocks, streets and public spaces. Denser housing types such as duplexes, fourplexes and small apartment buildings should be designed to fit into the character of a single-family residential neighborhood. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.
- Medium-Density Residential** describes a neighborhood that is primarily residential in character, but includes a full range of range of residential building types. These include single-family homes in small and medium sized lots, attached rowhouses and apartment buildings. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.



Low Density Residential

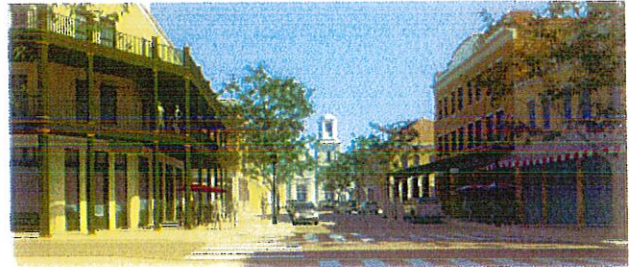


Medium Density Residential



High Density Residential

- **High-Density Residential** describes a neighborhood whose character is primarily defined by multi-family residential building types, but can also include single family homes in small lots and neighborhood-serving businesses. A diverse range of housing types is encouraged, including attached rowhouses, small and large apartment buildings, courtyard buildings and small mixed-use buildings. Small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should be sited to provide landmarks to the neighborhood.



Neighborhood Mixed-Use

- **Neighborhood Mixed-Use** describes a neighborhood-serving mixed-use district that includes multistory, mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.



Mixed-Use Center

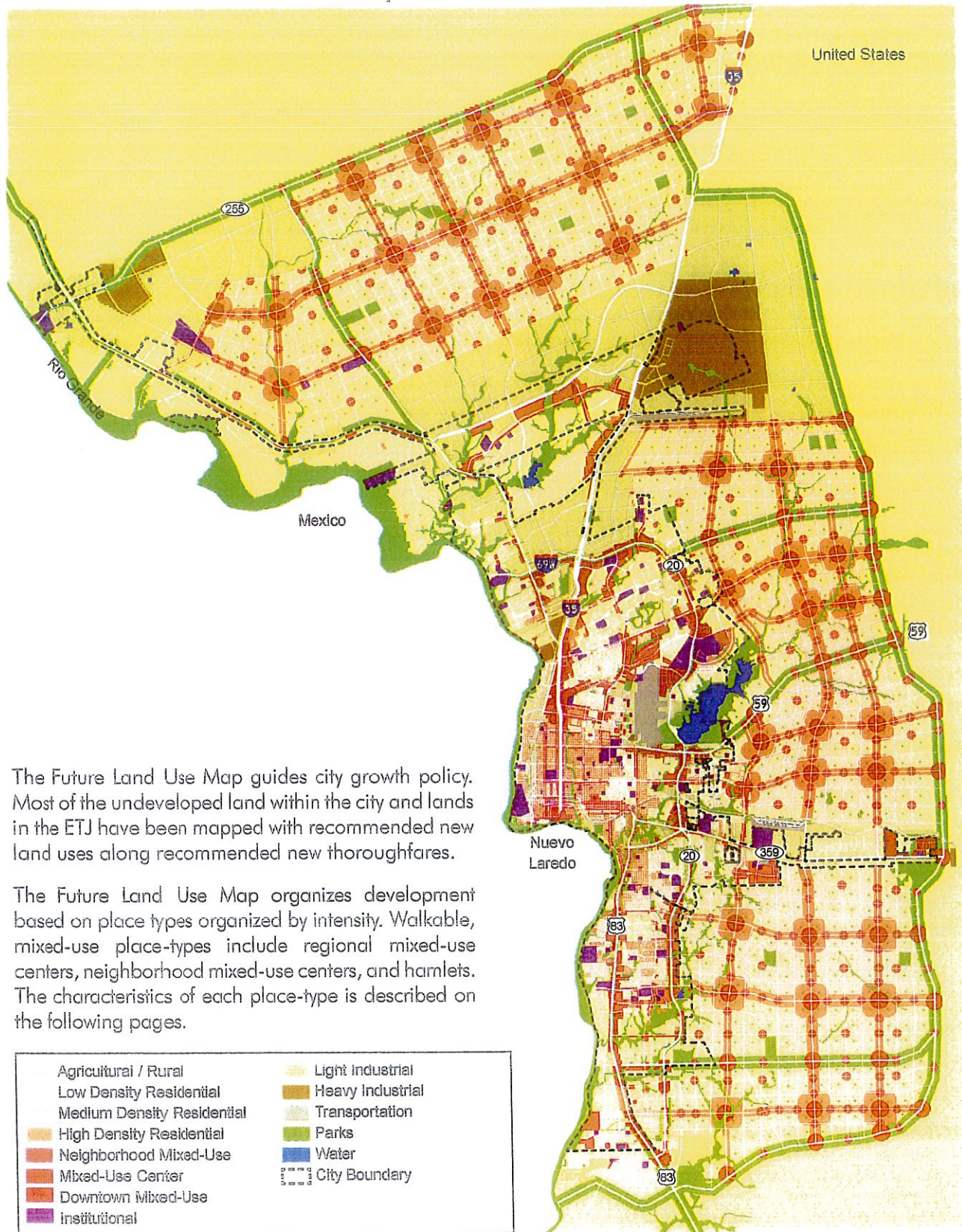
- **Mixed-Use Center** describes a mixed-use center that includes multistory, mixed-use buildings with commercial, office and residential uses. Regional or neighborhood oriented shopping areas are encouraged as a primary feature. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

- **Downtown Mixed-Use** describes the most intense urban development in the City of Laredo. Reserved primarily for downtown Laredo, it includes multi-story mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between the downtown and primarily residential neighborhoods. The addition of residential uses on the upper floors of downtown buildings is encouraged as a priority for downtown revitalization.



Downtown Mixed-Use

Future Land Use Map



The Future Land Use Map guides city growth policy. Most of the undeveloped land within the city and lands in the ETJ have been mapped with recommended new land uses along recommended new thoroughfares.

The Future Land Use Map organizes development based on place types organized by intensity. Walkable, mixed-use place-types include regional mixed-use centers, neighborhood mixed-use centers, and hamlets. The characteristics of each place-type is described on the following pages.

Agricultural / Rural	Light Industrial
Low Density Residential	Heavy Industrial
Medium Density Residential	Transportation
High Density Residential	Parks
Neighborhood Mixed-Use	Water
Mixed-Use Center	City Boundary
Downtown Mixed-Use	
Institutional	

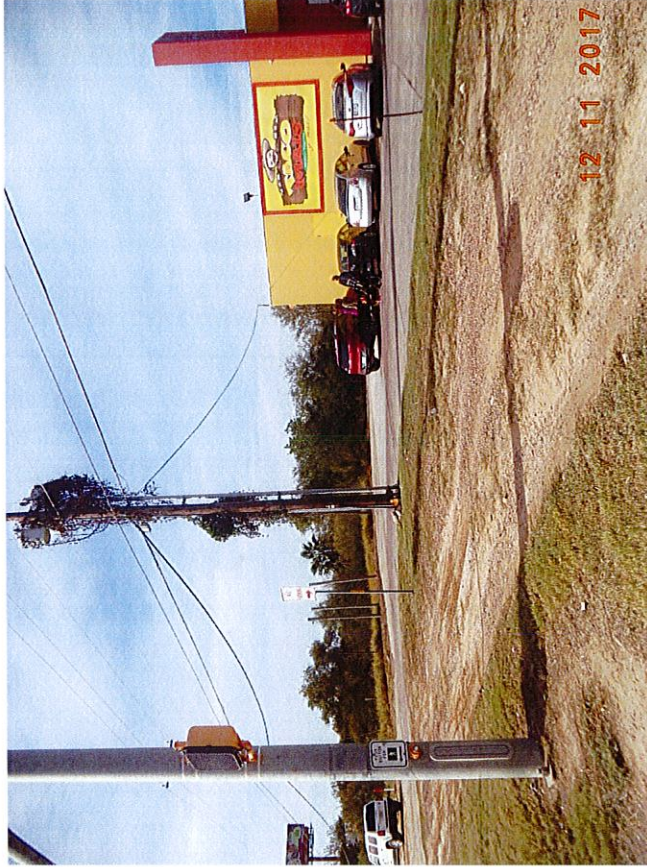
ZC-21-2018
B3 TO Special Use Permit for a Restaurant Selling Alcohol
2720 S US Highway 83



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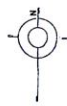


ZC-21-2018
B3 TO Special Use Permit for a Restaurant Selling Alcohol
2720 S US Highway 83

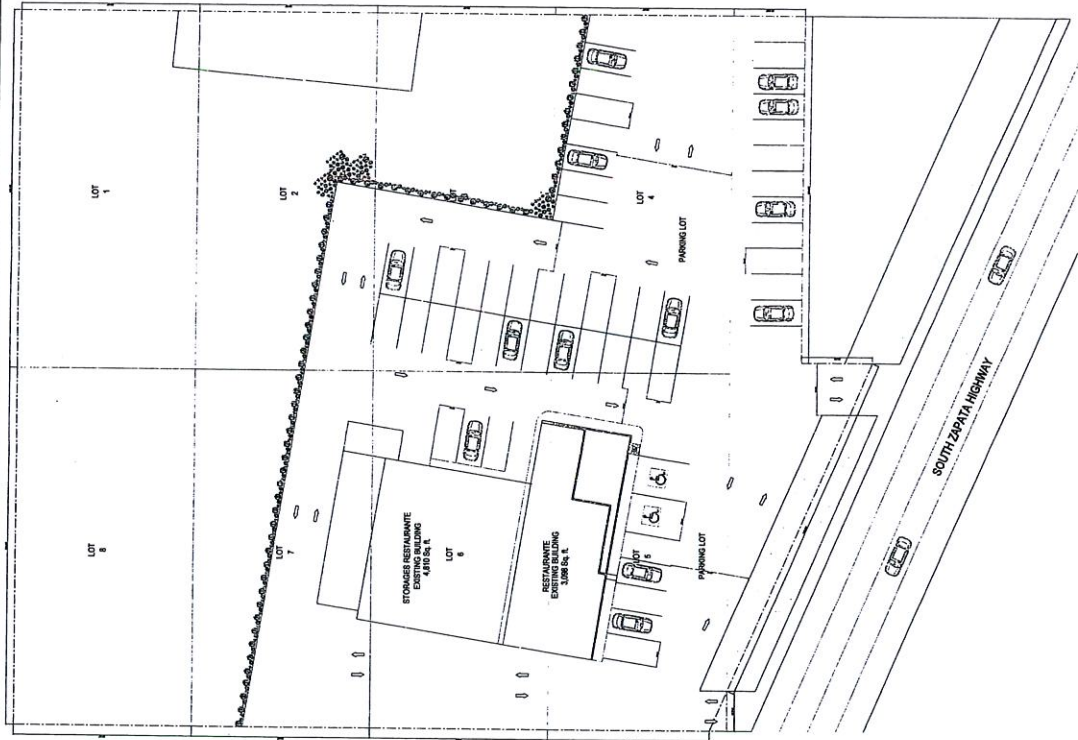


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QS DESIGN INC. 4115 West Loop South Suite 1000 Dallas, TX 75240 Phone: 214.415.1111 Fax: 214.415.1112 Website: www.qsd.com		PROJECT: TACONADARE 2720 South Zupata Highway Lubbock, TX		Scale: 1/8" = 1'-0" DATE: 08/25/16		BY: [Signature]		DATE: 08/25/16	
REVISIONS: NO. BY DATE 1. [Signature] 08/25/16		DATE: 08/25/16		BY: [Signature]		DATE: 08/25/16		DATE: 08/25/16	
DATE: 08/25/16		DATE: 08/25/16		DATE: 08/25/16		DATE: 08/25/16		DATE: 08/25/16	



SUBJECT TO
FIELD INSPECTION
 Exhibit A
left

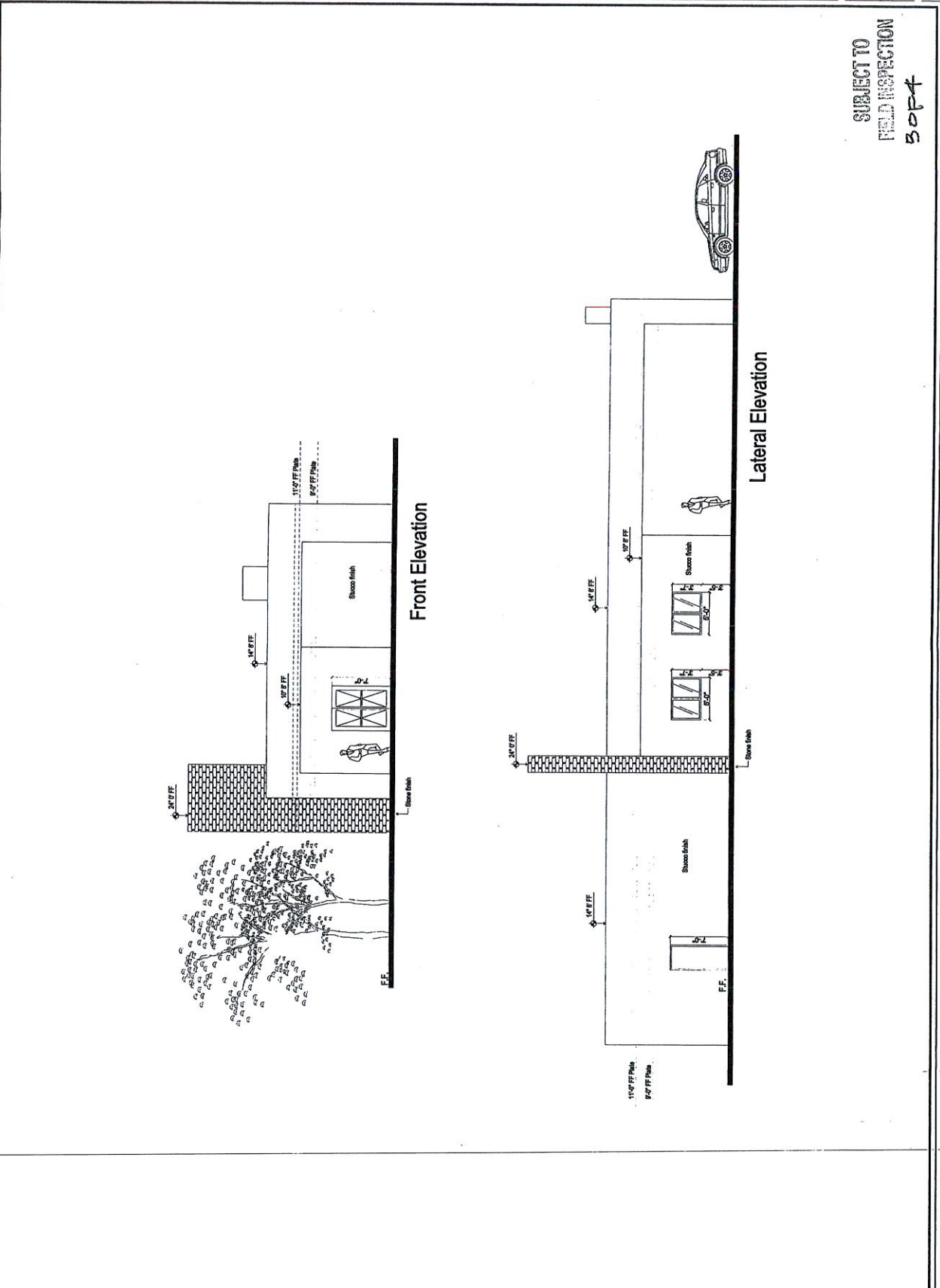


of C Parking Space SA



ADDRESS: 2720 S US HIGHWAY 83
 ALL CITY OF LUBBOCK, TEXAS
 ALLEN 1016 ED @ 2700 SO ZUPATA HWY
 LOT 14
 BLOCK 1015
 SUBDIVISION NAME EASTERN

DWG: P-07
 SITE PLAN
 REVISION 08.25.16



SUBJECT TO
FIELD INSPECTION
BOP4

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QS DESIGN INC.
46-3861431
3116 Calle del Norte
San Diego, CA 92108
619.328.7417
Sergio E. Olazábal

PROJECT: **TACONNADRE**

2720 South Zanes Highway
Lubbock, TX

Scale: 3/32" = 1'
DATE: 08/25/16

REVISIONS	BY	DATE

Drawn by: UH

DATE: 08/25/16

PROJECT: P-04

ELEVATION PLAN

SHEET: 1 OF 7



To:

Planning Department
1120 San Bernardo Ave # 2,
Laredo, TX 78040
(956) 794-1613

My name is Rigoberto Lopez owner and founder of a Local chain of restaurants named Taco Mais, formerly Taco N Madre, with a total of thirteen locations in Laredo TX. We were founded with a walk up Taqueria concept, hence the name, however most of our locations have evolved into a full service dine-in restaurant.

Our success is due, in part, to always listening to our customers' needs and suggestions for a better overall customer experience. In the last few years, our customers have been requesting more and more a more complete restaurant experience with alcoholic beverages as an option for them. I am proposing to grant our clients this request in one of our busiest and newest locations. I am looking to keep the alcohol license solely in this location at first as a pilot/or trial location. Thereafter, if sales reflect profit and our customers are satisfied, we may expand to other locations. For now, we will focus in making this service available for Taco Mais (Palo Blanco Location). Taco Mais in every location will always keep serving food as the main service and the liquor service as a secondary option to our customers.

Below are some specifics for the location in question

Location Address:

2720 US Highway 83
Laredo, TX. 78041

Certificate of Occupancy Capacity

88 Guests

Hours of Operation

Monday - Sunday
6:00AM - 11:00 AM

Number of Employees

11

Parking Lot Size / Capacity

54 Spaces

Thank you,


Rigoberto Lopez, Owner

Exhibit B

1 of 2

TACOS

Brisket	\$0.99
Al Pastor	\$0.99
Chicken Fajita	\$0.99
Sausage	\$1.75
Ternera	\$1.75
Quesadilla	\$2.25
Quesadilla c/ Carne	\$2.99
Fajita	\$2.25
Molleja	\$2.25
Pirata	\$2.75
Tripita	\$2.75

Ingredientes Extras 75 ¢

TACO COMBO

Brisket	\$ 7.00
Fajita	\$10.00
Molleja	\$ 9.00
Tripita	\$12.00

Incluye: 4 Tacos, Frijoles Borrachos y Coca de Bote

4 Tacos de Caballo \$5.50



CALDO

Lunes a Viernes

Caldo de Res Grande ...	\$6.99
Caldo de Res Chico	\$4.99

COMBOS

2 Hot Dogs Mexicanos	\$5.00
2 Lonches de Ternera	\$5.50
Hamburguesa	\$6.00
Tostada Estilo Siberia	\$6.50
Tortas	\$6.50

(Brisket, Ternera, Fajita, Al Pastor, Jamón)

Incluye: Fritos y Soda de Bote

SINGLES

Frijoles Charros	\$1.75
Frijoles con Queso	\$2.25
Frijoles con Queso y Carne	\$2.75
Hot Dog	\$2.00
Lonche de Ternera	\$2.25
Burrito	\$5.99

(Fajita de Pollo, Pastor, Brisket, Picadillo)

Burrito con Fajita	\$6.99
Hamburguesas	\$4.50
Torta	\$5.50

(Brisket, Ternera, Fajita, Al Pastor, Jamón)

Papa al Horno con Fajita.....	\$5.99
Choriqueso con 4 Tortillas	\$5.99
Cebolla Asada	\$2.99
Guacamole	\$2.99

TACOS DE ALMUERZO

6:00 AM - 11:30 AM

Huevo con Papa	\$1.19
Huevo con Chorizo	\$1.19
Huevo con Tocino	\$1.19
Huevo con Salchicha	\$1.19
Huevo con Jamón	\$1.19
Huevo a la Mexicana	\$1.19
Papa con Tocino	\$1.19
Salchicha en Salsa	\$1.19
Frijol	\$1.19
Frijol con Chorizo	\$1.19
Frijol con Huevo	\$1.19
Frijol con Queso	\$1.19
Frijol con Tocino	\$1.19
Picadillo	\$1.69
Chicharrón	\$1.69
Deshebrada (Roja)	\$1.69
Machacado	\$1.69
Migas	\$1.69
Chilaquiles	\$1.69
Barbacoa	\$2.29

Ingredientes Extras **75 ¢**

MENUDO

SABADOS Y DOMINGOS

Grande	\$7.99
Mediano	\$5.99
Mini	\$2.99

PLATILLOS

Huevos Rancheros	\$4.50
Huevos al Gusto	\$4.99
Machacado con Huevo ..	\$5.50
Chilaquiles	\$4.99
Chilaquiles con huevo ...	\$5.99
Pancake Huevo Tocino ..	\$5.99
(2 Pancakes, 2 Huevos y 2 Tiras de Tocino)	
Avena Grande	\$3.99
Avena Chica	\$2.99

BEBIDAS

Kool-Aid	\$1.00
Cafe	\$1.75
Botella de Agua	\$1.00
Soda de Bote	\$1.25
Coca Mexicana	\$2.75

City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Cynthia Collazo, Deputy City Manager

Initiated By: Axis Hospitality LLC, Manish J. Bhakta, Owner/Applicant.

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1, Block 1 Axis Hospitality Plat, located at 4820 San Bernardo Ave., from B-3 (Community Business District) to B-4 (Highway Commercial District); providing for publication and effective date.

Staff supports the application and Planning & Zoning Commission recommends approval of the zone change.

ZC-20-2018

District VII

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: VII – The Honorable George Altgelt.

Proposed use: Hotel/Lounge

Site: Axis Hotel.

Surrounding land uses: North of the property is Whataburger, Red Roof Inn, Ming Dynasty, Restaurant, Gateway Inn, Fire Station # 7 and Gambit Bingo. East of the property is Valero, Wendy's, McDonalds, Palenque Grill and Burger King. West abutting the property is Sam's and Metex Plaza to the south.

Comprehensive Plan: The Future Land Use Map recognizes this area as Neighborhood Mixed-Use.

Transportation Plan: The Long Range Thoroughfare Plan identifies W Calton Rd., as an Industrial Collector and San Bernardo Ave., as a Minor Arterial.

Letters sent to surrounding property owners: 11

In Favor: 1

Opposed: 0

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 9 to 0 vote, recommended approval of the zone change.

STAFF RECOMMENDATION

Staff supports the proposed zone change.

STAFF COMMENTS

The proposed zone change is appropriate at this location. The current property serves B4 uses and is well established in the area as high commercial. Introducing a B-4 district will not affect the neighborhood in a negative way.

Staff supports the proposed zone change for the following reasons:

1. The property abuts a B-4's zoning south, and west of the property and across San Bernardo Ave., east of the property, and across W Calton Rd., north of the property. The property is a block away from San Dario Ave, with access through West Calton Rd. and San Bernardo Ave.
2. The property complies with the B-4 lot size of 10,000 square feet. The property is 1.9161 acres(83,465.316 SF).
3. The proposed zone change is appropriate at this location, and it complies with the Comprehensive Plan's designation as Neighborhood Mixed-Use.

IMPACT ANALYSIS

B-4 (Highway Commercial District): The purpose of the B-4 District (Highway Commercial District) is to provide for those businesses and services serving a regional area which are to be located primarily along principal (major) arterial streets or the freeway, as classified in the Transportation Plan of the City of Laredo. It is intended for this zoning classification to exist primarily along principal arterial streets or the freeway and to impose site development regulations to ensure adequate access of all uses within this classification.

Is this change contrary to the established land use pattern?

No. The established land use pattern in the area is mostly high commercial. The property is located at the intersection of an Industrial Collector (W Calton Rd.), and a Minor Arterial (San Bernardo Ave.) and it is surrounded by B-4 zoning districts north, south and west of the property.

Would this change create an isolated zoning district unrelated to surrounding districts?

No. there is B-4 districts north, south and west of the property.

Will change adversely influence living conditions in the neighborhood?

No. The property is surrounded by commercial uses. The proposed use (Lounge/Bar) is

a re-introduction in the area and may not increase noise and traffic in the neighborhood, and there are no residential uses within the area.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?

Yes. The existing B-3 (Community Business District) allows for commercial uses, but a Bar is not a permitted use in the current B-3 zoning; unless the applicant acquires a B-4 zoning or a CUP for a Bar to meet compliance. The property owner decided to request the zone change being that the property abuts a B-4 zoning to the south and west.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance 2018-O-

ZC-20-2018-Council Maps, Pictures

ORDINANCE NO. 2018-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 1, BLOCK 1, AXIS HOSPITALITY PLAT, LOCATED AT 4820 SAN BERNARDO AVE., FROM B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of Lot 1, Block 1, Axis Hospitality Plat, located at 4820 San Bernardo Ave., from B-3 (Community Business District) to B-4 (Highway Commercial District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on December 21, 2017; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended approval of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on January 16, 2018, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning, Lot 1, Block 1, Axis Hospitality Plat, located at 4820 San Bernardo Ave., from B-3 (Community Business District) to B-4 (Highway Commercial District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2018.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

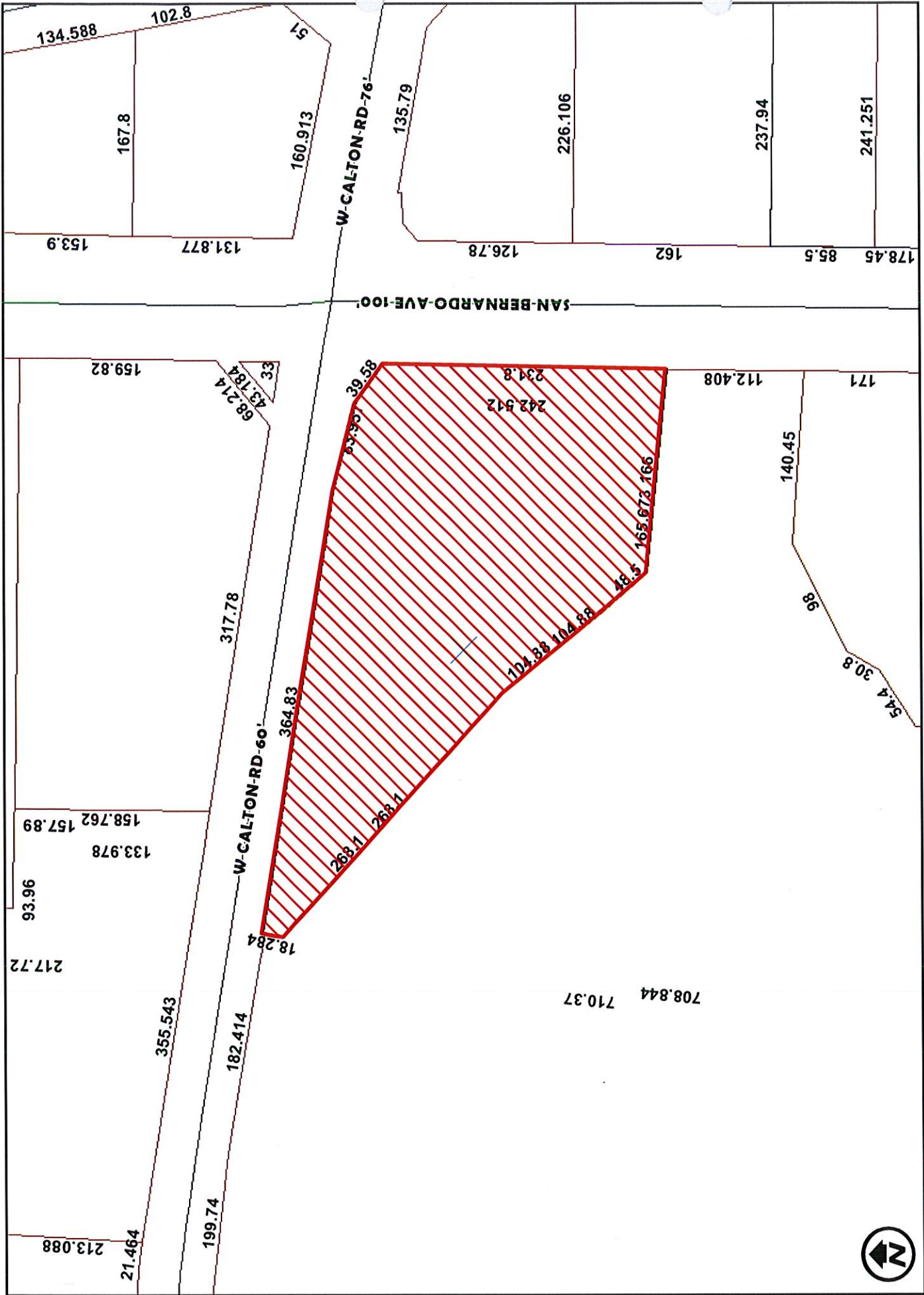
KRISTINA K. LAUREL HALE
CITY ATTORNEY



APPLICATION FOR
B3 (COMMUNITY BUSINESS DISTRICT)
→ B4 (HIGHWAY COMMERCIAL DISTRICT)

ZC-20-2018
COUNCIL DISTRICT 7
4820 SAN BERNARDO AVE

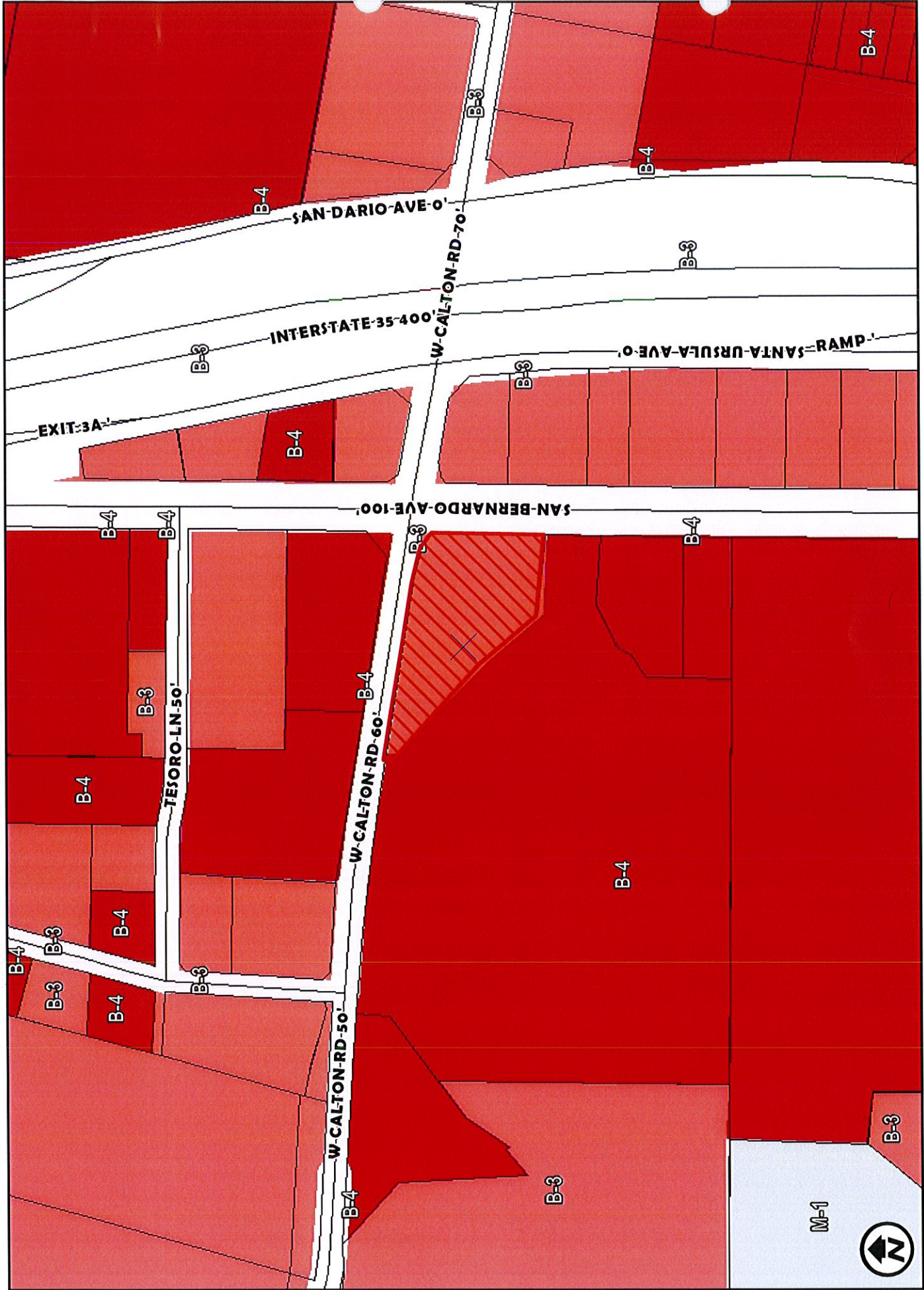
AERIAL MAP
1 inch = 100 feet



APPLICATION FOR
 B3 (COMMUNITY BUSINESS DISTRICT)
 -> B4 (HIGHWAY COMMERCIAL DISTRICT)

ZC-20-2018
 COUNCIL DISTRICT 7
 4820 SAN BERNARDO AVE

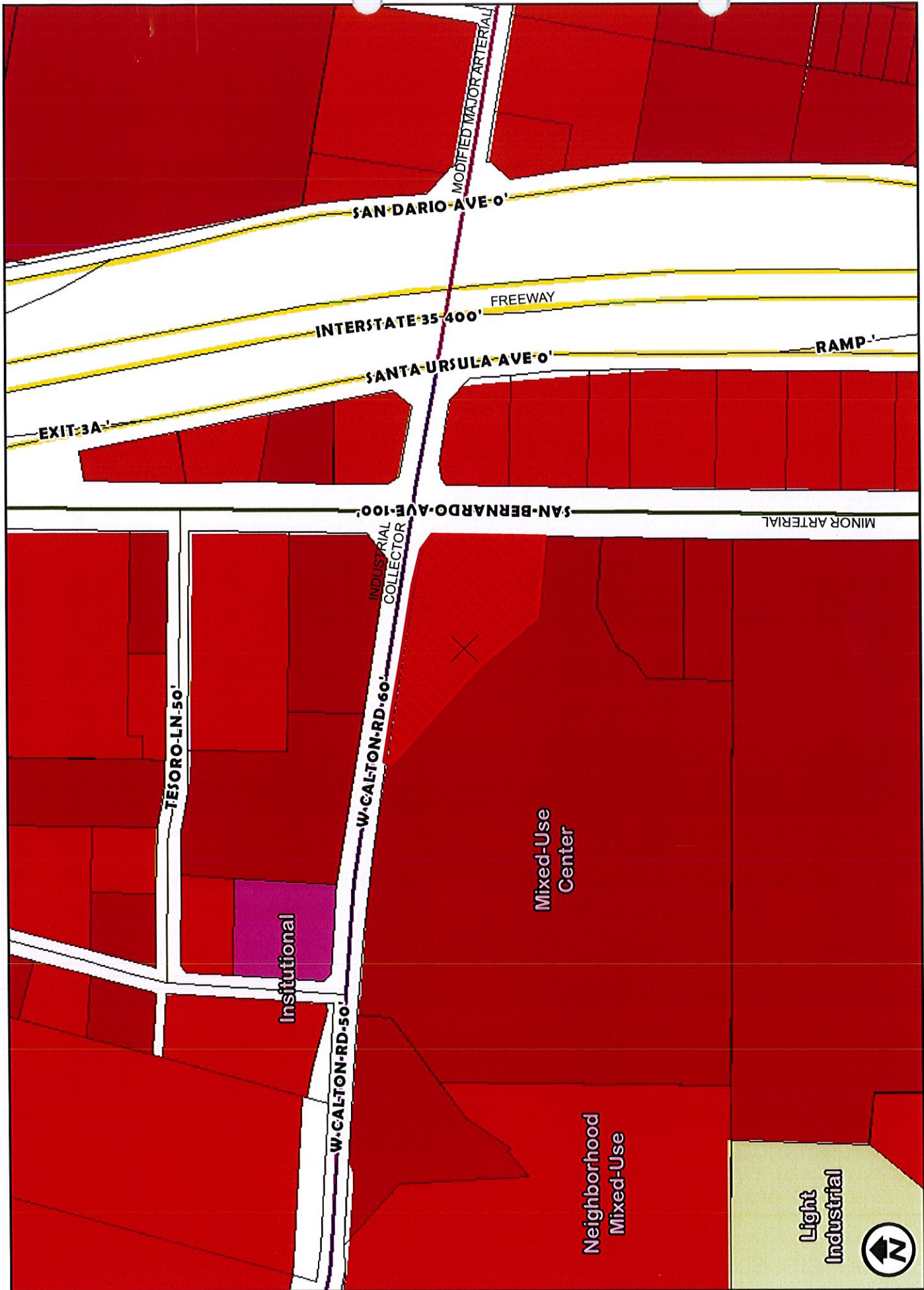
DIMENSIONS MAP
 1 inch = 100 feet



APPLICATION FOR
 B3 (COMMUNITY BUSINESS DISTRICT)
 -> B4 (HIGHWAY COMMERCIAL DISTRICT)

ZC-20-2018
 COUNCIL DISTRICT 7
 4820 SAN BERNARDO AVE













ZONING OVERVIEW
 1 inch = 250 feet



APPLICATION FOR
 B3 (COMMUNITY BUSINESS DISTRICT)
 -> B4 (HIGHWAY COMMERCIAL DISTRICT)

ZC-20-2018
 COUNCIL DISTRICT 7
 4820 SAN BERNARDO AVE
 FUTURE LANDUSE MAP
 1 inch = 250 feet

Land Use Equivalents Chart

New Land Use Types	Current Zoning Groups
 Agricultural / Rural	AG
 Low Density Residential	R-1, R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions *
 Medium Density Residential	R-1, R-O, R-2, B-1R, R1-B, Small format market
 High Density Residential	R-3, R-2, B-1R, B-1, R-O
 Neighborhood Mixed-Use	ALL EXCEPT M-1, M-2, B-4, AH, AN, FH, OG, FiH
 Mixed-Use Center	ALL EXCEPT, M-1, M-2, AH, AN, FH, OG. B4 allowed with exceptions**
 Downtown Mixed-Use	CBD, R-1, R-2, R-3, R-1B, R-1A, R-O, AE
 Institutional	CF, MF
 Light Industrial	M-1, B-4, B-3
 Heavy Industrial	M-1, M-2, B-4, B-3, FiH
 Transportation	AH, AN
 Parks	

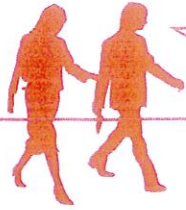
* RO within a Low Density Residential is allowed with the exception of restaurants.

** Land uses allowed under a B4 are allowed with the exception of the following uses***:

- Farms, General (Crops & Livestock)
- Farms, General (Livestock/Ranch)
- Bulk Grain And/Or Feed Storage
- Veterinarian (Outdoor Animal Confinement)
- Stables (Private, Principle Use)
- Stables (Private, Accessory Use)
- Stables (Commercial)
- Auto Wrecker Service
- Inoperable Vehicle Holding Yard
- Jail
- Halfway House
- Scrap/Waste Recycle Collection
- Zoo
- Horse Training Facility
- Amusement Redemption Machine Establishment
- Auto Impound Yards
- Auto Salvage Yards
- Transit and Maintenance Vehicle Equipment Facility
- Collection Container

The intent of this table is to provide a transitional language between the uses recommended within the vision of this plan and the current land development uses which are organized through the use of zones. When the city's land development code is revised and adopted according to this plan, this table will no longer be necessary. This table should not be used to directly translate the current zoning to new land development code revisions. City staff should use discretion and best planning practices if using this table as guide in any approval process.

***Note: exceptions only apply to the extent that they do not contradict any other ordinances such as the Urban Agriculture Ordinance, as an example.



The city has no water features; only Casa Blanca. North Laredo Central Park could be turned into a river walk with an urban recreational lake surrounded by businesses.



Create incentives for job creation, economic development, and alternative land development options (higher and lower density).



Land Uses

Place types and neighborhoods are made up by different land uses in the future land use map. Specified land uses however, are not meant to equate to single-use zoning areas. Rather a land use type in the future land use map describes the overall character of a neighborhood.

Neighborhoods are generally made up of residential and mixed-use designations:

- **Low-Density Residential** describes a neighborhood whose character is primarily defined by single-family homes. A diverse range of lot sizes and unit types is encouraged, along with an interconnected network of blocks, streets and public spaces. Denser housing types such as duplexes, fourplexes and small apartment buildings should be designed to fit into the character of a single-family residential neighborhood. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.
- **Medium-Density Residential** describes a neighborhood that is primarily residential in character, but includes a full range of range of residential building types. These include single-family homes in small and medium sized lots, attached rowhouses and apartment buildings. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.



Low Density Residential

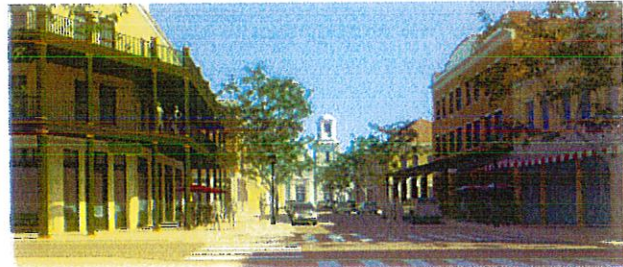


Medium Density Residential



High Density Residential

- **High-Density Residential** describes a neighborhood whose character is primarily defined by multi-family residential building types, but can also include single family homes in small lots and neighborhood-serving businesses. A diverse range of housing types is encouraged, including attached rowhouses, small and large apartment buildings, courtyard buildings and small mixed-use buildings. Small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should be sited to provide landmarks to the neighborhood.



Neighborhood Mixed-Use

- **Neighborhood Mixed-Use** describes a neighborhood-serving mixed-use district that includes multistory, mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.



Mixed-Use Center

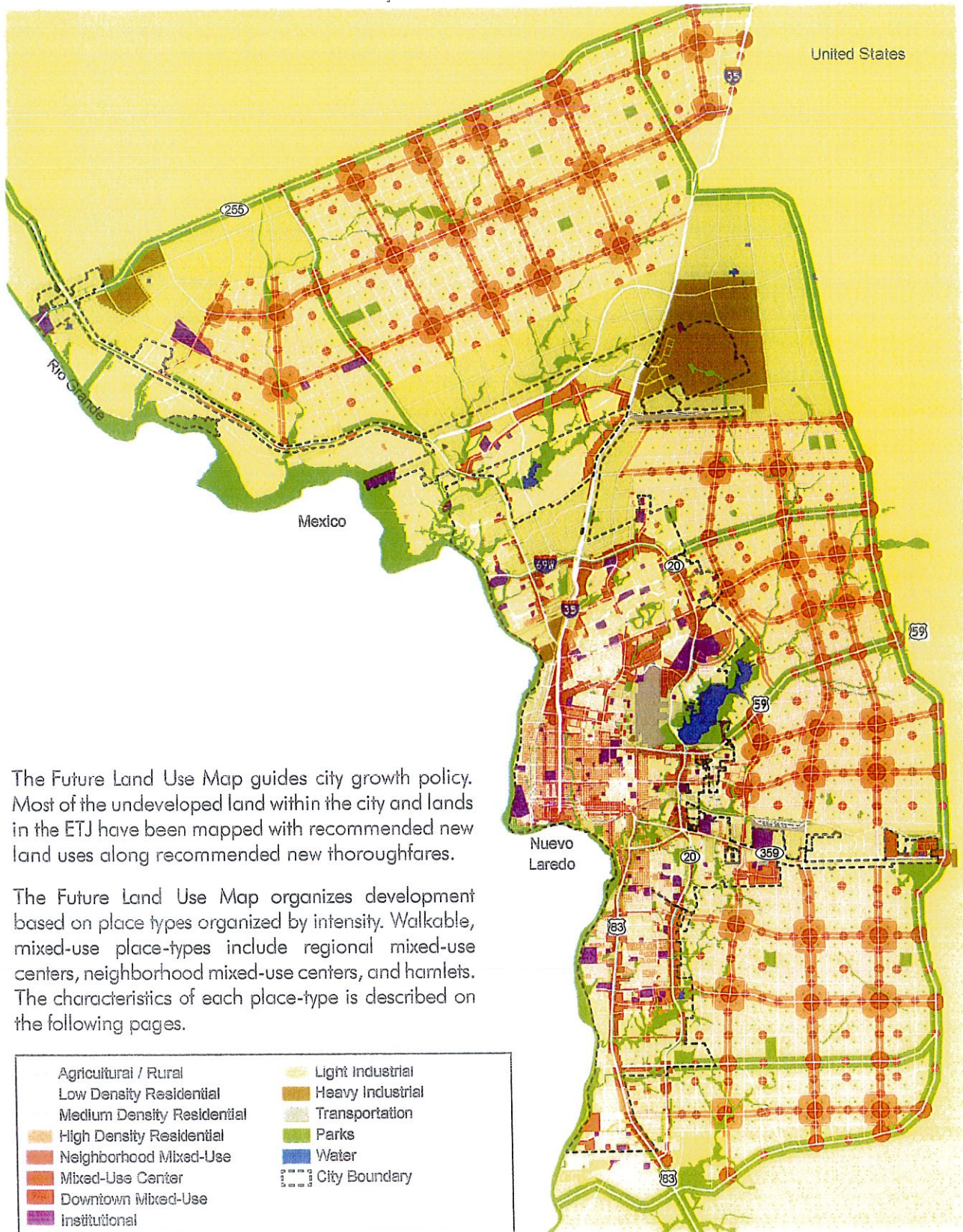
- **Mixed-Use Center** describes a mixed-use center that includes multistory, mixed-use buildings with commercial, office and residential uses. Regional or neighborhood oriented shopping areas are encouraged as a primary feature. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

- **Downtown Mixed-Use** describes the most intense urban development in the City of Laredo. Reserved primarily for downtown Laredo, it includes multi-story mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between the downtown and primarily residential neighborhoods. The addition of residential uses on the upper floors of downtown buildings is encouraged as a priority for downtown revitalization.



Downtown Mixed-Use

Future Land Use Map



The Future Land Use Map guides city growth policy. Most of the undeveloped land within the city and lands in the ETJ have been mapped with recommended new land uses along recommended new thoroughfares.

The Future Land Use Map organizes development based on place types organized by intensity. Walkable, mixed-use place-types include regional mixed-use centers, neighborhood mixed-use centers, and hamlets. The characteristics of each place-type is described on the following pages.

Agricultural / Rural	Light Industrial
Low Density Residential	Heavy Industrial
Medium Density Residential	Transportation
High Density Residential	Parks
Neighborhood Mixed-Use	Water
Mixed-Use Center	City Boundary
Downtown Mixed-Use	
Institutional	

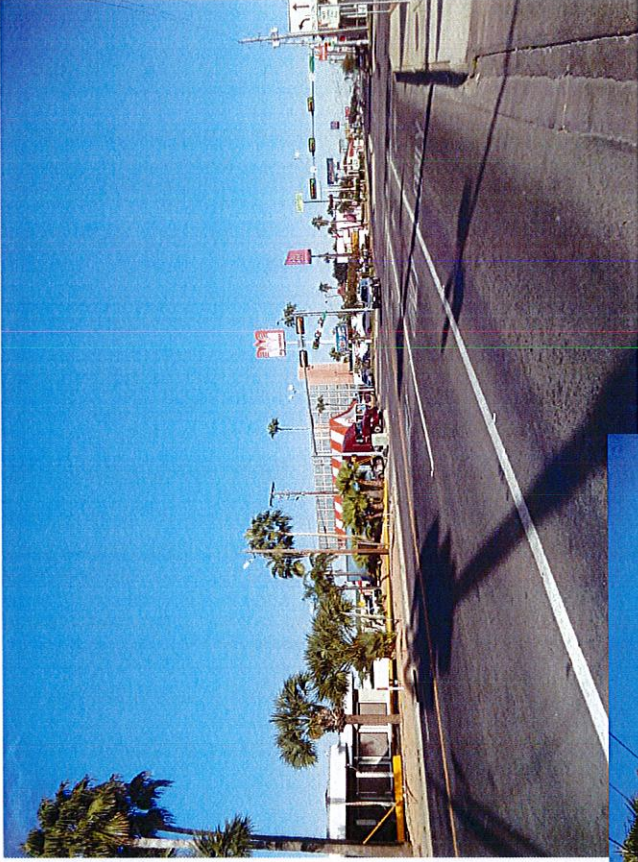
ZC-20-2018
B3 TO B4
4820 San Bernardo Ave.



ZC-20-2018
B3 TO B4
4820 San Bernardo Ave.



ZC-20-2018
B3 TO B4
4820 San Bernardo Ave.



City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Cynthia Collazo, Deputy City Manager

Initiated By: Eduardo Loaiza and Rosa Quiroz; Owner/Applicant

Staff Source: Nathan Bratton, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by repealing Ordinance No. 2008-O-207, which authorized a Conditional Use Permit for a Parking Lot on Lot 3, Block 766, Western Division, located at 2808 San Bernardo Ave.

ZC-19-2018

Staff supports the application and Planning & Zoning Commission recommends approval of repealing Ordinance No. 2008-O-207.

District VIII

PREVIOUS COUNCIL ACTION

City Council approved a Conditional Use Permit for a parking lot at the regular City Council meeting of September 15, 2008.

BACKGROUND

Council District: VIII – The Honorable Roberto Balli

Proposed use: Applicant has provided a written request to repeal the approved CUP.

Site: This site is currently used as storage.

Surrounding land uses: To the north are single family housing, multifamily units, a strip mall, Rancho Villa Imports, R&A Mexican Imports, Sunshine Laundromat, Ravi, Bakery, Yamaha, Laredo Mexican Imports, Paz Garage, Auroras Hair Cuts, Paz Auto Parts, Dr. Benz Imports, Best Western De Las Flores Mall, La Hacienda Global Swap, Jalisco Imports, Laredo Mexican Imports, Mex Wood. Located to the east is Southwest Mill Works, Hydra Hose Services, Cavazos Candy and Produce, El Flamboyán Restaurant, and single family uses. To the south are Evelyn Motor Inn, Cuevas Metal Art, Stripes, Quality Motors, single family residential units and vacant commercial/residential lots. To the west lies single family housing.

Comprehensive Plan: The Future Land Use Map recognizes this site as Neighborhood Mixed Use.

Transportation Plan: The Long Range Thoroughfare Plan has designated McPherson Rd. as a Major Arterial

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 8 to 0 vote, recommended approval of repealing Ordinance No. 2008-O-207.

STAFF RECOMMENDATION

Staff supports repealing the Conditional Use Permit No. 2008-O-207.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance

Aerial Map

Zoning Map

Zoning Overview Map

Dimensions Map

Future Land Use Map

Land Use Equivalents Chart

Exhibits

Pictures

ORDINANCE NO. 2018-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REPEALING ORDINANCE NO. 2008-O-207, WHICH AUTHORIZED A CONDITIONAL USE PERMIT FOR A PARKING LOT ON LOT 3, BLOCK 766, WESTERN DIVISION, LOCATED AT 2808 SAN BERNARDO AVE.; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received to repeal Ordinance No. 2008-O-207, which authorized a Conditional Use Permit for a Parking Lot on Lot 3, Block 766, Western Division, located at 2808 San Bernardo Ave.; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on December 7, 2017; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of repealing Ordinance No. 2008-O-207; and,

WHEREAS, notice of repealing Ordinance No. 2008-O-207 was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on January 16, 2018, on the request and finds the repealing of Ordinance No. 2008-O-207 appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo be and is hereby amended to repeal Ordinance No. 2008-O-207, which authorized a Conditional Use Permit for a Parking Lot on Lot 3, Block 766, Western Division, located at 2808 San Bernardo Ave.

Section 2: This ordinance shall be published in a manner provided by Section 2.09(D) of the Charter of the City of Laredo.

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE
_____ DAY OF _____, 2018.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

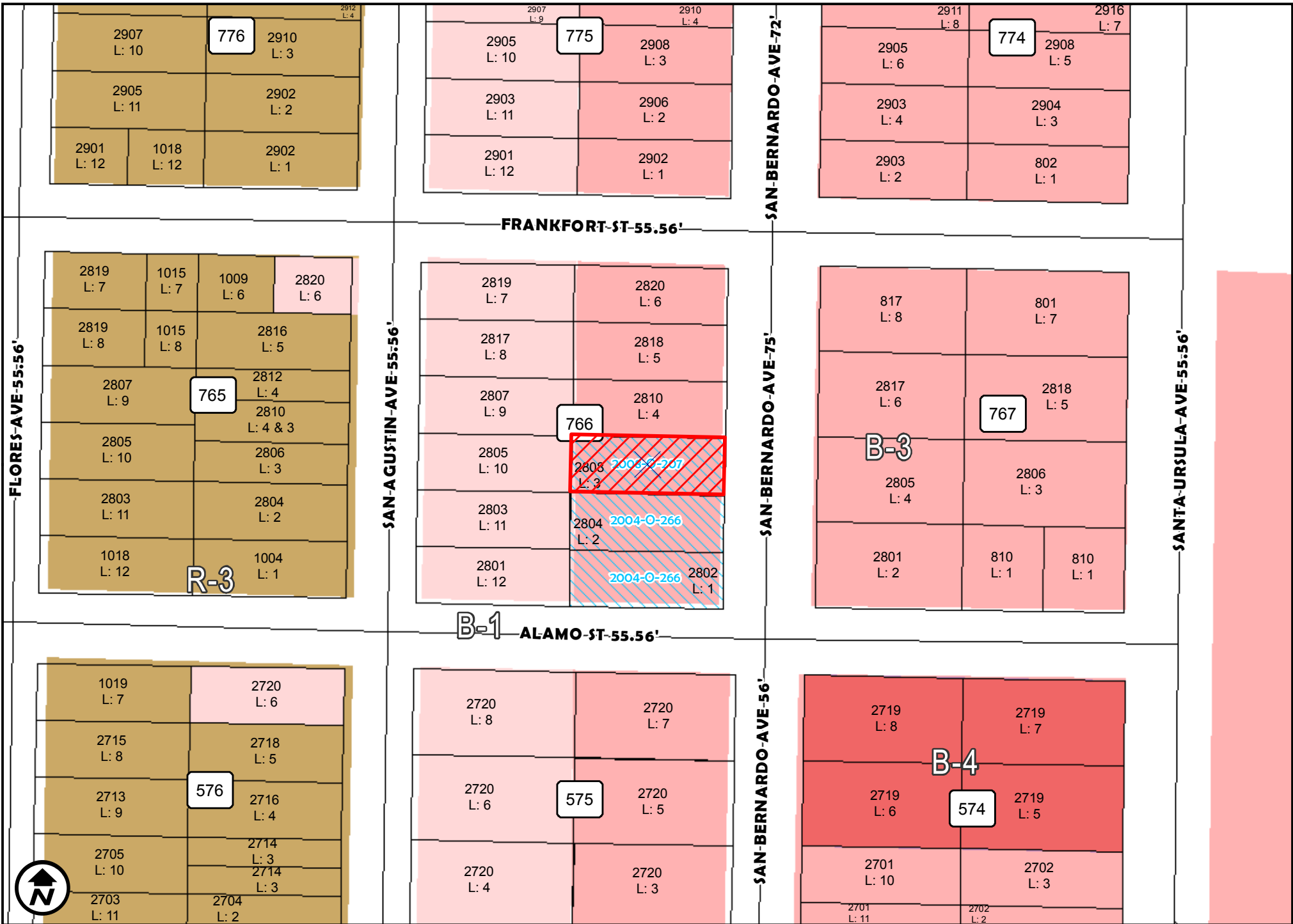
KRISTINA K. LAUREL HALE
CITY ATTORNEY



AERIAL MAP
1 inch = 50 feet

ZC-19-2018
COUNCIL DISTRICT 8
2808 SAN BERNARDO AVE

REPEALING ORDINANCE
C.U.P. (CONDITIONAL USE PERMIT)
→ B3 (COMMUNITY BUSINESS DISTRICT)



ZONING MAP
1 inch = 100 feet

ZC-19-2018
COUNCIL DISTRICT 8
2808 SAN BERNARDO AVE

REPEALING ORDINANCE
C.U.P. (CONDITIONAL USE PERMIT)
-> B3 (COMMUNITY BUSINESS DISTRICT)

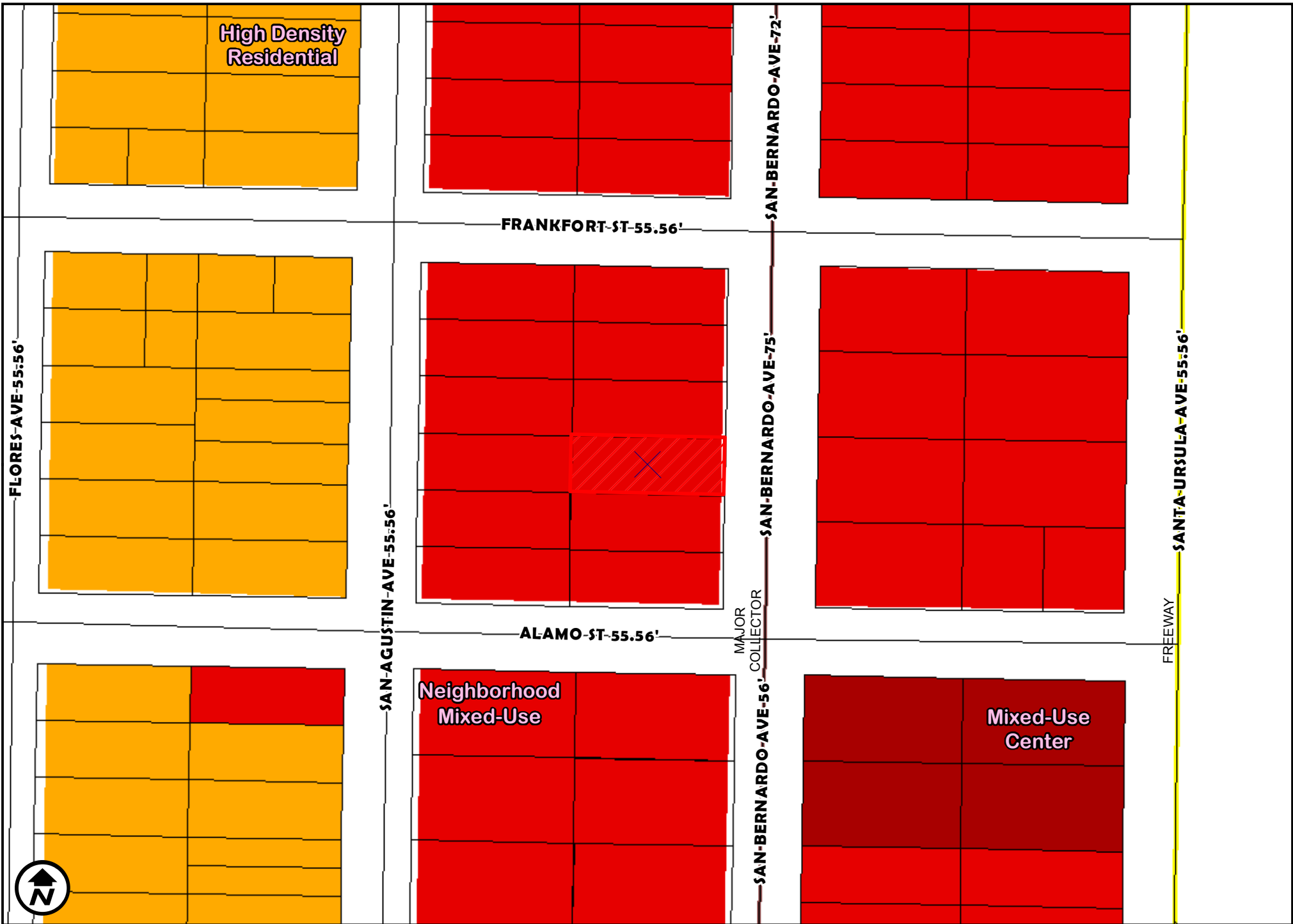


ZONING OVERVIEW

1 inch = 100 feet

ZC-19-2018
 COUNCIL DISTRICT 8
 2808 SAN BERNARDO AVE

REPEALING ORDINANCE
 C.U.P. (CONDITIONAL USE PERMIT)
 -> B3 (COMMUNITY BUSINESS DISTRICT)















FUTURE LANDUSE MAP
1 inch = 100 feet

ZC-19-2018
COUNCIL DISTRICT 8
2808 SAN BERNARDO AVE

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- Auto Salvage Yards
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Low Density Residential



Medium Density Residential



High Density Residential

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- **Neighborhood Mixed-Use** describes a neighborhood-serving mixed-use district that includes multistory, mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.
- **Mixed-Use Center** describes a mixed-use center that includes multistory, mixed-use buildings with commercial, office and residential uses. Regional or neighborhood oriented shopping areas are encouraged as a primary feature. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.
- **Downtown Mixed-Use** describes the most intense urban development in the City of Laredo. Reserved primarily for downtown Laredo, it includes multi-story mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between the downtown and primarily residential neighborhoods. The addition of residential uses on the upper floors of downtown buildings is encouraged as a priority for downtown revitalization.



Neighborhood Mixed-Use



Mixed-Use Center



Downtown Mixed-Use

August 25, 2017

Mr. Nathan Bratton

City of Laredo Planning Dept. Director

Laredo, Texas 78040

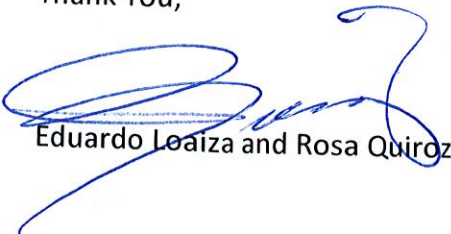
Re: Ordinance No. 2008-O-207

Dear Mr. Bratton:

We, Eduardo Loaiza and Rosa Quiroz, owners, are requesting the removal of the CUP at Lot 3, Block 766 WD, located at 2808 San Bernardo, that was issued on Oct. 8, 2008 for the purpose of using it as a parking lot, as we no longer have a use for it.

We would like to have our property return to its original B-3 zoning designation.

Thank You,


Eduardo Loaiza and Rosa Quiroz



Rossy Quiroz
PRESIDENT

2502 Jefferson St.
Laredo, Tx. 78040

Tel.: (956) 724-4632
Tel./Fax: (956) 724-4836
E-Mail: qualityimports@riobravo.net

ORDINANCE NO. 2008-O-207

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR A PARKING LOT ON LOT 3, BLOCK 766, WESTERN DIVISION, LOCATED AT 2808 SAN BERNARDO AVENUE; PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for a Parking Lot on Lot 3, Block 766, Western Division, located at 2808 San Bernardo Avenue; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on August 21, 2008; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the Conditional Use Permit; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on September 15, 2008, on the request and finds the Conditional Use Permit amendment appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, all conditions imposed by the Conditional Use Permit, and all pertinent requirements the Laredo Land Development Code shall be met before the activity sanctioned by the Conditional Use Permit may commence; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the issuance of a Conditional Use Permit for a Parking Lot on Lot 3, Block 766, Western Division, located at 2808 San Bernardo Avenue.

Section 2: The Conditional Use Permit is further restricted to the following provision herewith adopted by the City Council:

1. The permit is issued to Eduardo Loaiza and Rosa Quiroz, and is nontransferable.
2. The C.U.P. is restricted to the activities described in letter, Exhibit "B", which is made part hereof for all purposes.

3. The C.U.P. is restricted to the site plan, Exhibit "C," which is made part hereof for all purposes.
4. The applicant shall provide and maintain one (1) tree and four (4) shrubs on site.
5. Parking or storage, both temporarily and/or indefinitely, of vehicles undergoing the nationalization process shall be prohibited on the site.
6. Occupancy is limited to thirteen (13) vehicles at any time.
7. Parking lot shall not be used for public parking purposes.
8. Signage is limited to the maximum allowed in a B-3 district.

Section 3: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Conditional Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.94.10, entitled "Revocation," according to the criteria and procedures described therein and below:

1. Criteria

Any Conditional Use Permit, authorized by City Council, shall be considered in noncompliance and shall be revoked and removed from the City of Laredo Zoning Map, in the event a court of law finds the use in violation of any of the following conditions:

- A. The use established on site does not conform, at any time, with any or all permit condition(s) approved by the City Council and or any local, state, or federal law.
- B. The activity authorized by the Conditional Use Permit commences prior to the institution of all conditions imposed by the Conditional Use Permit.
- C. Discontinuance of the Council approved conditional use for a period of six (6) consecutive months.
- D. The use of which the Conditional Use Permit was authorized does not commence within six months of City Council's final approval date.


2. Procedures

Should City of Laredo Enforcement Official inspection reveal noncompliance with Laredo Land Development Code, Subsection 24.94.10, Conditional Use Permit revocation procedures shall commence as below stipulated:

- A. A Zoning Officer shall, upon discovery of conditional use permit noncompliance as per Subsection 24.94.10, issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the current City Council approved Conditional Use Permit for that location.
- B. If noncompliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official shall issue a written citation.

- C. Should the citation result in a guilty verdict, the City of Laredo shall consider the Conditional Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.
- D. The Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.
- E. In the event of discontinuance or failure to commence as stipulated in Subsection 24.94.10.1 D and E of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE 6 DAY OF October, 2008.



RAUL G. SALINAS
MAYOR


ATTEST:



GUSTAVO GUEVARA, JR.
CITY SECRETARY



APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY



BY: KRISTINA L. HALE
ASSISTANT CITY ATTORNEY

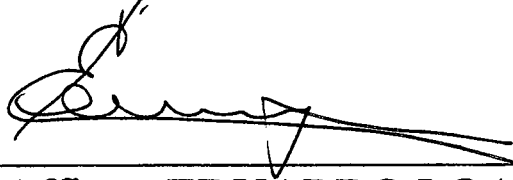
Exhibit "B"

I EDUARDO LOAIZA

Declare that in this establishment of 2808 San Bernardo 78041 it is a parking lot of private use for employees of the Remco, a Nationalization enterprise at 9300 San Mateo which will remain open the 24 hours of the day With capacity of entrance and exit of 10 and 13 daily Vehicles

Any doubts please call (956) 235-4291

Respectfully

A handwritten signature in black ink, appearing to read 'Eduardo Loaiza', written over a horizontal line.

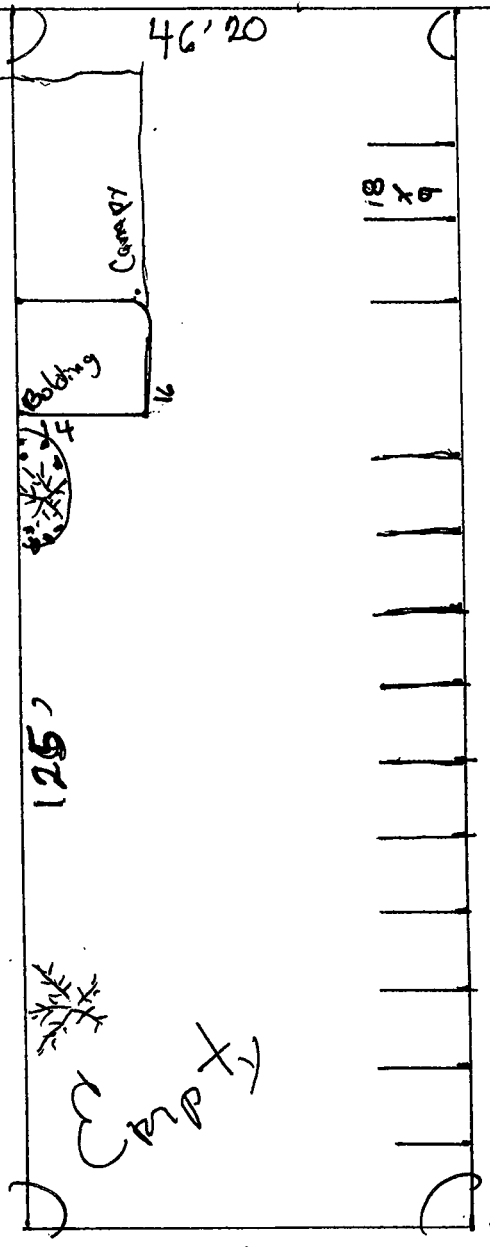
Affiant EDUARDO LOAIZA

E.

46'20"

Exhibit
"C"

2



3

W

2808 San Bernardo Avenue
ZC-54-2008





ZC-19-2018
Lot 3, Block 766, WD
2808 San Bernardo Ave.
Repealing Ordinance
NO. 2008-O-207



City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Cynthia Collazo, Deputy City Manager

Initiated By: Frances M. Salinas, Owner; Porrás Nance Engineering, Applicant

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for Townhouses on Lot 1, Block 1, Hilltop Subdivision, Phase 1, located at 7406 Hilltop Rd.
ZC-40-2017

Staff does not support the application and the Planning and Zoning Commission recommends approval of the Special Use Permit.
District VII

PREVIOUS COUNCIL ACTION

City Council motioned to table the Special Use Permit request at the City Council meeting of June 19, 2017.

BACKGROUND

Council District: VII – George Altgelt.

Proposed use: Townhouses.

Site: The site is currently raw and undeveloped.

Surrounding land uses: North of the site are single-family residential uses and manufactured housing. To the east of the site is vacant undeveloped land, Baseball Battling Cages, Kingdom Hall of Jehovah Witnesses and a Multi-Family Residential District. West of the site are single Family Residential uses, manufactured housing, South Texas Waste Systems, vacant undeveloped land, warehouses and Cuevas Imports. South of the site is Multi-family residential uses, single-family residential uses, Big Lots, Bed Bad & Beyond, Party City, Old Navy, Marshalls, Hampton Inn and Best Buy.

Comprehensive Plan: The Future Land Use Map recognizes this property as High Density Residential.

Transportation Plan: The Long Range Thoroughfare Plan has no designation for Michigan Ave.

Letters sent to surrounding property owners: 19 In Favor: 0 Opposed: 0

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 7 to 1 vote, recommended approval of the Special Use Permit.

STAFF RECOMMENDATION

A Special Use Permit is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is an overlay on top of the existing zoning designation and can be limited in many respects such as time, fencing, setbacks, landscaping, etc. This property is currently zoned R-3 (Mixed Residential District).

Staff does not support the issuance of the proposed SUP at this location for the following reasons:

1. Although the Future Land Use Plan identifies this site as High Density Residential, the proposed use does not comply with the 35 ft. minimum lot width for an R-1B District (Single Family High Density District) as required by Section 24.77.2 of Laredo Land Development Code Book.
2. The proposed 15 ft. Rear Yard Setback on Lots 1 and 2, Block 2, does not comply with the required 20 ft. Rear Yard Setback for an R-1B District (Single Family High Density District).

Should the Commission recommend approval of the proposed SUP, staff suggests the following conditions:

1. The Special Use Permit is issued to Frances M. Salinas, and is non-transferable except to any Homeowners Association (HOA).
2. The Special Use Permit is for Townhouses, restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.
3. Two parking places are required per Townhouse, one of which is required to be enclosed. All parking must comply with Section 24-78 of the Laredo Land Development Code. Visitor parking must be provided as one for every four dwelling units. All parking must be contained within the lot; parking in the right-of-way is prohibited
4. Carports and garages within the front setback are prohibited.
5. Townhouses shall have a minimum 20 ft. Rear Yard Setback.
6. Any common areas shall be maintained by the Homeowners Association.
7. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date.
8. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
9. Owner shall comply with Building, Health, Safety, and all applicable codes and

regulations as required.

10. Owner shall provide parking spaces in compliance with Section 24.78 and 24.78.3 of the Laredo Land Development Code, parking space dimensional requirements, loading space requirements and dimensions, paving, drainage, maintenance, lighting, location of parking spaces, disabled vehicles, joint use of parking spaces (on-site), wheel blocks, access and maneuvering space requirements, as required by ordinance.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance

Aerial Map

Zoning Map

Future Land Use Map

Zoning Overview Map

Dimensions Map

Survey and Exhibits

Pictures

ORDINANCE NO. 2017-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR TOWNHOUSES ON LOT 1, BLOCK 1, HILLTOP SUBDIVISION, PHASE 1, LOCATED AT 7406 HILLTOP RD. .; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Special Use Permit for Townhouses on Lot 1, Block 1, Hilltop Subdivision, Phase 1, located at 7406 Hilltop Rd.; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on May 18, 2017; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the Special Use Permit; and,

WHEREAS, notice of the Special Use Permit request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on June 19, 2017, on the request and motioned to table the item; and,

WHEREAS, the City Council has held a public hearing on January 16, 2018, on the request and finds the Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, all conditions imposed by the Special Use Permit, and all pertinent requirements the Laredo Land Development Code shall be met before the activity sanctioned by the Special Use Permit may commence; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing a Special Use Permit for Townhouses on Lot 1, Block 1, Hilltop Subdivision, Phase 1, located at 7406 Hilltop Rd.

Section 2: The Special Use Permit is further restricted to the following provision herewith adopted by the City Council:

1. The Special Use Permit is issued to Frances M. Salinas, and is non-transferable except to any Homeowners Association (HOA).
2. The Special Use Permit is for Townhouses, restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.

3. Two parking places are required per Townhouse, one of which is required to be enclosed. All parking must comply with Section 24-78 of the Laredo Land Development Code. Visitor parking must be provided as one for every four dwelling units. All parking must be contained within the lot; parking in the right-of-way is prohibited
4. Carports and garages within the front setback are prohibited.
5. Townhouses shall have a minimum 20 ft. Rear Yard Setback.
6. Any common areas shall be maintained by the Homeowners Association.
7. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date.
8. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
9. Owner shall comply with Building, Health, Safety, and all applicable codes and regulations as required.
10. Owner shall provide parking spaces in compliance with Section 24.78 and 24.78.3 of the Laredo Land Development Code, parking space dimensional requirements, loading space requirements and dimensions, paving, drainage, maintenance, lighting, location of parking spaces, disabled vehicles, joint use of parking spaces (on-site), wheel blocks, access and maneuvering space requirements, as required by ordinance.

Section 3: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Special Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.93.12, entitled “Enforcement and Revocation of Special Use Permits,” according to the criteria and procedures described therein and below:

(a) Any Special Use Permit, authorized by City Council, shall be considered in noncompliance and shall be suspended or revoked and removed from the City of Laredo Zoning Map if:

(1) A court having jurisdiction or a jury find the holder of the Special Use Permit guilty of a violation or if a holder of an SUP pleads guilty of violating:

(a.) Any requirement or term or condition of the Special Use Permit or has not conformed, at any time, with any or all of the requirements or terms or conditions as set out in the Special Use Permit as approved by the City Council.

(2) The activity authorized by the Special Use Permit commences prior to the institution of all conditions imposed by the Special Use Permit.

(3) The use for which the Special Use Permit was authorized does not commence within six months of the effective date of the Special Use Permit.

(a.) An extension of up to six months may be granted, for good cause shown, by the Building Services Director upon petition of the SUP holder.

(4) The use for which the Special Use Permit is authorized is discontinued for a period of six (6) consecutive months.

(5) In the event of discontinuance or failure to commence as stipulated in Subsection 24.93.12 of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map.

(b) Procedures:

(1) Should a City of Laredo Zoning Enforcement Official or Fire Official inspection reveal non-compliance with Laredo Land Development Code, Section 24.93.7.(b) or any of any additional express conditions of the Special Use Permit, Special Use Permit suspension/revocation procedures shall commence as below stipulated:

(a.) A Zoning Officer or Fire Official shall, upon discovery of special use permit non-compliance as per Subsection 24.93.7.(b), issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the current City Council approved Special Use Permit for that location.

(b.) If non-compliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official or Fire Official shall issue written citation.

(c.) The requirement for the issuance of a written warning and grace period shall not apply to a citation issued as a result of a violation of the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load or the failure to, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges and said citation/s shall be filed for prosecution.

(d.) Should a citation result in a court, having jurisdiction or a jury finding the holder of the Special Use Permit guilty of a violation, or if a holder of an SUP pleads guilty, the Special Use Permit will be suspended for such period of time as is necessary to remedy the violation, but in no event shall the suspension be for less than 24 hours to be implemented as follows:

- i. The Zoning Officer or Fire Official shall immediately notify the Planning Director, in writing, of the result of the prosecution of the citation.
- ii. The Planning Director shall, within 48 hour notice of the court's determination (or as soon thereafter as is practicable) issue the permit holder written notification of the Special Use Permit's official suspension.
- iii. The Special Use Permit Holder shall suspend all business operations in accordance with the notice.
- iv. The Special Use Permit Holder shall not resume operation until the violation has been corrected and the establishment has been inspected. A "Notice of Termination of Suspension" shall be issued by the Planning Director upon his/her finding that all issues relevant to the suspension have been complied with and the 24 hour suspension period has run. The Planning Director shall issue such notice without unreasonable delay.

(2) Upon the second conviction of a violation of any of the provisions of the Laredo Land Development Code, Section 24.93.7. (b) or any additional express condition of the Special Use Permit, within any twelve month period, the Special Use Permit will be suspended for such period of time as is necessary to remedy the violation, but in no event shall the suspension be for less than 72 hours. This provision shall be implemented in the same manner as set forth above in Section 24.93.12 (b) (1)(a-d).

(3) Upon the third conviction of a violation of any of the provisions of the Laredo Land Development Code, Section 24.93.7. (b) or any additional express condition of the Special Use Permit, within any twelve month period, and subject to the revocation/suspension procedures set forth in Section 24.93.12 (b) (1)(a-d), the Special Use Permit will be revoked and the City shall proceed with its removal from the City of Laredo Zoning Map.

(a.) The Planning Director shall issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map and the Special Use Permit Holder shall suspend all business operations which are inconsistent with and in violation of the zoning district in which the business is located.

(b.) Once the holder of the Special Use Permit has been notified of the revocation, the permit holder may petition the City Council for reinstatement of the permit. The reinstatement shall be processed and proceed in the same manner as a new application for a Special Use Permit inclusive of all required fees and documentation.

(c.) In the event the Special Use Permit Holder appeals the conviction, any suspension or revocation will be abated until the completion of the appeals process.

(4) For purposes of Section 24.93.7.(1), (2), or (3) above, a finding of guilt on more than one citation issued on the same day for the same location shall be counted as only one violation.

(5) In the event the Special Use Permit Holder appeals a conviction, any suspension or revocation will be abated until the completion of the appeals process.

(6) Effect of Other Violations (Habitual Offenses):

(a.) Twelve violations of City Ordinances which result in an adjudication of guilt (by trial to the court, by jury or by entering a plea of guilt) during any twelve month period shall result in the revocation of the Special Use Permit. The holder of said SUP may avail himself/herself of the remedy set forth in Section 24.93.12(b)(3)(b).

(b.) Should the twelve citations, issued during any twelve month period result in a court having jurisdiction or a jury find the holder of the Special Use Permit guilty of each violation or if a holder of an SUP pleads guilty to violation/s, the City of Laredo shall consider the Special Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.

(c.) The Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map and the Special Use Permit Holder shall suspend all business operations which are inconsistent with and in violation of the zoning district in which the business is located.

(d.) Once the holder of the Special Use Permit has been notified of the revocation, the permit holder may petition the City Council for reinstatement of the permit. The reinstatement shall be processed and proceed in the same manner as a new application for a Special Use Permit inclusive of all required fees and documentation.

(e.) In the event the Special Use Permit Holder appeals any of the convictions the revocation will be abated until the completion of the appeals process.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE
_____ DAY OF _____, 2018.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

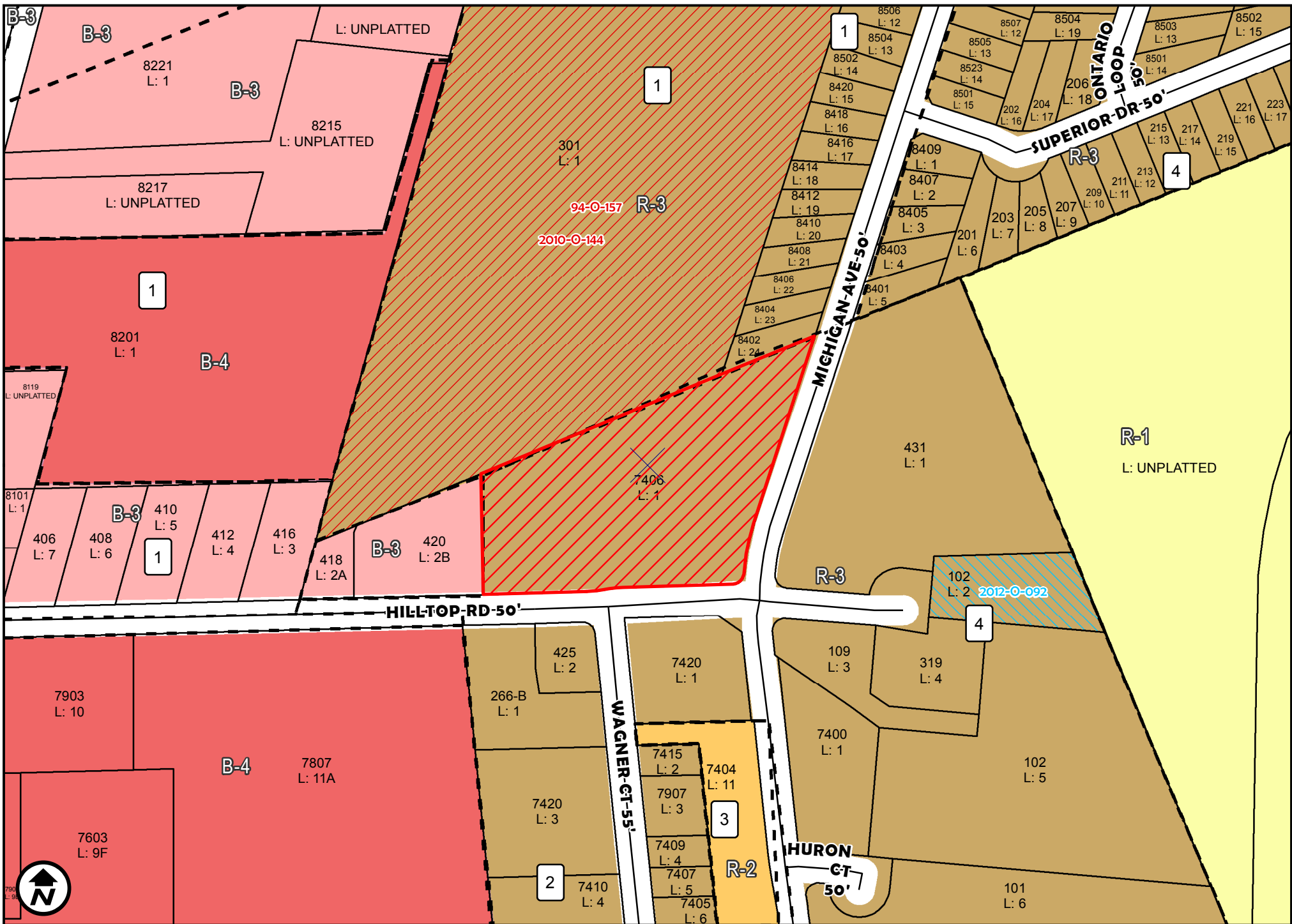
KRISTINA LAUREL HALE
CITY ATTORNEY



AERIAL MAP
1 inch = 200 feet

ZC-40-2017
COUNCIL DISTRICT 7
7406 HILLTOP RD

APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> RESIDENTIAL TOWNHOMES

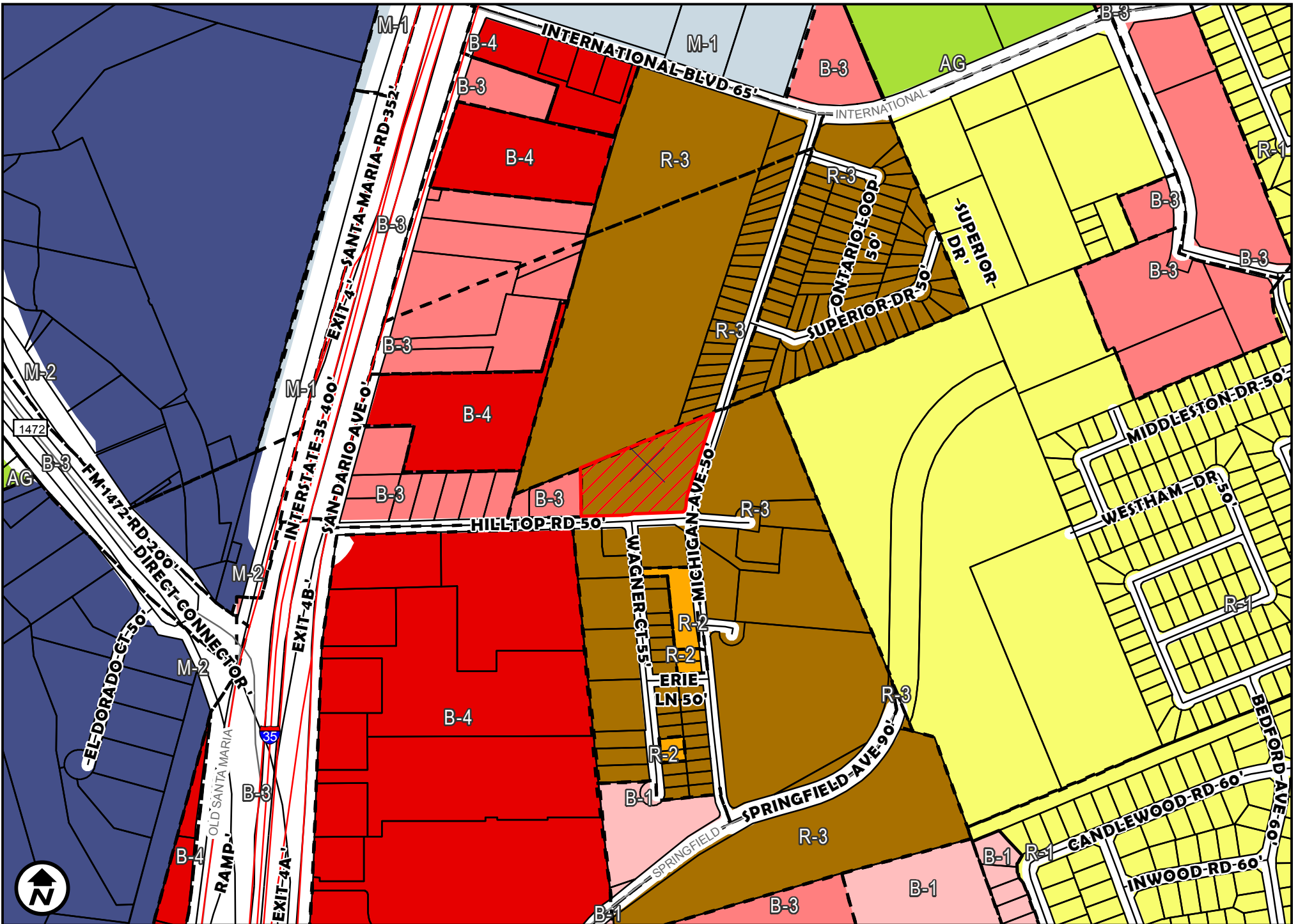


ZONING MAP
1 inch = 200 feet

ZC-40-2017
COUNCIL DISTRICT 7
7406 HILLTOP RD

APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> RESIDENTIAL TOWNHOMES

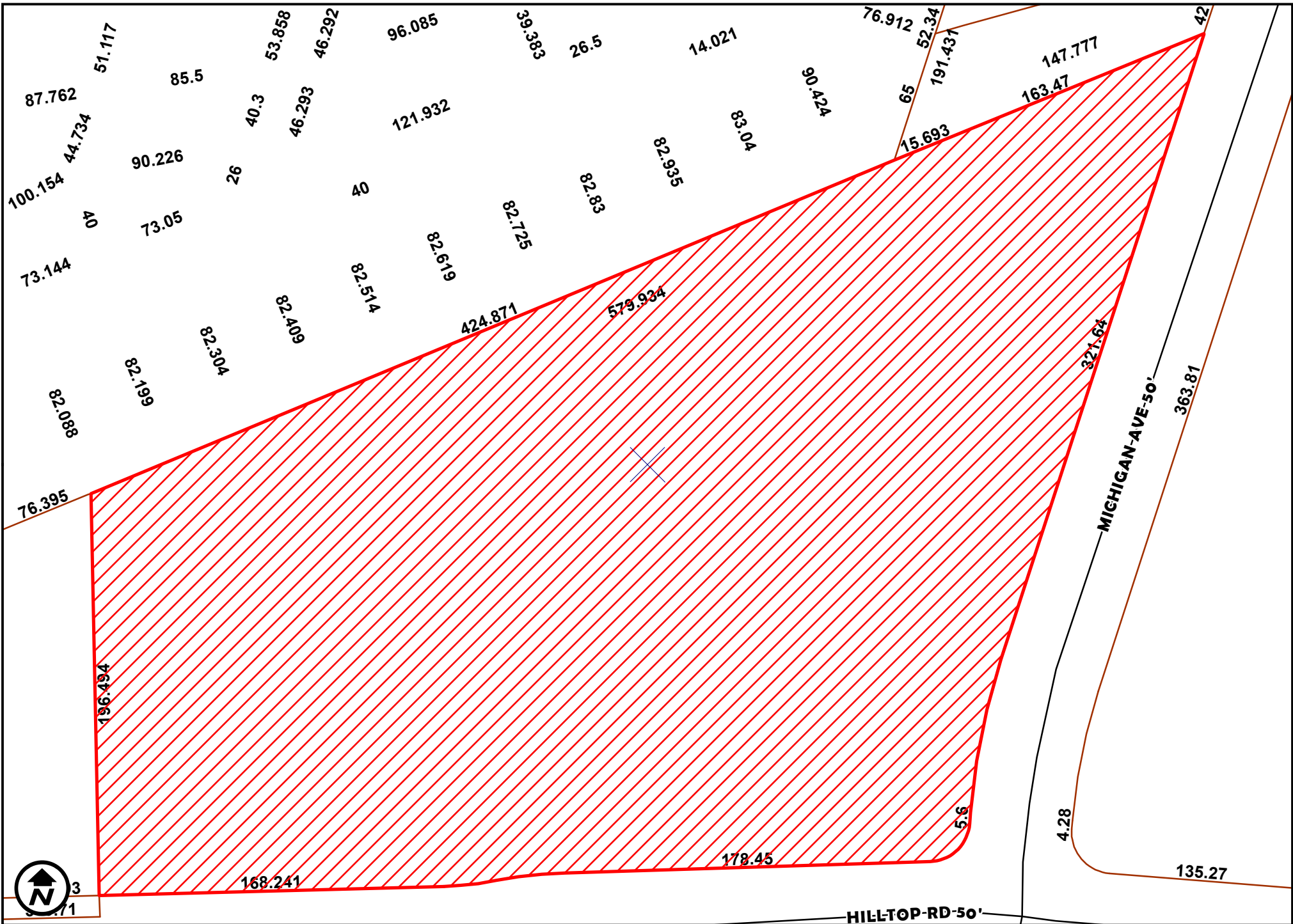
■ S.U.P. (SPECIAL USE PERMITS)
■ C.U.P. (CONDITIONAL USE PERMITS)
■ S.U.P. & C.U.P.



ZONING OVERVIEW
1 inch = 500 feet

ZC-40-2017
COUNCIL DISTRICT 7
7406 HILLTOP RD

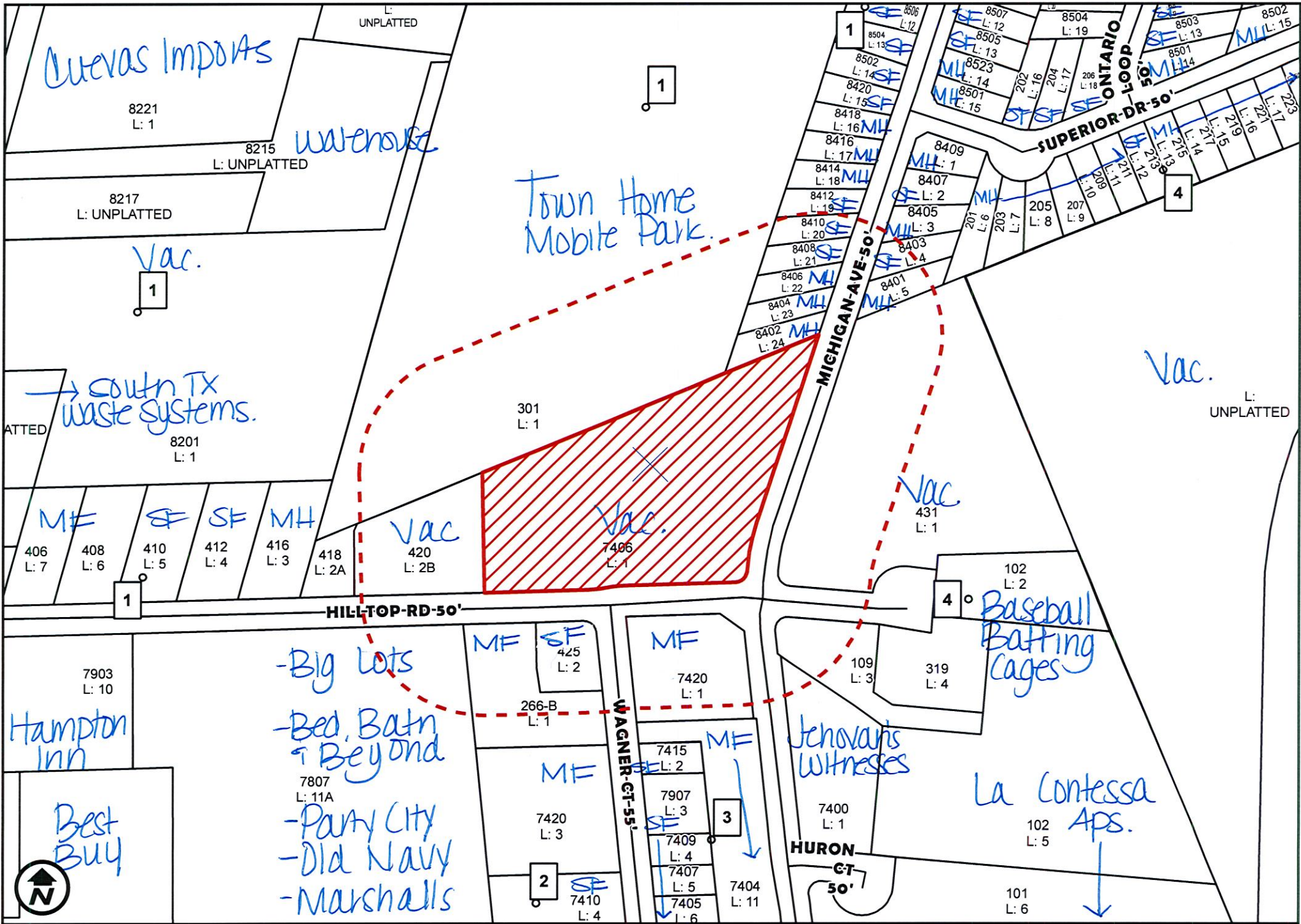
APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> RESIDENTIAL TOWNHOMES



DIMENSIONS MAP
1 inch = 60 feet

ZC-40-2017
COUNCIL DISTRICT 7
7406 HILLTOP RD

APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> RESIDENTIAL TOWNHOMES



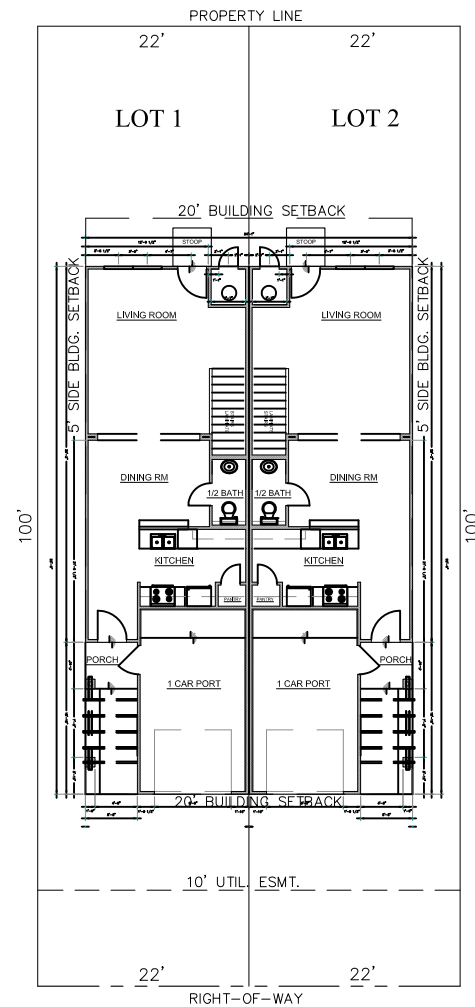
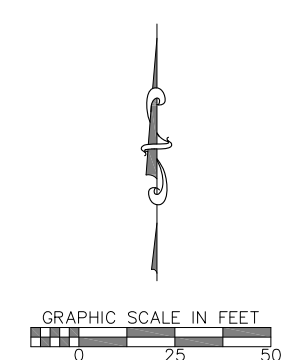
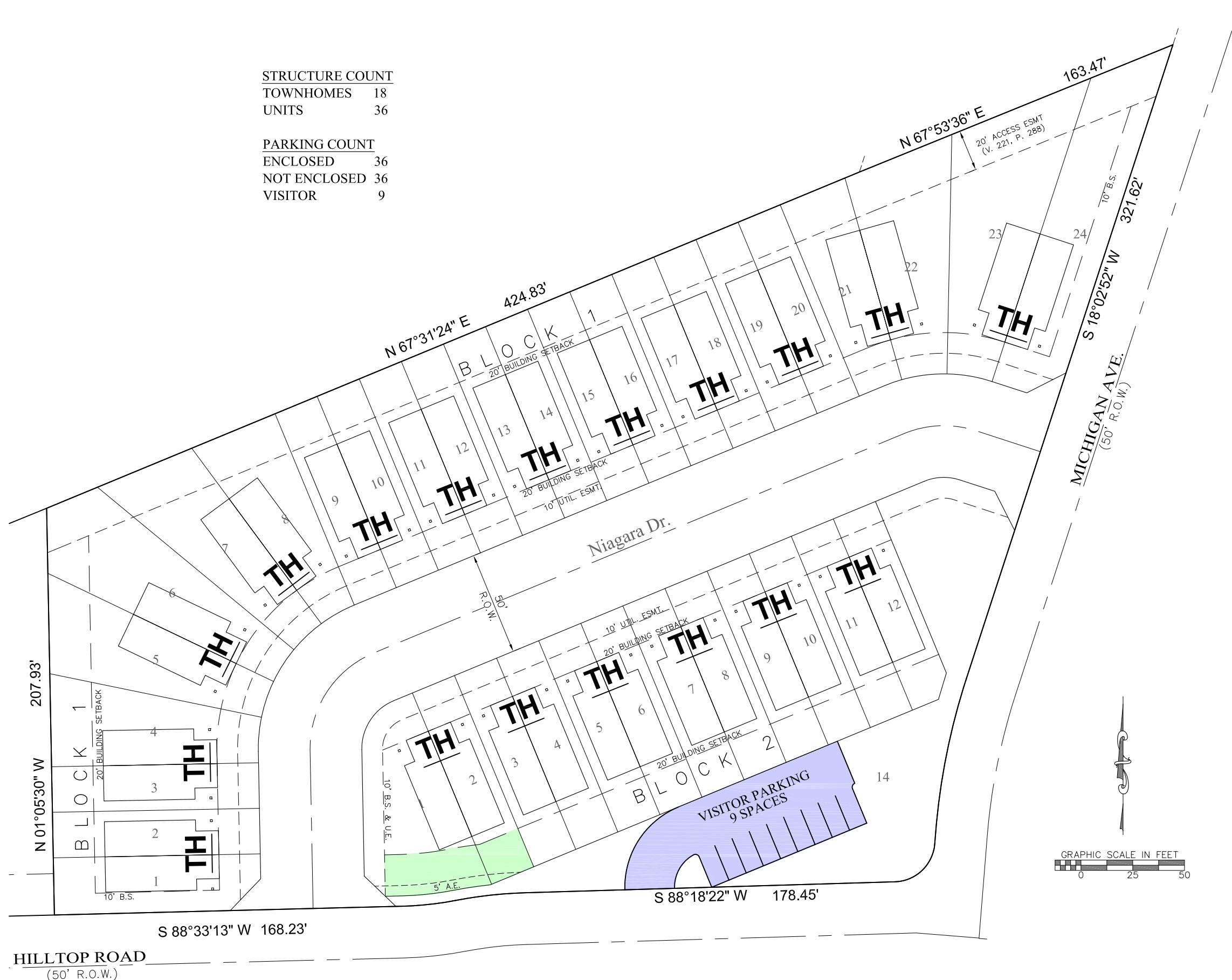
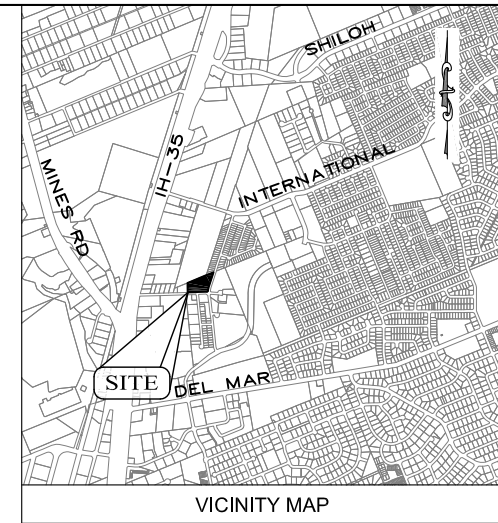
1 inch = 200 feet

ZC-40-2017
 COUNCIL DISTRICT 7
 7406 HILLTOP RD

APPLICATION FOR
 S.U.P. (SPECIAL USE PERMIT)
 -> RESIDENTIAL TOWNHOMES

STRUCTURE COUNT	
TOWNHOMES	18
UNITS	36

PARKING COUNT	
ENCLOSED	36
NOT ENCLOSED	36
VISITOR	9



HILLTOP ROAD
(50' R.O.W.)

DATE : 04/19/17	VERTICAL SCALE : 1"=	<p>PORRAS NANCE ENGINEERING</p> <p>304 E. CALTON LAREDO, TEXAS 78041 TBPE F-6205 TBPLS F-10188800 OFFICE (956) 724-3097 www.porrasnance.com</p>	<p>HILLTOP TOWNHOMES UNIT 1</p>	<p>PRELIMINARY PLANS THIS DOCUMENT IS RELEASED FOR INTERIM REVIEW ONLY UNDER THE AUTHORITY OF WAYNE NANCE, P.E. # 87006 ON 04/19/17. IT SHALL BE NOT BE USED FOR BIDDING, CONSTRUCTION, OR ANY OTHER PURPOSE.</p>	<p>PLAN OF: SPECIAL USE PERMIT SITE PLAN</p>	<p>SHEET 2 OF 2</p>
REVISIONS :	HORIZONTAL SCALE : 1"=					
<p>This document is the property of PORRAS NANCE ENGINEERING and may not be reproduced, modified, or used in any way without the written permission of PORRAS NANCE ENGINEERING</p>						



ZC-40-2017
Lot 1, Block 1,
Hilltop Subdivision, Phase 1
7406 Hilltop Rd.



City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Cynthia Collazo, Deputy City Manager

Initiated By: CBA Laredo Escon, Lp., Owner; Oscar Castillo/ PEUA Consulting LLC., Applicant

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for Townhouses on approximately 5.92 acres out of Abstract 241, Porcion 28, Eugenio Martinez, as further described by metes and bounds in attached Exhibit "A", located North of U.S. Highway 59 and West of Escondido Dr.

ZC-34-2017

Staff does not support the application and the Planning and Zoning Commission recommends approval of the Special Use Permit.

District V

PREVIOUS COUNCIL ACTION

City Council motioned to table the Special Use Permit request at the City Council meeting of June 19, 2017.

BACKGROUND

Council District: V – The Honorable Nelly Vielma.

Proposed use: Townhouse.

Site: The site is currently raw and undeveloped.

Surrounding land uses: North of the site is vacant land and low density residential uses. Immediately south of the site is a vacant land. South of the site, across U.S. Highway 59 is vacant land, Las Palmas Pool Party, and Maldonado Fine Furniture. To the east of the site is a vacant lot, and townhouses. West of the site is Pottery Hacienda Viejo, a warehouse, boat repair and E&R Auto Parts.

Comprehensive Plan: The Future Land Use Map recognizes this property as High Density Residential.

Transportation Plan: The Long Range Thoroughfare Plan has no designation for Escondido Rd.

Letters sent to surrounding property owners: 3 In Favor: 0 Opposed: 0

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 8 to 0 vote, recommended approval of the Special Use Permit.

STAFF RECOMMENDATION

A Special Use Permit is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is an overlay on top of the existing zoning designation and can be limited in many respects such as time, fencing, setbacks, landscaping, etc.

Staff does not support the issuance of the proposed SUP at this location for the following reasons:

1. Although the Future Land Use Plan identifies this site as High Density Residential, the proposed use does not comply with the 35 ft. minimum lot width for an R-1B District (Single Family High Density District) as required by Section 24.77.2 of Laredo Land Development Code Book.
2. The proposed 15 ft. Rear Yard Setback does not comply with the required 20 ft. Rear Yard Setback for an R-1B District (Single Family High Density District).

Should the Commission recommend approval of the proposed SUP, staff suggests the following conditions:

1. The Special Use Permit is issued to CBA Laredo Escon, Lp, and is non-transferable except to any Homeowners Association (HOA).
2. The Special Use Permit is for Townhouses, restricted to Exhibit "A", which is made part hereof for all purposes.
3. Two parking places are required per Townhouse, one of which is required to be enclosed. All parking must comply with Section 24-78 of the Laredo Land Development Code. Visitor parking must be provided as one for every four dwelling units. All parking must be contained within the lot; parking in the right-of-way is prohibited
4. Carports and garages within the front setback are prohibited.
5. Townhouses shall have a minimum 20 ft. Rear Yard Setback.
6. Any common areas shall be maintained by the Homeowners Association.
7. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date.
8. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
9. Owner shall comply with Building, Health, Safety, and all applicable codes and regulations as required.
10. Owner shall provide parking spaces in compliance with Section 24.78 and 24.78.3

of the Laredo Land Development Code, parking space dimensional requirements, loading space requirements and dimensions, paving, drainage, maintenance, lighting, location of parking spaces, disabled vehicles, joint use of parking spaces (on-site), wheel blocks, access and maneuvering space requirements, as required by ordinance.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

[Ordinance](#)

[Aerial Map](#)

[Zoning Map](#)

[Future Land Use Map](#)

[Zoning Overview Map](#)

[Dimensions Map](#)

[Survey and Exhibits](#)

[Pictures](#)

ORDINANCE NO. 2017-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR TOWNHOUSES ON APPROXIMATELY 5.92 ACRES OUT OF ABSTRACT 241, PORCION 28, EUGENIO MARTINEZ, , AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT “A”, LOCATED NORTH OF U.S. HIGHWAY 59 AND WEST OF ESCONDIDO DR.; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Special Use Permit for Townhouses on approximately 5.92 acres out of Abstract 241, Porcion 28, Eugenio Martinez, , as further described by metes and bounds in attached Exhibit “A”, located North of U.S. Highway 59 and west of Escondido Dr. ; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on May 18, 2017; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the Special Use Permit; and,

WHEREAS, notice of the Special Use Permit request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on June 19, 2017, on the request and motioned to table the item; and,

WHEREAS, the City Council has held a public hearing on January 16, 2018, on the request and finds the Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, all conditions imposed by the Special Use Permit, and all pertinent requirements the Laredo Land Development Code shall be met before the activity sanctioned by the Special Use Permit may commence; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing a Special Use Permit for Townhouses on approximately 5.92 acres out of Abstract 241, Porcion 28, Eugenio Martinez, , as further described by metes and bounds in attached Exhibit “A”, located North of U.S. Highway 59 and west of Escondido Dr.

Section 2: The Special Use Permit is further restricted to the following provision herewith adopted by the City Council:

1. The Special Use Permit is issued to CBA Laredo Escon, Lp, and is non-transferable except to any Homeowners Association (HOA).
2. The Special Use Permit is for Townhouses, restricted to Exhibit “A”, which is made part hereof for all purposes.
3. Two parking places are required per Townhouse, one of which is required to be enclosed. All parking must comply with Section 24-78 of the Laredo Land Development Code. Visitor parking must be provided as one for every four dwelling units. All parking must be contained within the lot; parking in the right-of-way is prohibited
4. Carports and garages within the front setback are prohibited.
5. Townhouses shall have a minimum 20 ft. Rear Yard Setback.
6. Any common areas shall be maintained by the Homeowners Association.
7. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date.
8. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
9. Owner shall comply with Building, Health, Safety, and all applicable codes and regulations as required.
10. Owner shall provide parking spaces in compliance with Section 24.78 and 24.78.3 of the Laredo Land Development Code, parking space dimensional requirements, loading space requirements and dimensions, paving, drainage, maintenance, lighting, location of parking spaces, disabled vehicles, joint use of parking spaces (on-site), wheel blocks, access and maneuvering space requirements, as required by ordinance.

Section 3: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Special Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.93.12, entitled “Enforcement and Revocation of Special Use Permits,” according to the criteria and procedures described therein and below:

(a) Any Special Use Permit, authorized by City Council, shall be considered in noncompliance and shall be suspended or revoked and removed from the City of Laredo Zoning Map if:

(1) A court having jurisdiction or a jury find the holder of the Special Use Permit guilty of a violation or if a holder of an SUP pleads guilty of violating:

(a.) Any requirement or term or condition of the Special Use Permit or has not conformed, at any time, with any or all of the requirements or terms or conditions as set out in the Special Use Permit as approved by the City Council.

(2) The activity authorized by the Special Use Permit commences prior to the institution of all conditions imposed by the Special Use Permit.

(3) The use for which the Special Use Permit was authorized does not commence within six months of the effective date of the Special Use Permit.

(a.) An extension of up to six months may be granted, for good cause shown, by the Building Services Director upon petition of the SUP holder.

(4) The use for which the Special Use Permit is authorized is discontinued for a period of six (6) consecutive months.

(5) In the event of discontinuance or failure to commence as stipulated in Subsection 24.93.12 of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map.

(b) Procedures:

(1) Should a City of Laredo Zoning Enforcement Official or Fire Official inspection reveal non-compliance with Laredo Land Development Code, Section 24.93.7.(b) or any of any additional express conditions of the Special Use Permit, Special Use Permit suspension/revocation procedures shall commence as below stipulated:

(a.) A Zoning Officer or Fire Official shall, upon discovery of special use permit non-compliance as per Subsection 24.93.7.(b), issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the current City Council approved Special Use Permit for that location.

(b.) If non-compliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official or Fire Official shall issue written citation.

(c.) The requirement for the issuance of a written warning and grace period shall not apply to a citation issued as a result of a violation of the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load or the failure to, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges and said citation/s shall be filed for prosecution.

(d.) Should a citation result in a court, having jurisdiction or a jury finding the holder of the Special Use Permit guilty of a violation, or if a holder of an SUP pleads guilty, the Special Use Permit will be suspended for such period of time as is necessary to remedy the violation, but in no event shall the suspension be for less than 24 hours to be implemented as follows:

i. The Zoning Officer or Fire Official shall immediately notify the Planning Director, in writing, of the result of the prosecution of the citation.

ii. The Planning Director shall, within 48 hour notice of the court's determination (or as soon thereafter as is practicable) issue the permit holder written notification of the Special Use Permit's official suspension.

iii. The Special Use Permit Holder shall suspend all business operations in accordance with the notice.

iv. The Special Use Permit Holder shall not resume operation until the violation has been corrected and the establishment has been inspected. A “Notice of Termination of Suspension” shall be issued by the Planning Director upon his/her finding that all issues relevant to the suspension have been complied with and the 24 hour suspension period has run. The Planning Director shall issue such notice without unreasonable delay.

(2) Upon the second conviction of a violation of any of the provisions of the Laredo Land Development Code, Section 24.93.7. (b) or any additional express condition of the Special Use Permit, within any twelve month period, the Special Use Permit will be suspended for such period of time as is necessary to remedy the violation, but in no event shall the suspension be for less than 72 hours. This provision shall be implemented in the same manner as set forth above in Section 24.93.12 (b) (1)(a-d).

(3) Upon the third conviction of a violation of any of the provisions of the Laredo Land Development Code, Section 24.93.7. (b) or any additional express condition of the Special Use Permit, within any twelve month period, and subject to the revocation/suspension procedures set forth in Section 24.93.12 (b) (1)(a-d), the Special Use Permit will be revoked and the City shall proceed with its removal from the City of Laredo Zoning Map.

(a.) The Planning Director shall issue the permit holder written notification of the Special Use Permit’s official revocation and removal from the City of Laredo Zoning Map and the Special Use Permit Holder shall suspend all business operations which are inconsistent with and in violation of the zoning district in which the business is located.

(b.) Once the holder of the Special Use Permit has been notified of the revocation, the permit holder may petition the City Council for reinstatement of the permit. The reinstatement shall be processed and proceed in the same manner as a new application for a Special Use Permit inclusive of all required fees and documentation.

(c.) In the event the Special Use Permit Holder appeals the conviction, any suspension or revocation will be abated until the completion of the appeals process.

(4) For purposes of Section 24.93.7.(1), (2), or (3) above, a finding of guilt on more than one citation issued on the same day for the same location shall be counted as only one violation.

(5) In the event the Special Use Permit Holder appeals a conviction, any suspension or revocation will be abated until the completion of the appeals process.

(6) Effect of Other Violations (Habitual Offenses):

(a.) Twelve violations of City Ordinances which result in an adjudication of guilt (by trial to the court, by jury or by entering a plea of guilt) during any twelve month period shall result in the revocation of the Special Use Permit. The holder of said SUP may avail himself/herself of the remedy set forth in Section 24.93.12(b)(3)(b).

(b.) Should the twelve citations, issued during any twelve month period result in a court having jurisdiction or a jury find the holder of the Special Use Permit guilty of each violation or if a holder of an SUP pleads guilty to violation/s, the City of Laredo shall consider the Special Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.

(c.) The Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map and the Special Use Permit Holder shall suspend all business operations which are inconsistent with and in violation of the zoning district in which the business is located.

(d.) Once the holder of the Special Use Permit has been notified of the revocation, the permit holder may petition the City Council for reinstatement of the permit. The reinstatement shall be processed and proceed in the same manner as a new application for a Special Use Permit inclusive of all required fees and documentation.

(e.) In the event the Special Use Permit Holder appeals any of the convictions the revocation will be abated until the completion of the appeals process.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE
_____ DAY OF _____, 2018.

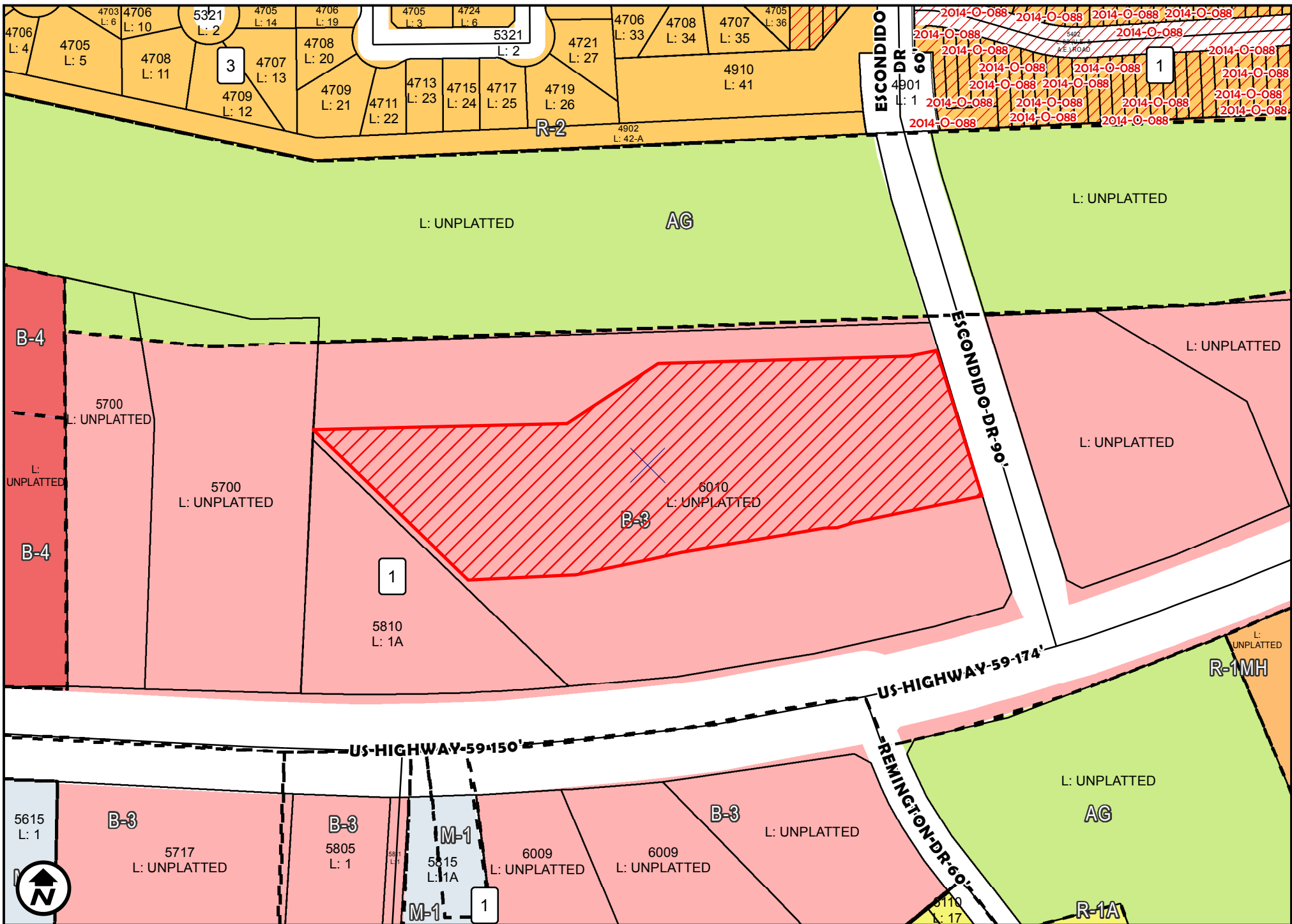
PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA LAUREL HALE
CITY ATTORNEY

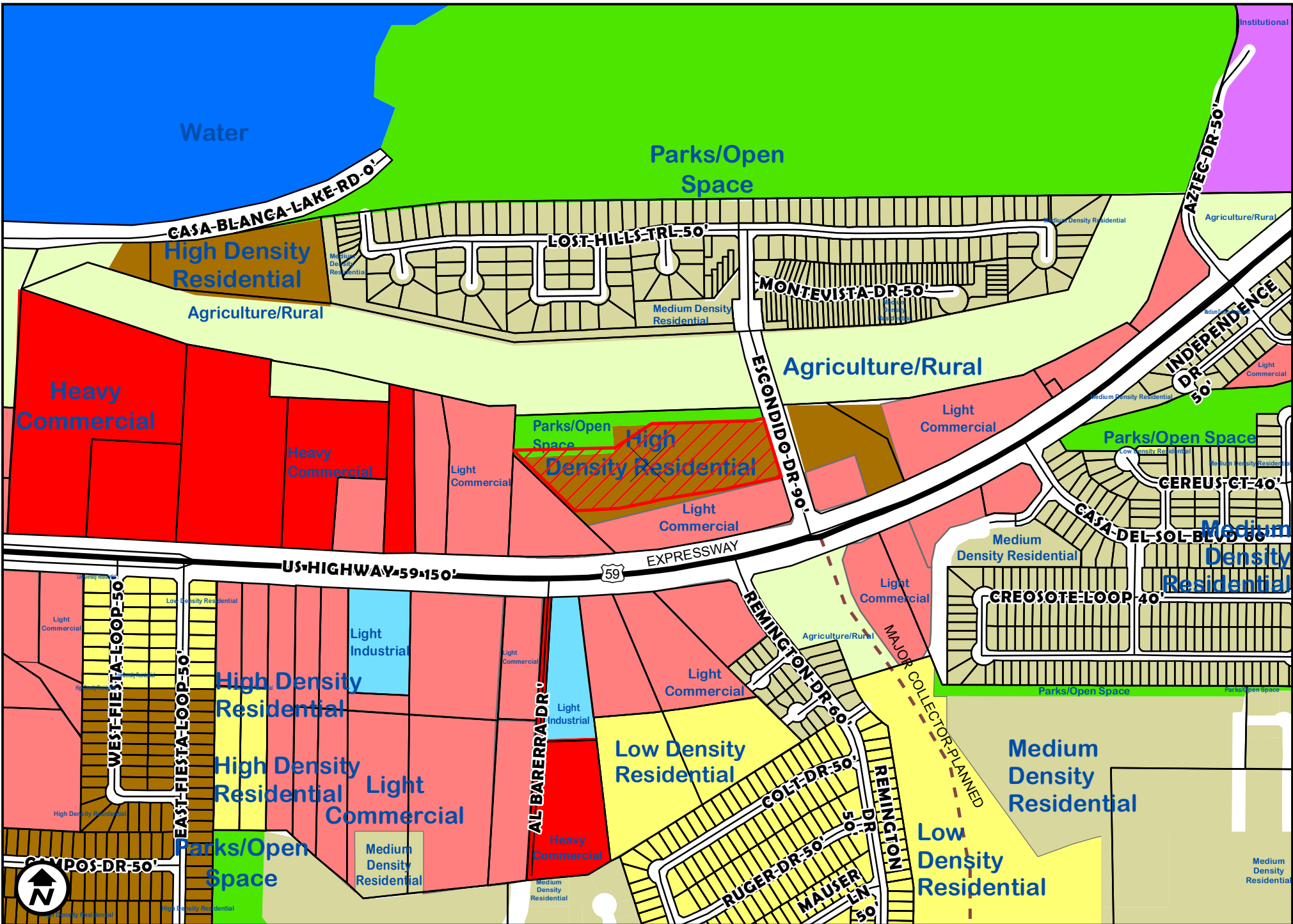


ZONING MAP
1 inch = 200 feet

ZC-34-2017
COUNCIL DISTRICT 5
ESCONDIDO DUPLEXES

APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
->

■ S.U.P. (SPECIAL USE PERMITS)
■ C.U.P. (CONDITIONAL USE PERMITS)
■ S.U.P. & C.U.P.

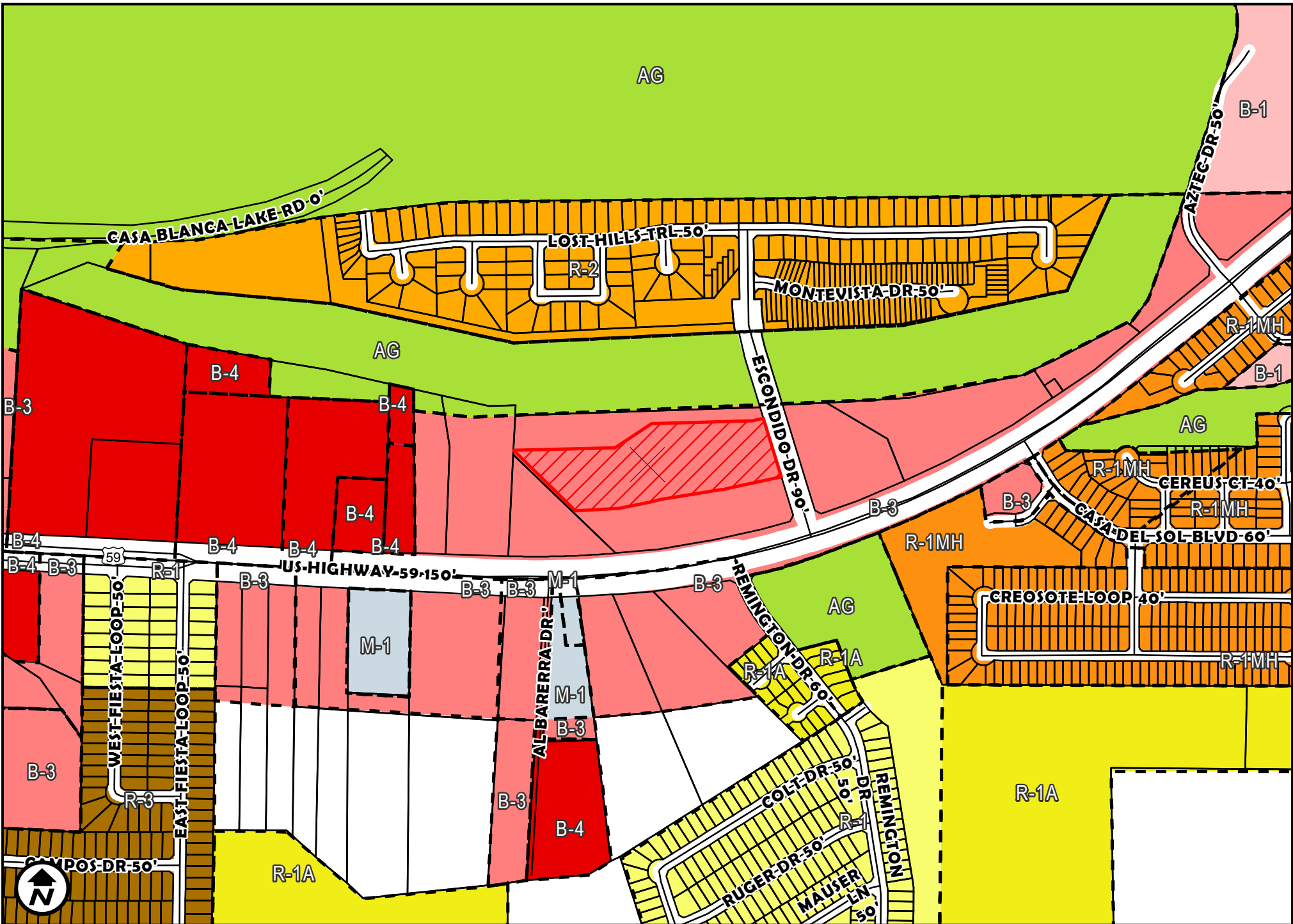


FUTURE LANDUSE MAP
1 inch = 500 feet

ZC-34-2017
COUNCIL DISTRICT 5
ESCONDIDO DUPLEXES

APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)

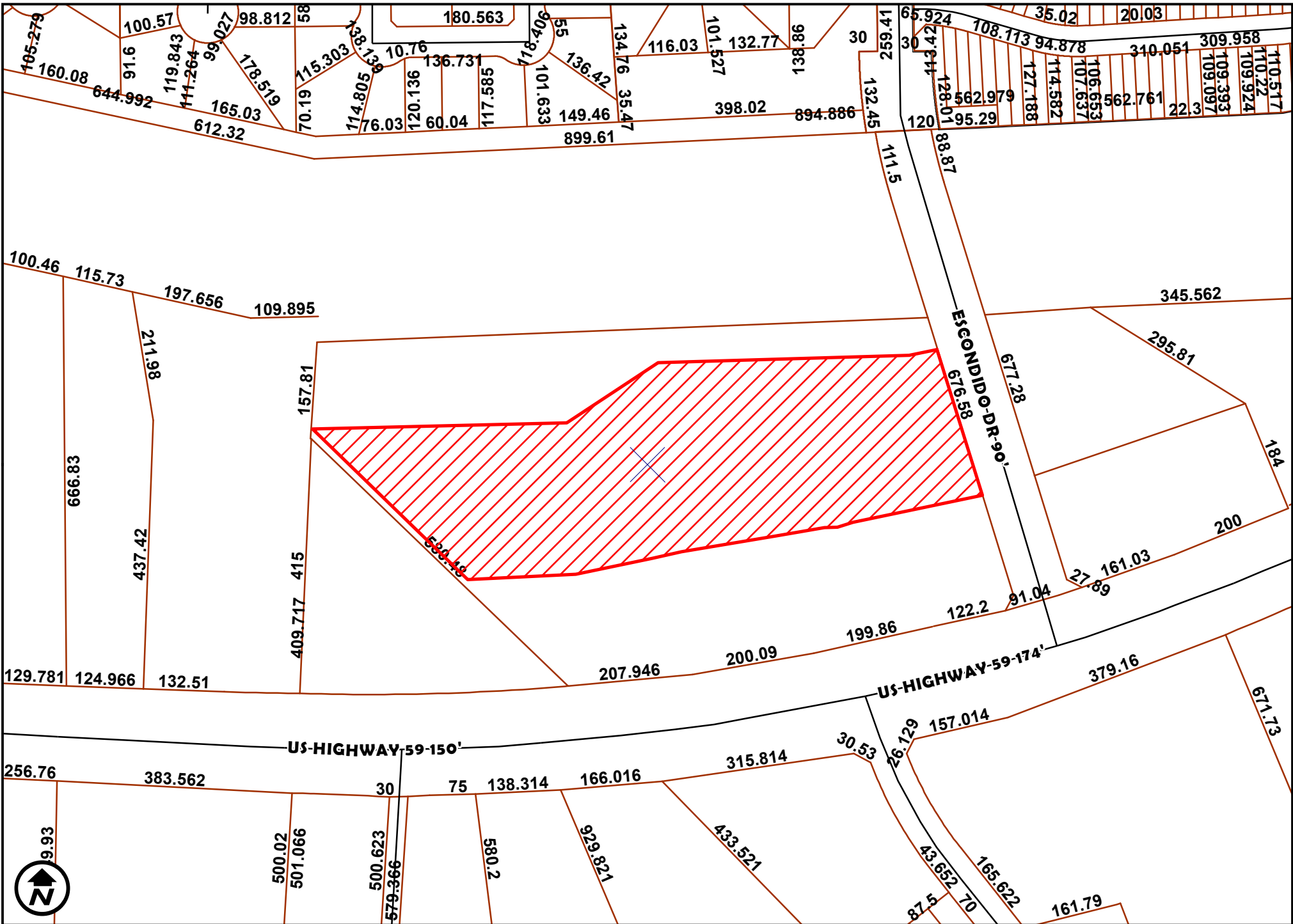




ZONING OVERVIEW
1 inch = 500 feet

ZC-34-2017
COUNCIL DISTRICT 5
ESCONDIDO DUPLEXES

APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
➔

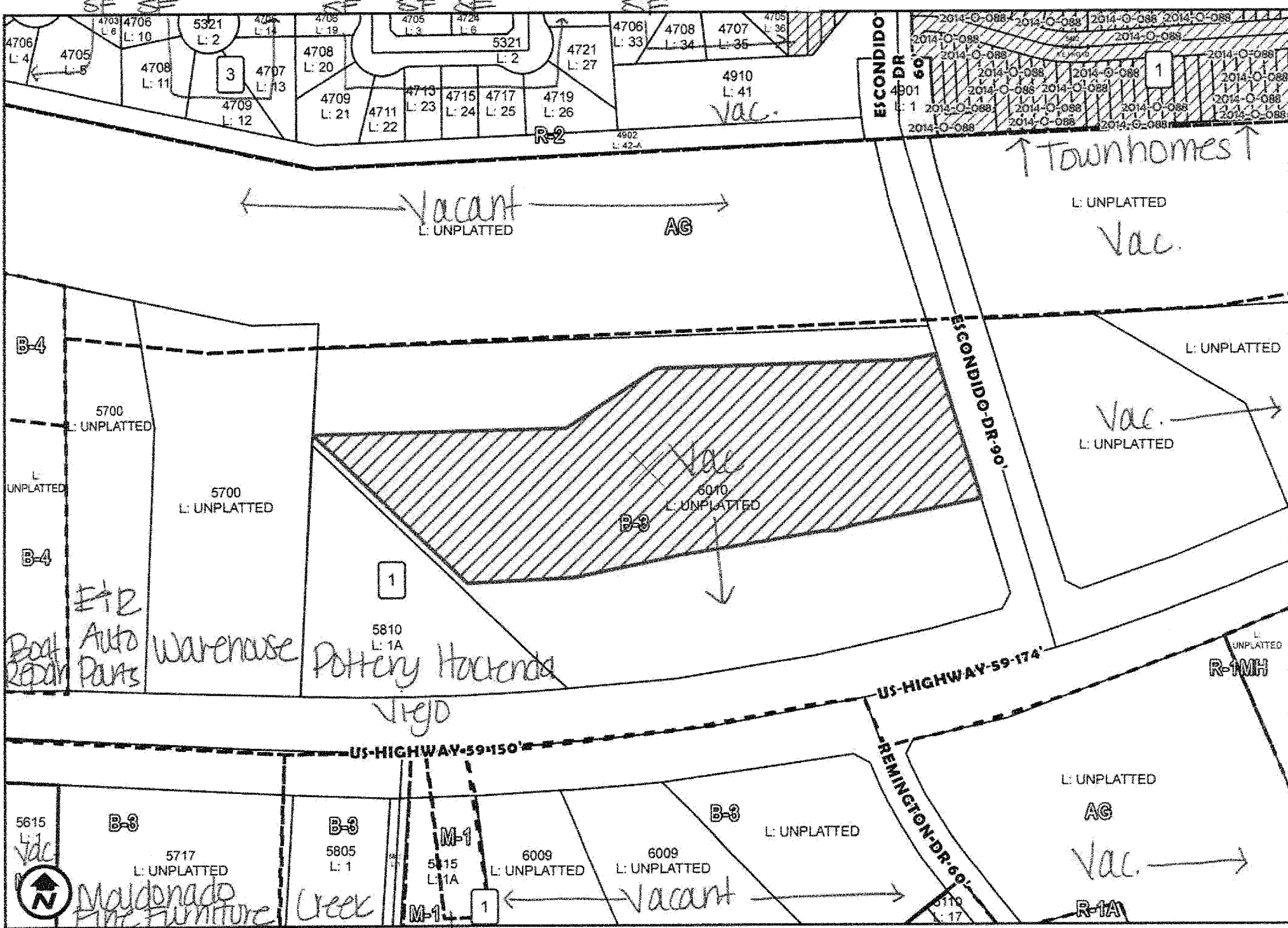


DIMENSIONS MAP
1 inch = 200 feet

ZC-34-2017
COUNCIL DISTRICT 5
ESCONDIDO DUPLEXES

APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)





ZONING MAP
1 inch = 200 feet

ZC-34-2017
COUNCIL DISTRICT 5
ESCONDIDO DUPLEXES

Las Palmas
Pool Party

APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)

->



REGISTRATION NUMBER F-14954
600 San Bernardo, Suite 902
Laredo, TX 78040
Phone: 956-433-2205

October 25, 2017

City of Laredo Planning and Zoning
Attention: Ms. Ana G. Villarreal
1120 San Bernardo Ave.
Laredo, Texas 78040

Re: Escondido Townhomes SUP Letter

Dear Ms. Villarreal,

The proposed development is to have 60 units arranged on 30 Two-unit building Townhomes on a 5.98 acre lot. These two-unit townhomes will have each its own lot sharing one wall and with this submittal, Peua Consulting LLC on behalf of CBA Laredo Escon LP is respectfully requesting a Special Use permit.

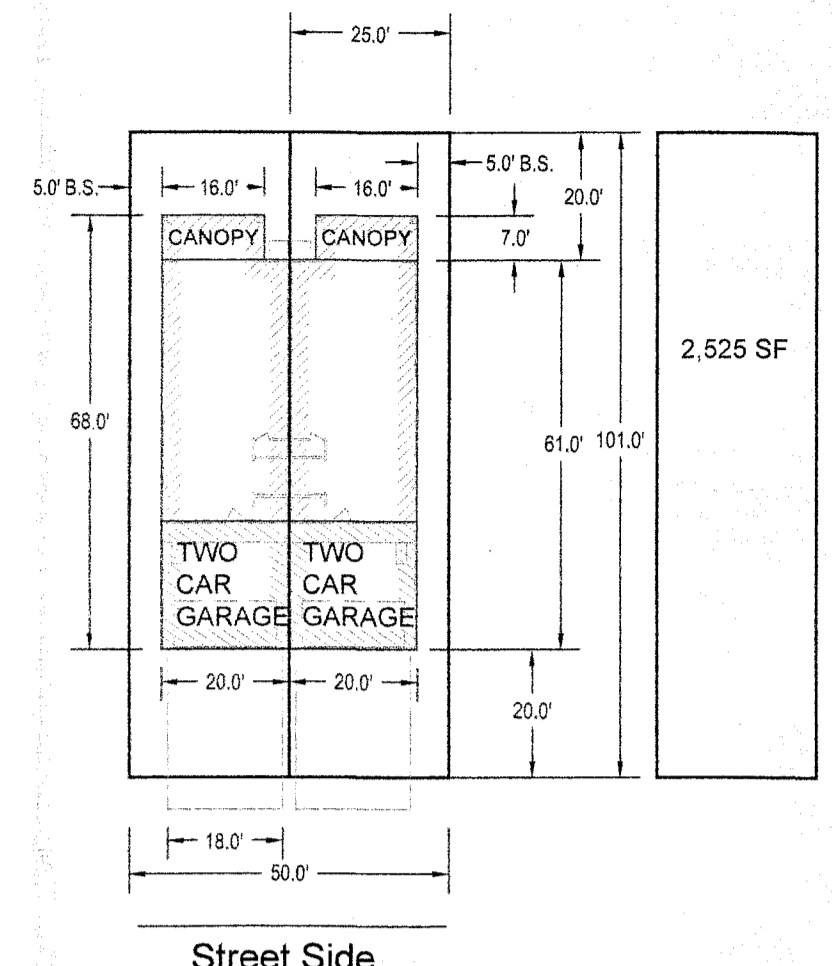
Please let me know if you have any questions or if we can be of any assistance.

Sincerely,

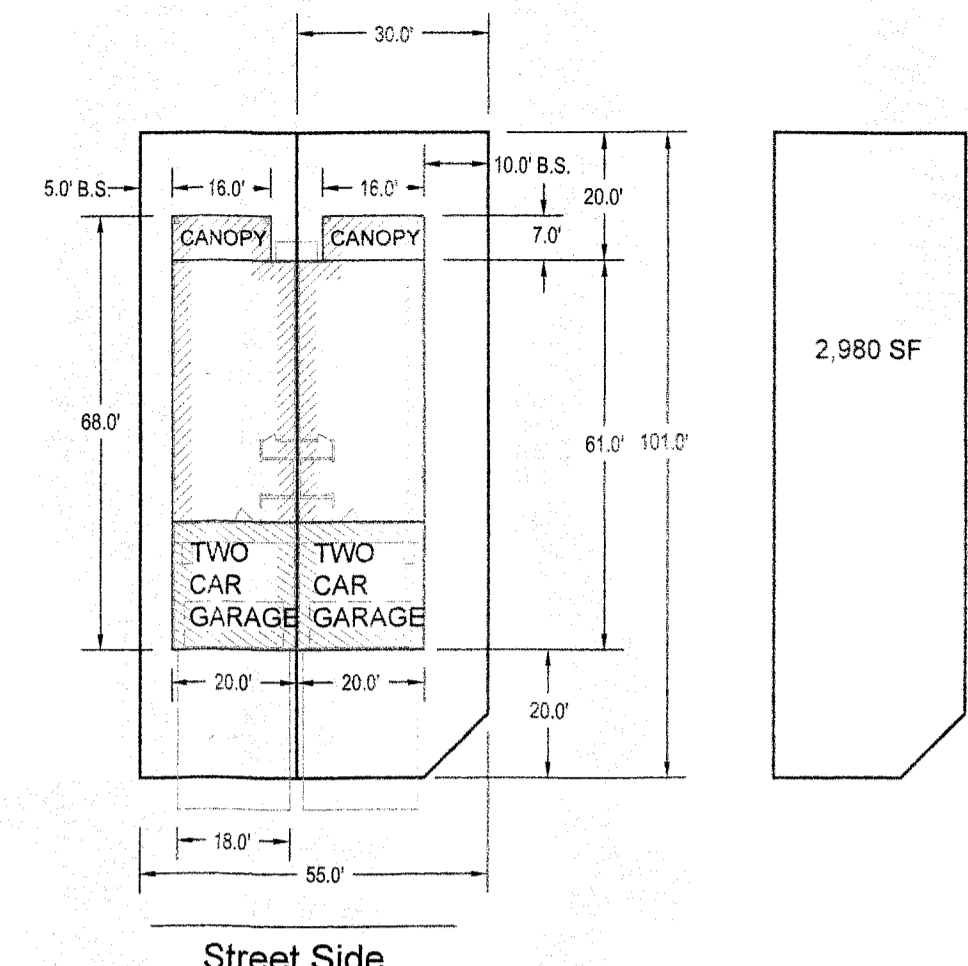
A handwritten signature in black ink, appearing to read "Oscar Castillo", is written over a faint, circular stamp or watermark.

Oscar Castillo P.E.

Civil Engineer

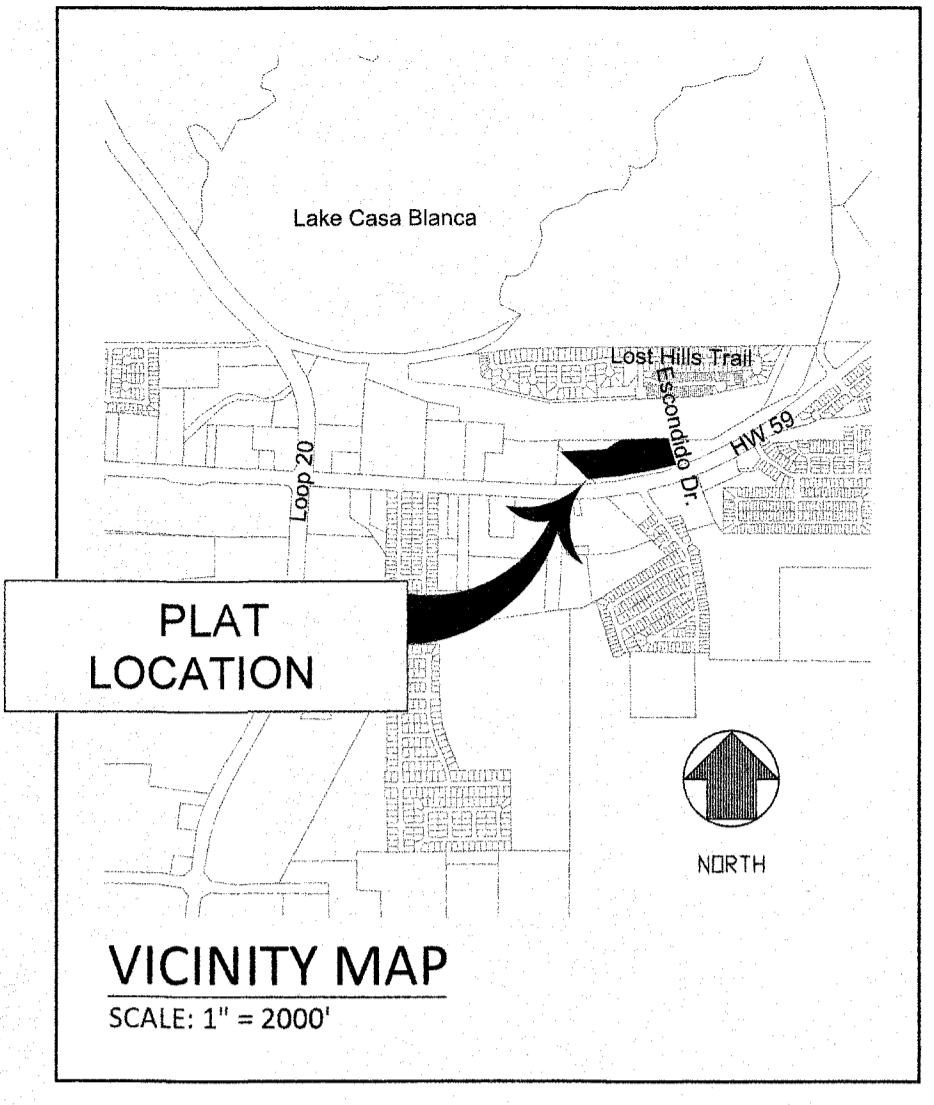


2 TYPICAL BUILDING - INTERIOR LOT
SCALE: 1" = 30'



3 TYPICAL BUILDING - CORNER LOT
SCALE: 1" = 30'

- NOTES**
1. A minimum width of 25' shall be used for interior lots
 2. A minimum width of 30' shall be used for corner lots.
- GREEN SPACE OPEN AREA 1 - IMPROVEMENTS**
- Food Court Table - 3
 - Park Grill - 2
 - Litter Receptacle - 3

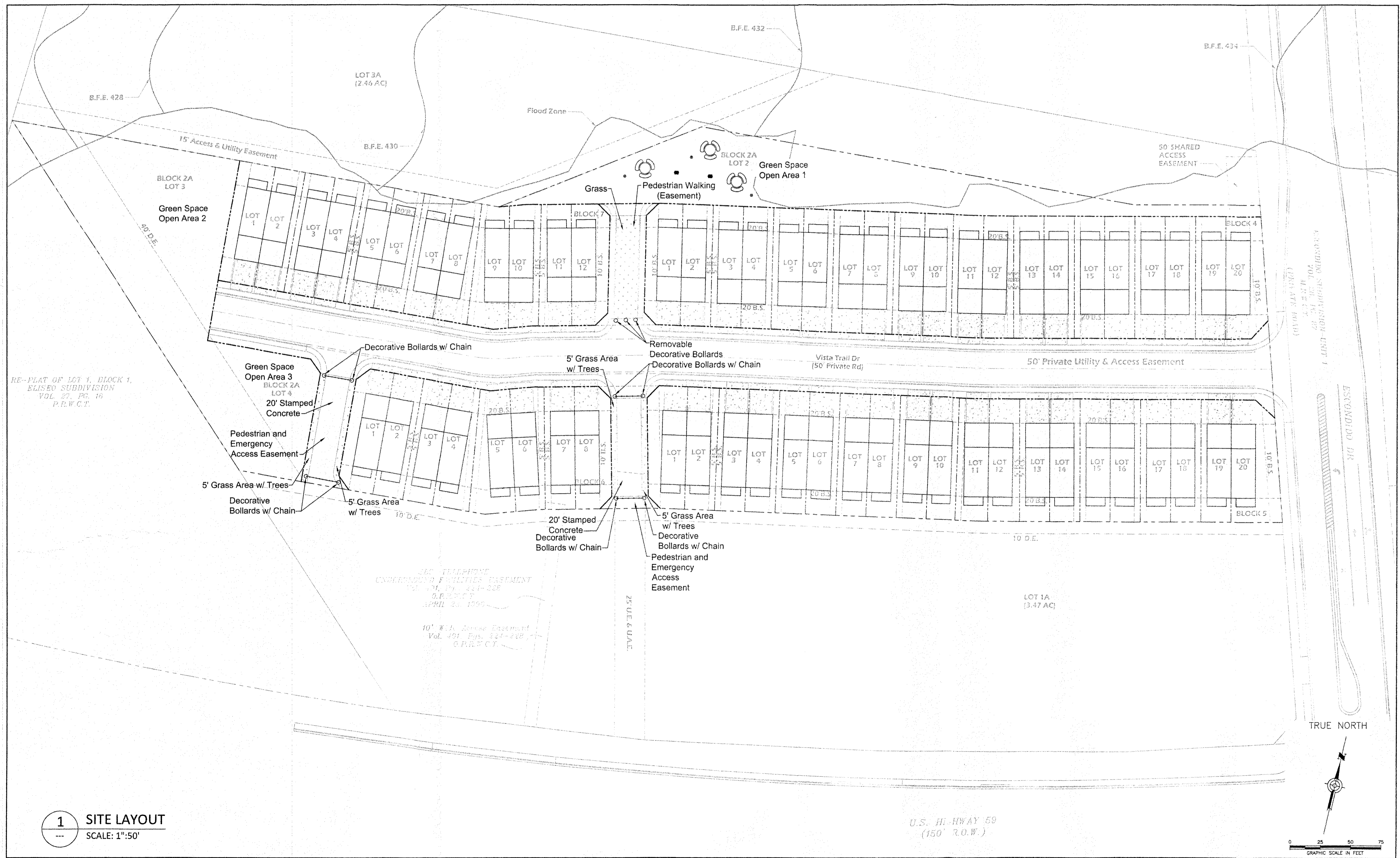


PLAT LOCATION

VICINITY MAP
SCALE: 1" = 2000'

LEGEND

- EXISTING PROPERTY BOUNDARY
- EXISTING RIGHT-OF-WAY LINE
- EXISTING RIGHT-OF-WAY CENTER LINE
- EXISTING PROPERTY LOT LINE
- EXISTING BUILDING SETBACK LINE
- EXISTING UTILITY EASEMENT LINE
- EXISTING DRAINAGE EASEMENT LINE
- PROPOSED PROPERTY BOUNDARY
- PROPOSED RIGHT-OF-WAY LINE
- PROPOSED RIGHT-OF-WAY CENTERLINE
- PROPOSED PROPERTY LOT LINE
- PROPOSED UTILITY EASEMENT LINE
- PROPOSED BUILDING SETBACK LINE
- UTILITY DRAINAGE EASEMENT DESIGNATION
- UTILITY EASEMENT DESIGNATION
- UTILITY & ACCESS EASEMENT DESIGNATION
- BUILDING SETBACK DESIGNATION
- PROPOSED DRIVEWAY



1 SITE LAYOUT
SCALE: 1" = 50'

ESCONDIDO TOWNHOMES SUBDIVISION PHASE 4

LOT AREA TABLE

Block	Lot	Acreage	SQ.FT.	Block	Lot	Acreage	SQ.FT.
2A	1	1.2344	53772.58	5	9	0.0580	2525.00
	2	0.4613	20093.16		10	0.0577	2514.73
	3	0.2275	9911.18		11	0.0602	2621.90
	4	0.1015	4420.39		12	0.0594	2586.29
4	1	0.0673	2929.83		13	0.0580	2525.00
	2	0.0580	2526.41		14	0.0580	2525.00
	3	0.0580	2525.42		15	0.0580	2525.00
	4	0.0580	2525.42		16	0.0580	2525.00
	5	0.0580	2525.42		17	0.0580	2525.00
	6	0.0580	2525.42		18	0.0580	2525.00
	7	0.0580	2525.42		19	0.0580	2525.00
	8	0.0580	2525.42		20	0.0868	3782.56
	9	0.0580	2525.42	6	1	0.0673	2930.00
	10	0.0580	2525.42		2	0.0580	2525.00
	11	0.0580	2525.31		3	0.0580	2525.00
	12	0.0595	2590.58		4	0.0641	2792.99
	13	0.0580	2525.00		5	0.0736	3206.18
	14	0.0580	2525.00		6	0.0611	2660.69
	15	0.0580	2525.00		7	0.0580	2524.99
	16	0.0580	2525.00		8	0.0673	2929.99
	17	0.0580	2525.00	7	1	0.0696	3030.00
	18	0.0582	2534.53		2	0.0580	2525.00
	19	0.0580	2525.00		3	0.0580	2525.00
	20	0.0723	3148.50		4	0.0580	2525.00
5	1	0.0714	3108.92		5	0.0580	2525.00
	2	0.0590	2568.47		6	0.0580	2525.00
	3	0.0580	2525.00		7	0.0580	2525.00
	4	0.0580	2525.00		8	0.0620	2702.58
	5	0.0580	2525.00		9	0.0669	2915.05
	6	0.0580	2525.00		10	0.0591	2576.23
	7	0.0580	2525.00		11	0.0606	2641.37
	8	0.0580	2525.00		12	0.0693	3017.98

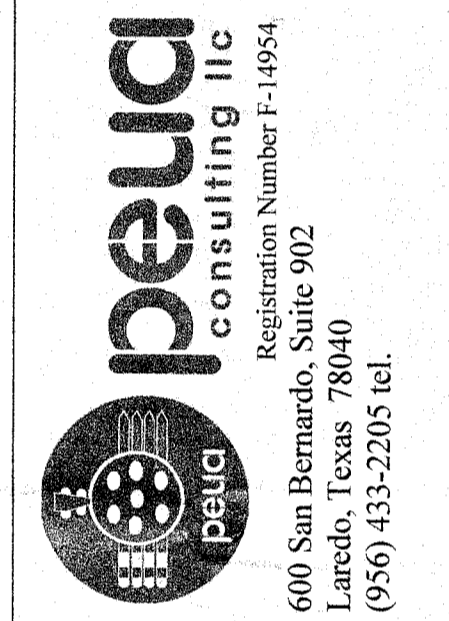
BLOCK SUMMARY TABLE

Block	Lot (Total)	Acreage (Total)	SQ.FT. (Total)
2A	4	2.0247	88197.32
4	20	1.1848	51608.52
5	20	1.2060	52532.87
6	8	0.5072	22094.84
7	12	0.7354	32033.20



DESIGN BY: J. Centeno
DRAWN BY: J. Centeno
CHECKED BY: O. Castillo

ISSUED: # 1 10/16/2017 FOR EXHIBIT TO P&Z
2 10/25/2017



Escondido Townhomes
Subdivision Phase 4
SUP Site Plan



ZC-34-2017
5.92 acres out of Abstract 241,
Porcion 28, Eugenio Martinez



City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Cynthia Collazo, Deputy City Manager

Initiated By: Mauro G. Gutierrez., Owner/ Applicant

Staff Source: Nathan Bratton, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 1 and 2, Block 1081, Eastern Division, located at 1901 Aldama St., from R-1 (Single Family Residential District) to R-3 (Mixed Residential District).

ZC-15-2018

Staff does not support the application and Planning & Zoning Commission recommends denial of the Zone Change. Therefore, the applicant has exercised the right to appeal this decision directly to City Council.

District III

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: III – The Honorable Alejandro Perez

Proposed use: Residential.

Site: The site has a single family residence.

Surrounding land uses: North of the property is a low density residential district, vacant land and Ramirez Ramirez Construction. South of the property is a single family residential district, multifamily residential district, a beauty salon and vacant land. East of the property are single family residential uses and a church. West of the property are single family residential uses, multifamily residential uses and vacant land.

Comprehensive Plan: The Future Land Use Map recognizes this site as Low Density Residential.

Transportation Plan: The Long Range Thoroughfare Plan has no designation for Aldama St.

Letters sent to surrounding property owners: 21 In Favor: 0 Opposed: 4

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 7 to 0 vote, recommended denial of the proposed Zone Change.

STAFF RECOMMENDATION

Staff does not support the proposed zone change for the following reasons:

1. The proposed district is not consistent with the Comprehensive Plan's designation for this property as Low Density Residential; although the proposed zone change is compatible with the surrounding zones and uses along Aldama St.

IMPACT ANALYSIS

R-3 (Mixed Residential District): The purpose of the R-3 (Mixed Residential District) is to provide an area for higher density residential uses, the use of mobile homes on single lots, and those public and semi-public uses normally considered an integral part of the neighborhood they serve.

Is this change contrary to the established land use pattern?

Yes, there are no high density residential uses abutting this property.

Would this change create an isolated zoning district unrelated to surrounding districts?

Yes, this property is surrounded by single family residential districts on all sides.

Will this change adversely influence living conditions in the neighborhood?

No, the proposed use fits within the residential neighborhood.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?

Yes, the existing R-1 (Single Family Residential District) does not permit for multifamily residential uses.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

[Ordinance](#)

[Aerial Map](#)

[Zoning Map](#)

[Zoning Overview Map](#)

[Future Land Use Map](#)

[Land Use Equivalents Chart](#)

[Dimensions Map](#)

[Survey](#)

[Permitted Uses](#)

[Pictures](#)

ORDINANCE NO. 2018-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOTS 1 AND 2, BLOCK 1081, EASTERN DIVISION, LOCATED AT 1901 ALDAMA ST., FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO R-3 (MIXED RESIDENTIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of Lots 1 and 2, Block 1081, Eastern Division, located at 1901 Aldama St., from R-1 (Single Family Residential District) to R-3 (Mixed Residential District) and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on December 7, 2017, and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **denial** of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on January 16, 2018, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning Lots 1 and 2, Block 1081, Eastern Division, located at 1901 Aldama St., from R-1 (Single Family Residential District) to R-3 (Mixed Residential District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2018.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA K. LAUREL HALE
CITY ATTORNEY



AERIAL MAP
1 inch = 75 feet

ZC-15-2018
COUNCIL DISTRICT 3
1901 ALDAMA ST

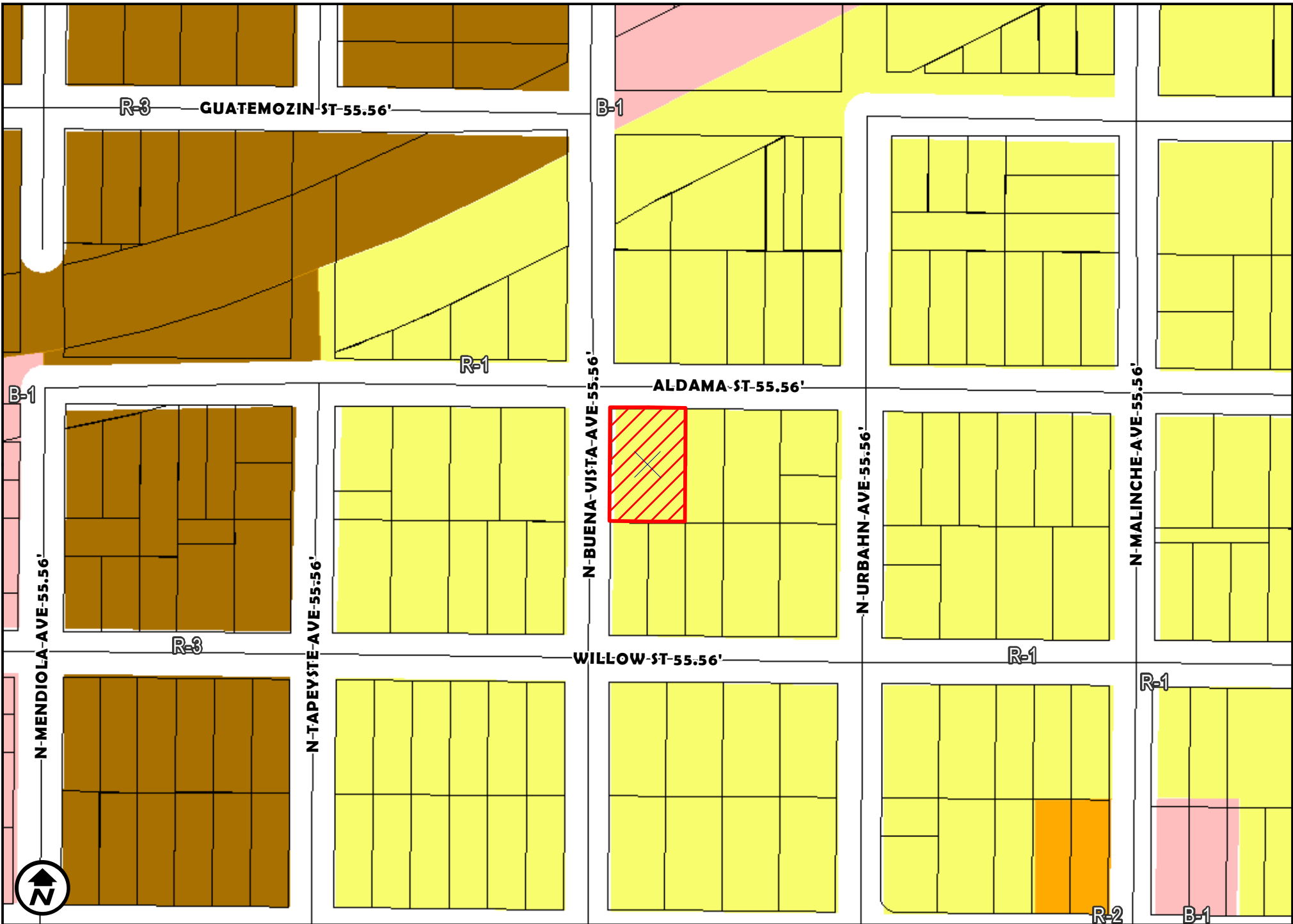
APPLICATION FOR
R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
-> R3 (MIXED RESIDENTIAL DISTRICT)



ZONING MAP
1 inch = 150 feet

ZC-15-2018
COUNCIL DISTRICT 3
1901 ALDAMA ST

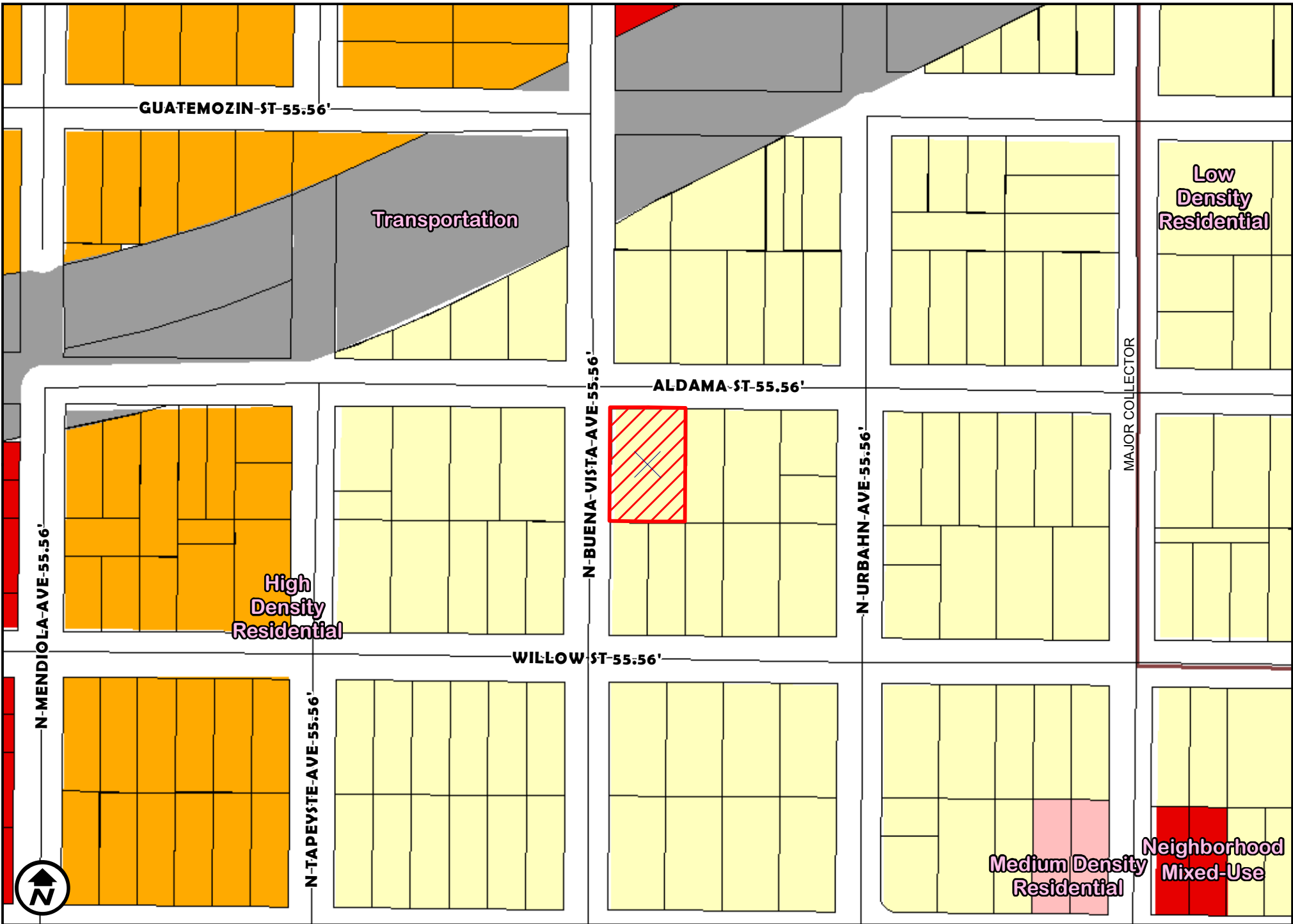
APPLICATION FOR
R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
-> R3 (MIXED RESIDENTIAL DISTRICT)



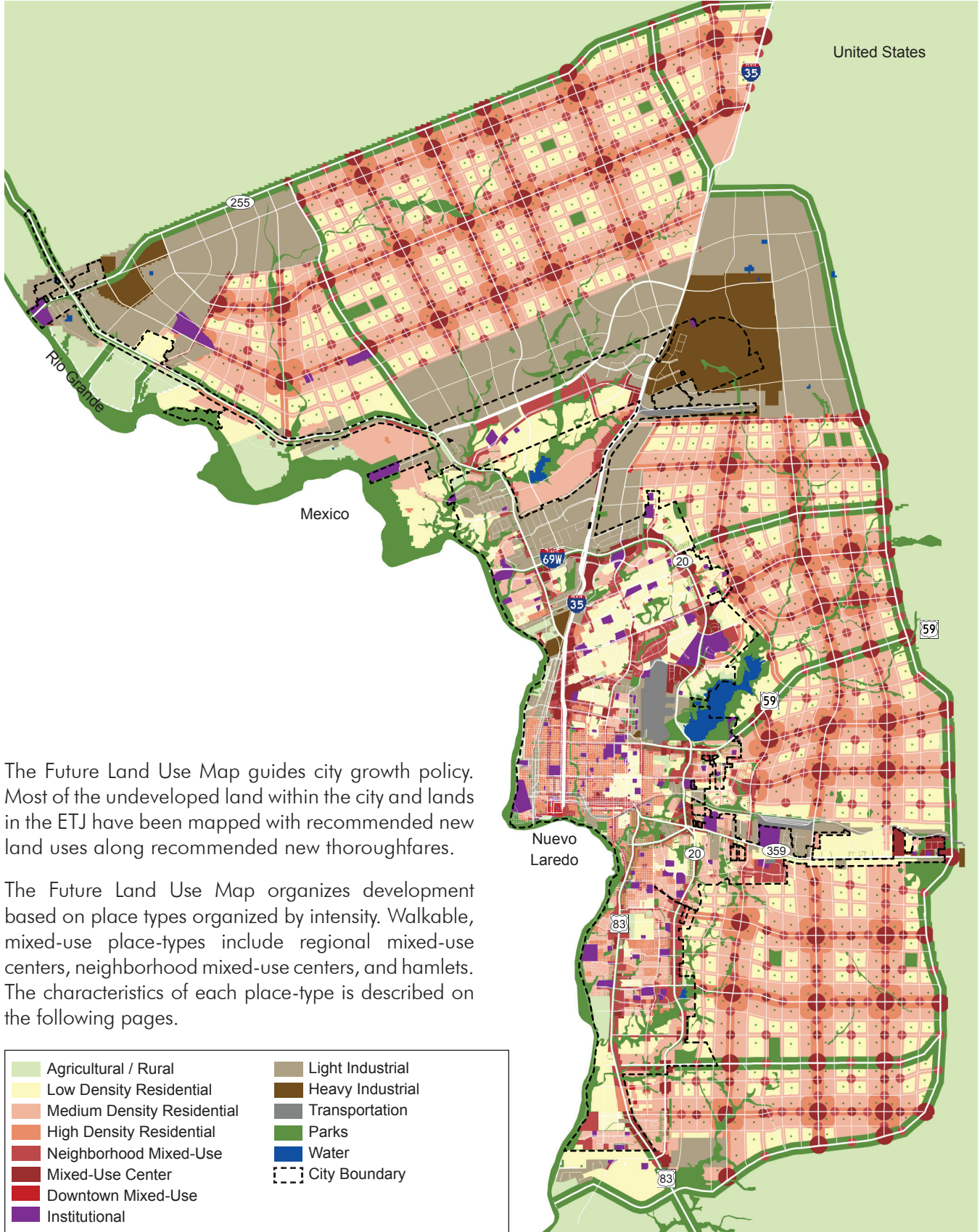
ZONING OVERVIEW
1 inch = 150 feet

ZC-15-2018
COUNCIL DISTRICT 3
1901 ALDAMA ST

APPLICATION FOR
R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
-> R3 (MIXED RESIDENTIAL DISTRICT)















Future Land Use Map



The Future Land Use Map guides city growth policy. Most of the undeveloped land within the city and lands in the ETJ have been mapped with recommended new land uses along recommended new thoroughfares.

The Future Land Use Map organizes development based on place types organized by intensity. Walkable, mixed-use place-types include regional mixed-use centers, neighborhood mixed-use centers, and hamlets. The characteristics of each place-type is described on the following pages.

Land Use Equivalents Chart

New Land Use Types	Current Zoning Groups
 Agricultural / Rural	AG
 Low Density Residential	R-1, R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions *
 Medium Density Residential	R-1, R-O, R-2, B-1R, R1-B, Small format market
 High Density Residential	R-3, R-2, B-1R, B-1, R-O
 Neighborhood Mixed-Use	ALL EXCEPT M-1, M-2, B-4, AH, AN, FH, OG, FiH
 Mixed-Use Center	ALL EXCEPT, M-1, M-2, AH, AN, FH, OG. B4 allowed with exceptions**
 Downtown Mixed-Use	CBD, R-1, R-2, R-3, R-1B, R-1A, R-O, AE
 Institutional	CF, MF
 Light Industrial	M-1, B-4, B-3
 Heavy Industrial	M-1, M-2, B-4, B-3, FiH
 Transportation	AH, AN
 Parks	

* RO within a Low Density Residential is allowed with the exception of restaurants.

** Land uses allowed under a B4 are allowed with the exception of the following uses***:

- Farms, General (Crops & Livestock)
- Farms, General (Livestock/Ranch)
- Bulk Grain And/Or Feed Storage
- Veterinarian (Outdoor Animal Confinement)
- Stables (Private, Principle Use)
- Stables (Private, Accessory Use)
- Stables (Commercial)
- Auto Wrecker Service
- Inoperable Vehicle Holding Yard
- Jail
- Halfway House
- Scrap/Waste Recycle Collection
- Zoo
- Horse Training Facility
- Amusement Redemption Machine Establishment
- Auto Impound Yards
- Auto Salvage Yards
- Transit and Maintenance Vehicle Equipment Facility
- Collection Container

The intent of this table is to provide a transitional language between the uses recommended within the vision of this plan and the current land development uses which are organized through the use of zones. When the city's land development code is revised and adopted according to this plan, this table will no longer be necessary. This table should not be used to directly translate the current zoning to new land development code revisions. City staff should use discretion and best planning practices if using this table as guide in any approval process.

***Note: exceptions only apply to the extent that they do not contradict any other ordinances such as the Urban Agriculture Ordinance, as an example.



The city has no water features; only Casa Blanca. North Laredo Central Park could be turned into a river walk with an urban recreational lake surrounded by businesses.



Create incentives for job creation, economic development, and alternative land development options (higher and lower density).



Land Uses

Place types and neighborhoods are made up by different land uses in the future land use map. Specified land uses however, are not meant to equate to single-use zoning areas. Rather a land use type in the future land use map describes the overall character of a neighborhood.

Neighborhoods are generally made up of residential and mixed-use designations:

- Low-Density Residential** describes a neighborhood whose character is primarily defined by single-family homes. A diverse range of lot sizes and unit types is encouraged, along with an interconnected network of blocks, streets and public spaces. Denser housing types such as duplexes, fourplexes and small apartment buildings should be designed to fit into the character of a single-family residential neighborhood. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.
- Medium-Density Residential** describes a neighborhood that is primarily residential in character, but includes a full range of range of residential building types. These include single-family homes in small and medium sized lots, attached rowhouses and apartment buildings. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.



Low Density Residential



Medium Density Residential



High Density Residential

- **High-Density Residential** describes a neighborhood whose character is primarily defined by multi-family residential building types, but can also include single family homes in small lots and neighborhood-serving businesses. A diverse range of housing types is encouraged, including attached rowhouses, small and large apartment buildings, courtyard buildings and small mixed-use buildings. Small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should be sited to provide landmarks to the neighborhood.
- **Neighborhood Mixed-Use** describes a neighborhood-serving mixed-use district that includes multistory, mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.
- **Mixed-Use Center** describes a mixed-use center that includes multistory, mixed-use buildings with commercial, office and residential uses. Regional or neighborhood oriented shopping areas are encouraged as a primary feature. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.
- **Downtown Mixed-Use** describes the most intense urban development in the City of Laredo. Reserved primarily for downtown Laredo, it includes multi-story mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between the downtown and primarily residential neighborhoods. The addition of residential uses on the upper floors of downtown buildings is encouraged as a priority for downtown revitalization.



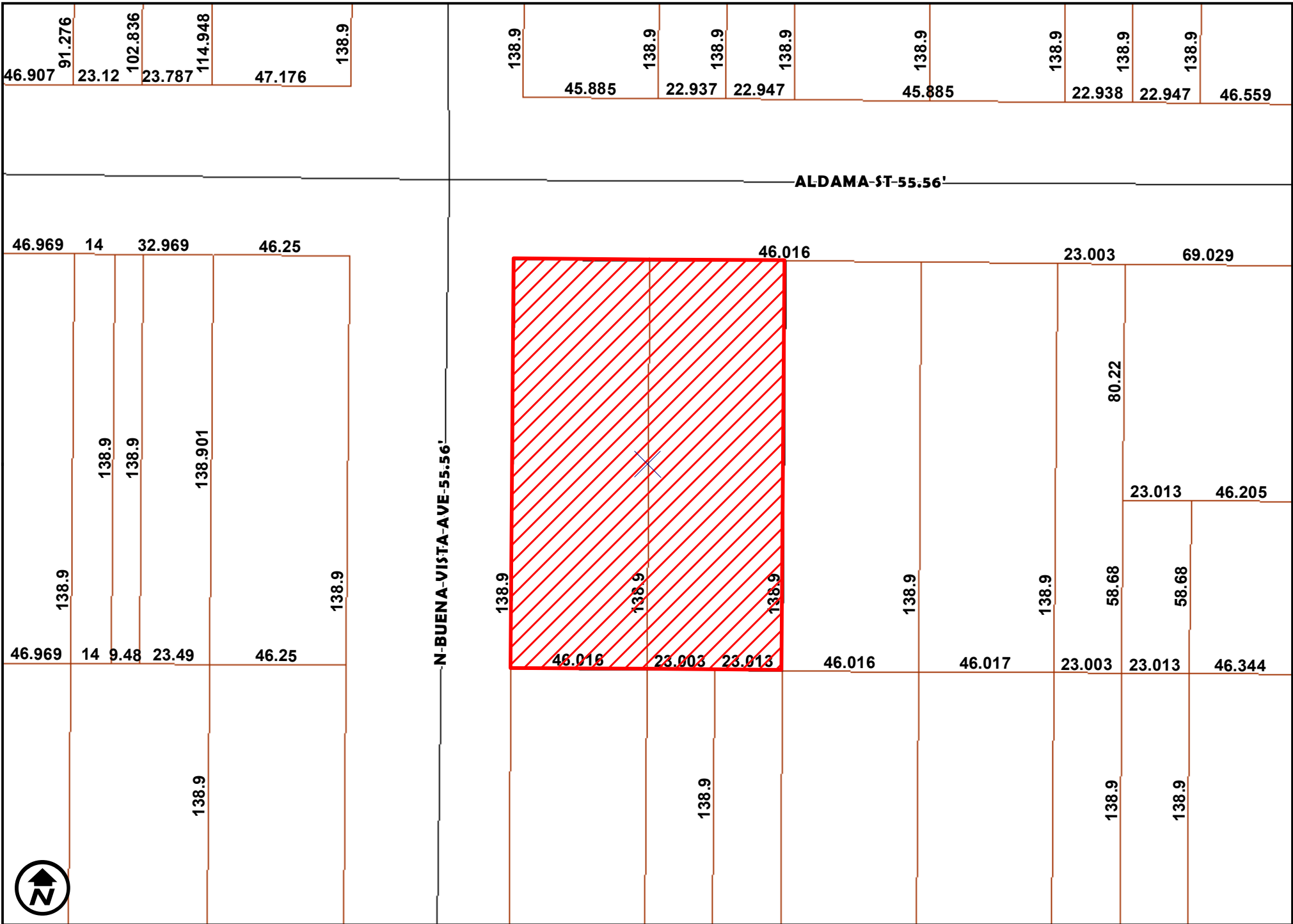
Neighborhood Mixed-Use



Mixed-Use Center



Downtown Mixed-Use



DIMENSIONS MAP
1 inch = 42 feet

ZC-15-2018
COUNCIL DISTRICT 3
1901 ALDAMA ST

APPLICATION FOR
R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
-> R3 (MIXED RESIDENTIAL DISTRICT)

Ramirez Construction



APPLICATION FOR
 R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
 -> R3 (MIXED RESIDENTIAL DISTRICT)

ZC-15-2018
 COUNCIL DISTRICT 3
 1901 ALDAMA ST

ZONING MAP
 1 inch = 150 feet



Section 24.63
R-3 Zoning Permitted Uses

Greenhouse (Non-Retail/Hobby)	University (Four year)
Single Family Detached	Orphanage
Single Family Zero Lot Line	Community Center
Single Family Townhouse	Civic Club
Single Family Manufactured Home	Philanthropic Organization
Two Family (Duplex)	Church/Sanctuary
Three Family (Triplex)	Church affiliated uses
Four Family (Quadruplex)	Classrooms for Sunday School
Multi-Family	Rectory/Parsonage
Townhouse (SUP)	Monastery/Convent
Garage Conversion	Library
Accessory Building/Structure	Insurance Agency Offices (TEMP)
Home Occupation "A"	Contractor's On-Site Construction Office
Home Occupation "B"	Museum /Other than wax
Travel Trailer/RV Park (SUP)	Art Gallery
Manufactured Housing Park (SUP)	Recreational Club (Members Only)
Rooming/Boarding House	Swimming Pool (Public)
Fraternity/Sorority House (Overlay Zone)	Park and/or Playground (Public)
Registered Child-Care Home/Licensed Child Care Home	Park or Playground (Private)
Servants Quarters	Builders Directional Signs
Emergency Ambulance Service	Contractors Signs
Post Office (Governmental)	Portable Signs
Utility Distribution Line	Political signs
Sewage Pumping Station(Lift Station)	Real Estate for sale
Water Booster Station	Home Occupation
Retirement Home/Home for the Aged	Owner Identification
Elementary School, K thru 6 (Public & Private)	Farm Produce for Sale
Middle School, 6 thru 9 (Public & Private)	Professional Identification
High School, 9 thru 12 (Public & Private)	Official
College (Community or Junior)	Institutional Non-profit



ZC-15-2018
Lots 1 and 2, Block 1081
Eastern Division
901 Aldama St





City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Cynthia Collazo, Deputy City Manager

Initiated By: TDB Valley Development, LLC., Owner; Ricardo M. Villarreal, Applicant

Staff Source: Nathan Bratton, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 16.96 acres, (described by metes and bounds in attached Exhibit A), on the west end of Monaco Blvd and north of Shiloh Dr., from R-1 (Single Family Residential District) to R-1A (Single Family Reduced Area District).

ZC-14-2018

Staff supports the application and Planning & Zoning Commission recommends approval of the Zone Change.

District VI

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: VI – The Honorable Charlie San Miguel

Proposed use: Residential.

Site: The site is vacant and undeveloped.

Surrounding land uses: North of the property are single family residential uses and multifamily residential uses. South of the property is vacant and undeveloped land, single family residential uses and multifamily residential uses, variety meats, storage cleaners, Dr. Martinez, State Farm Insurance, Murillo's Tire, Day Care, Comercial Plaza (Dominos, Santo Remedio, El Pino Burger, Mario's Liquor ,etc) . West of the property is located vacant and undeveloped land, multifamily housing, storage units, Stewart Title, Good Year, Mariscos La Laguna, Tiara Village Plaza and Buffalo Wings and Rings. East of the property is vacant and undeveloped land.

Comprehensive Plan: The Future Land Use Map recognizes this site as Low Density Residential.

Transportation Plan: The Long Range Thoroughfare Plan has no designation for Monaco Blvd.

Letters sent to surrounding property owners: 125 In Favor: 0 Opposed: 9

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 5 to 3 vote, recommended approval of the proposed Zone Change.

STAFF RECOMMENDATION

Staff supports the proposed zone change for the following reason:

1. The proposed district is compatible with the Comprehensive Plan's designation for the area as Low Density Residential.
2. The proposed use is compatible with the existing uses on this section of Monaco Blvd.

IMPACT ANALYSIS

R-1A (Single Family Reduced District): The purpose of the R1-A (Single Family Reduced Area District) is to provide for residential uses and those public uses normally considered an integral part of the residential neighborhood they serve. In addition, this district provides for the subdivision of single family residential lots with a minimum of 4500 square feet.

Is this change contrary to the established land use pattern?

No, this property is surrounded by a low density residential district.

Would this change create an isolated zoning district unrelated to surrounding districts?

No, R-1A uses have been established north of the site.

Will change adversely influence living conditions in the neighborhood?

No, there is an R-1A residential neighborhood to the north and south of the property.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?

Yes, the existing R-1 (Single Family Residential District) does not permit for the reduced lot areas proposed.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance

Aerial Map

Zoning Map

Zoning Overview Map

Future Land Use Map

Land Use Equivalents Chart

Dimensions Map

Survey and Exhibits

Correspondence

Pictures

ORDINANCE NO. 2018-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATELY 16.96 ACRES, OUT OF D.M.J. SANCHEZ PORCION 22, ABSTRACT 277, LOCATED ON THE WEST END OF MONACO BLVD AND NORTH OF SHILOH DR., FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO R-1A (SINGLE FAMILY REDUCED AREA DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of approximately 16.96 acres, out of D.M.J. Sanchez Porcion 22, Abstract 277, located on the west end of Monaco Blvd and north of Shiloh Dr., from R-1 (Single Family Residential District) to R-1A (Single Family Reduced Area District) and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on December 7, 2017, and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on January 16, 2018, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning approximately 16.96 acres, out of D.M.J. Sanchez Porcion 22, Abstract 277, located on the west end of Monaco Blvd and north of Shiloh Dr., from R-1 (Single Family Residential District) to R-1A (Single Family Reduced Area District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2018.

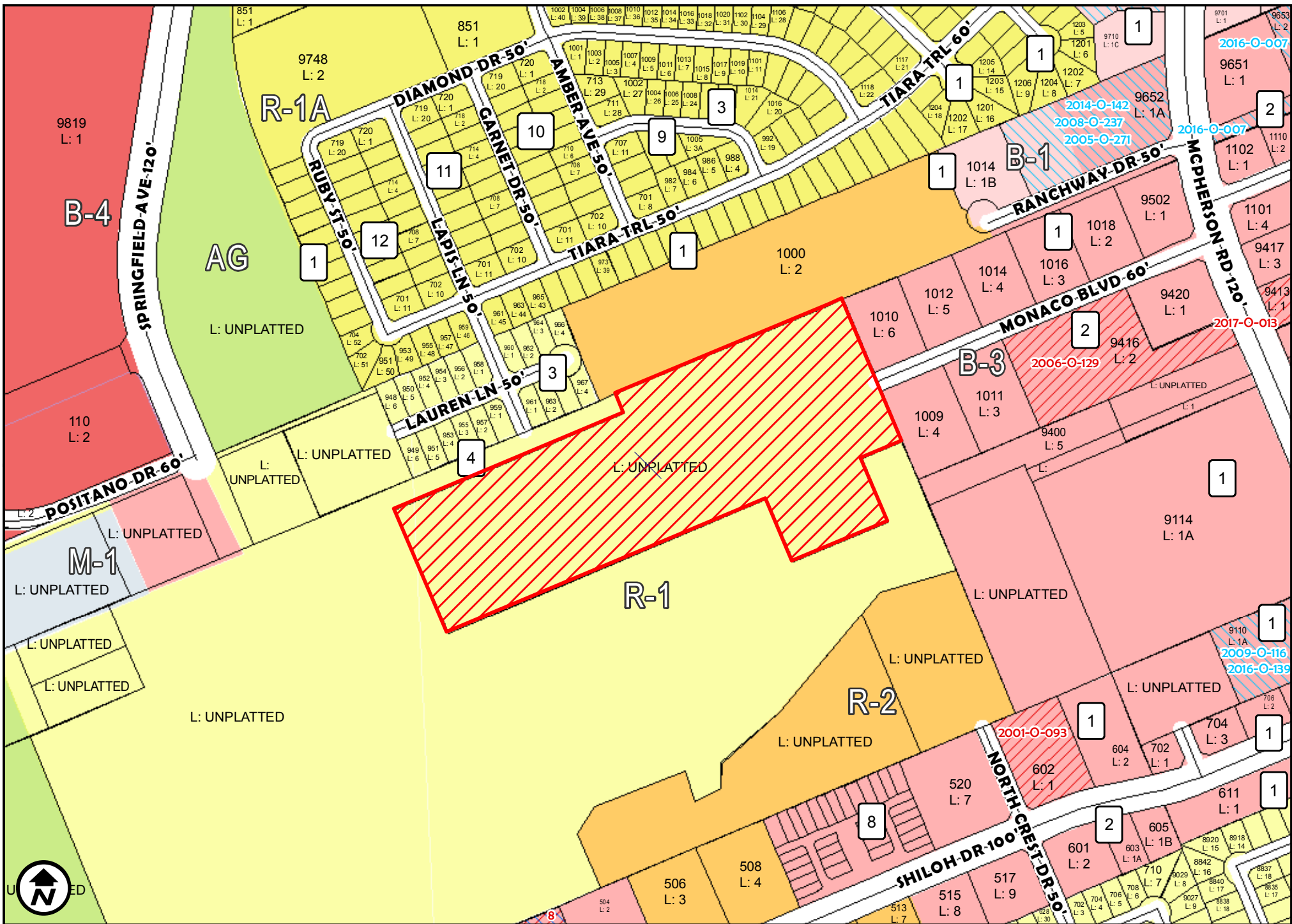
PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

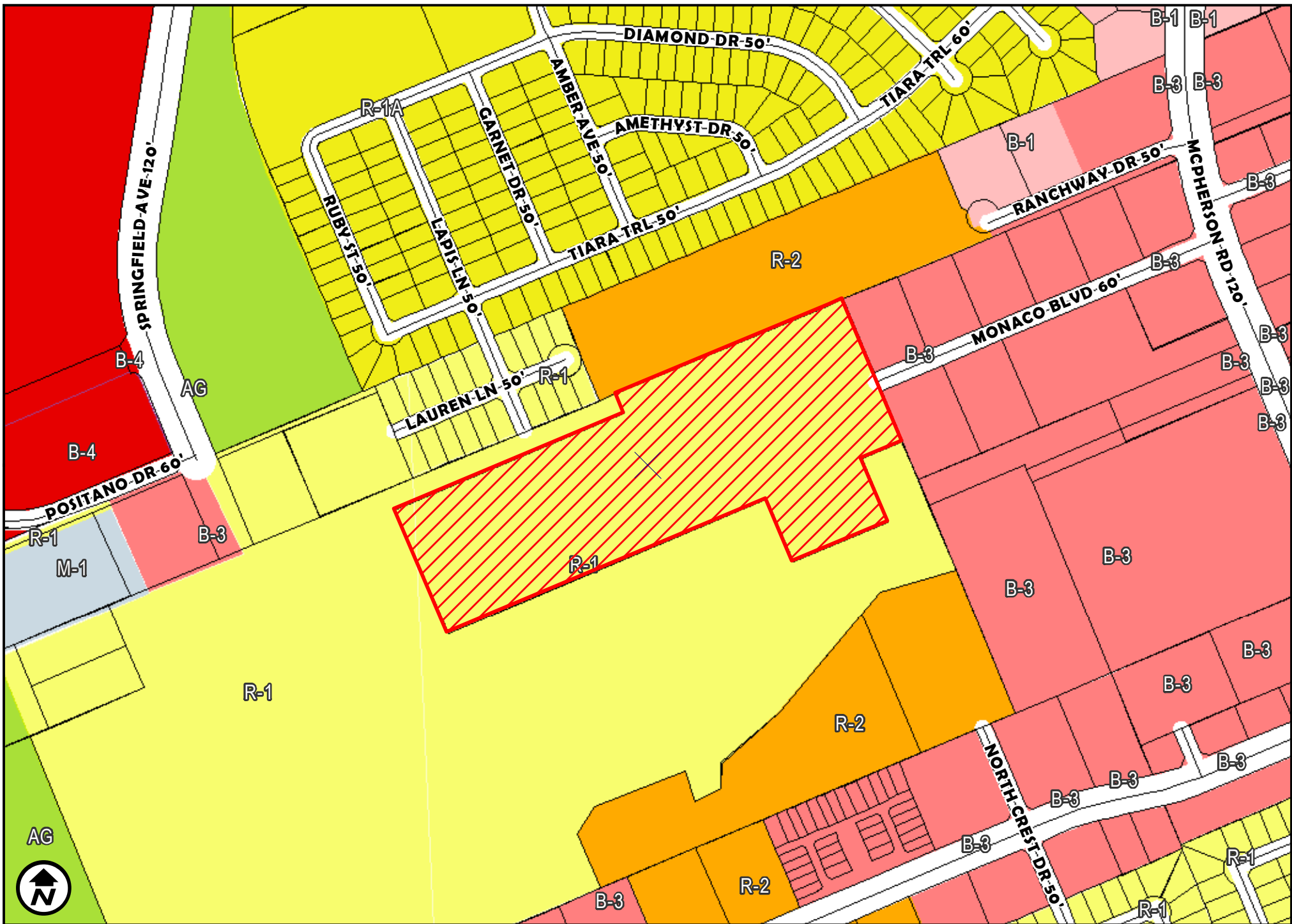
KRISTINA K. LAUREL HALE
CITY ATTORNEY



ZONING MAP
1 inch = 375 feet

ZC-14-2018
COUNCIL DISTRICT 6
WEST END OF MONACO BLVD

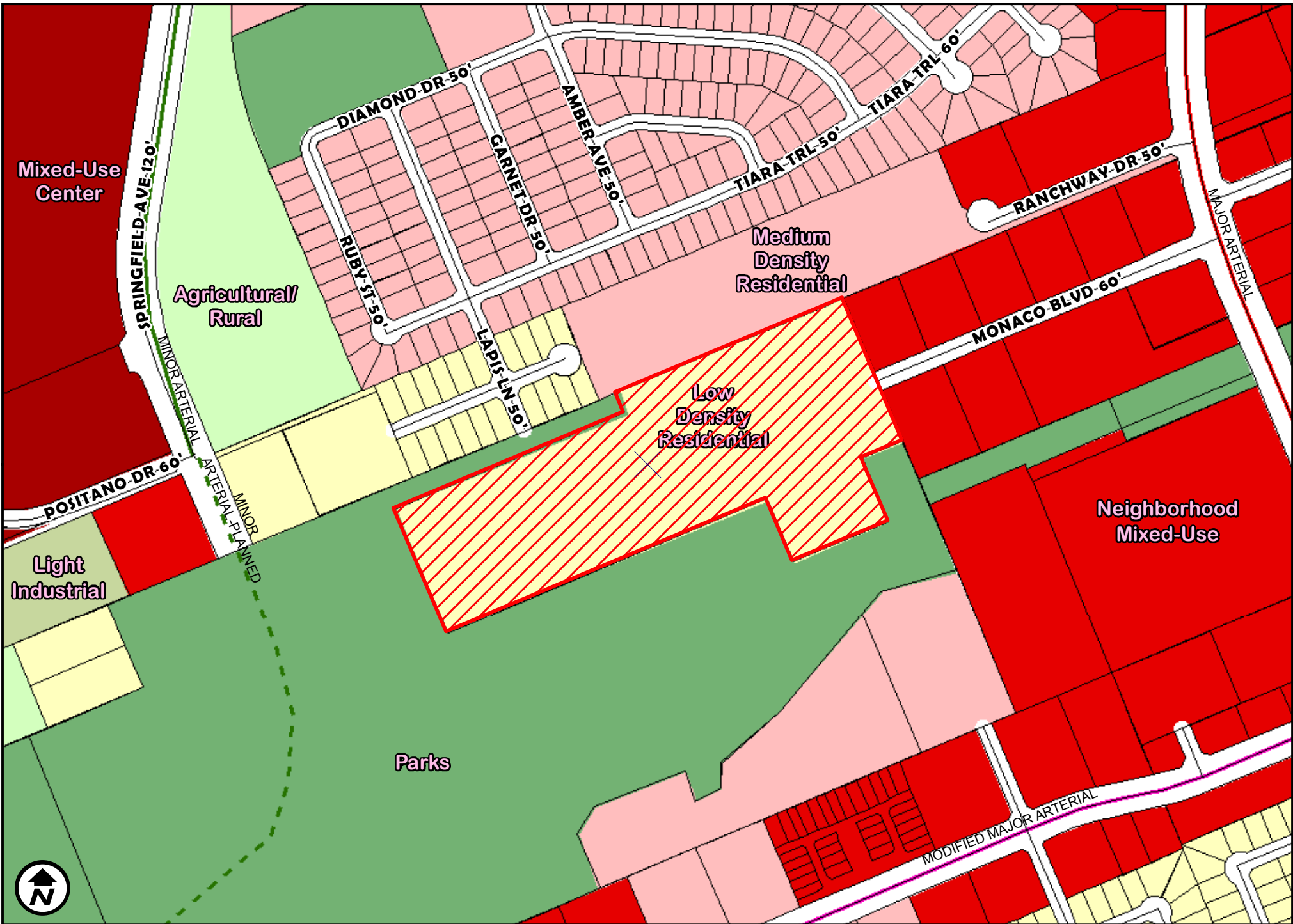
APPLICATION FOR
R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
-> R1-A (SINGLE FAMILY REDUCED AREA DISTRICT)



ZONING OVERVIEW
1 inch = 375 feet

ZC-14-2018
COUNCIL DISTRICT 6
WEST END OF MONACO BLVD

APPLICATION FOR
R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
-> R1-A (SINGLE FAMILY REDUCED AREA DISTRICT)















FUTURE LANDUSE MAP
 1 inch = 375 feet

ZC-14-2018
 COUNCIL DISTRICT 6
 WEST END OF MONACO BLVD

APPLICATION FOR
 R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
 -> R1-A (SINGLE FAMILY REDUCED AREA DISTRICT)

Land Use Equivalents Chart

New Land Use Types	Current Zoning Groups
 Agricultural / Rural	AG
 Low Density Residential	R-1, R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions *
 Medium Density Residential	R-1, R-O, R-2, B-1R, R1-B, Small format market
 High Density Residential	R-3, R-2, B-1R, B-1, R-O
 Neighborhood Mixed-Use	ALL EXCEPT M-1, M-2, B-4, AH, AN, FH, OG, FiH
 Mixed-Use Center	ALL EXCEPT, M-1, M-2, AH, AN, FH, OG. B4 allowed with exceptions**
 Downtown Mixed-Use	CBD, R-1, R-2, R-3, R-1B, R-1A, R-O, AE
 Institutional	CF, MF
 Light Industrial	M-1, B-4, B-3
 Heavy Industrial	M-1, M-2, B-4, B-3, FiH
 Transportation	AH, AN
 Parks	

* RO within a Low Density Residential is allowed with the exception of restaurants.

** Land uses allowed under a B4 are allowed with the exception of the following uses***:

- Farms, General (Crops & Livestock)
- Farms, General (Livestock/Ranch)
- Bulk Grain And/Or Feed Storage
- Veterinarian (Outdoor Animal Confinement)
- Stables (Private, Principle Use)
- Stables (Private, Accessory Use)
- Stables (Commercial)
- Auto Wrecker Service
- Inoperable Vehicle Holding Yard
- Jail
- Halfway House
- Scrap/Waste Recycle Collection
- Zoo
- Horse Training Facility
- Amusement Redemption Machine Establishment
- Auto Impound Yards
- Auto Salvage Yards
- Transit and Maintenance Vehicle Equipment Facility
- Collection Container

The intent of this table is to provide a transitional language between the uses recommended within the vision of this plan and the current land development uses which are organized through the use of zones. When the city's land development code is revised and adopted according to this plan, this table will no longer be necessary. This table should not be used to directly translate the current zoning to new land development code revisions. City staff should use discretion and best planning practices if using this table as guide in any approval process.

***Note: exceptions only apply to the extent that they do not contradict any other ordinances such as the Urban Agriculture Ordinance, as an example.



The city has no water features; only Casa Blanca. North Laredo Central Park could be turned into a river walk with an urban recreational lake surrounded by businesses.



Create incentives for job creation, economic development, and alternative land development options (higher and lower density).



Land Uses

Place types and neighborhoods are made up by different land uses in the future land use map. Specified land uses however, are not meant to equate to single-use zoning areas. Rather a land use type in the future land use map describes the overall character of a neighborhood.

Neighborhoods are generally made up of residential and mixed-use designations:

- Low-Density Residential** describes a neighborhood whose character is primarily defined by single-family homes. A diverse range of lot sizes and unit types is encouraged, along with an interconnected network of blocks, streets and public spaces. Denser housing types such as duplexes, fourplexes and small apartment buildings should be designed to fit into the character of a single-family residential neighborhood. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.
- Medium-Density Residential** describes a neighborhood that is primarily residential in character, but includes a full range of range of residential building types. These include single-family homes in small and medium sized lots, attached rowhouses and apartment buildings. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.



Low Density Residential



Medium Density Residential



High Density Residential

- **High-Density Residential** describes a neighborhood whose character is primarily defined by multi-family residential building types, but can also include single family homes in small lots and neighborhood-serving businesses. A diverse range of housing types is encouraged, including attached rowhouses, small and large apartment buildings, courtyard buildings and small mixed-use buildings. Small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should be sited to provide landmarks to the neighborhood.
- **Neighborhood Mixed-Use** describes a neighborhood-serving mixed-use district that includes multistory, mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.
- **Mixed-Use Center** describes a mixed-use center that includes multistory, mixed-use buildings with commercial, office and residential uses. Regional or neighborhood oriented shopping areas are encouraged as a primary feature. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.
- **Downtown Mixed-Use** describes the most intense urban development in the City of Laredo. Reserved primarily for downtown Laredo, it includes multi-story mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between the downtown and primarily residential neighborhoods. The addition of residential uses on the upper floors of downtown buildings is encouraged as a priority for downtown revitalization.



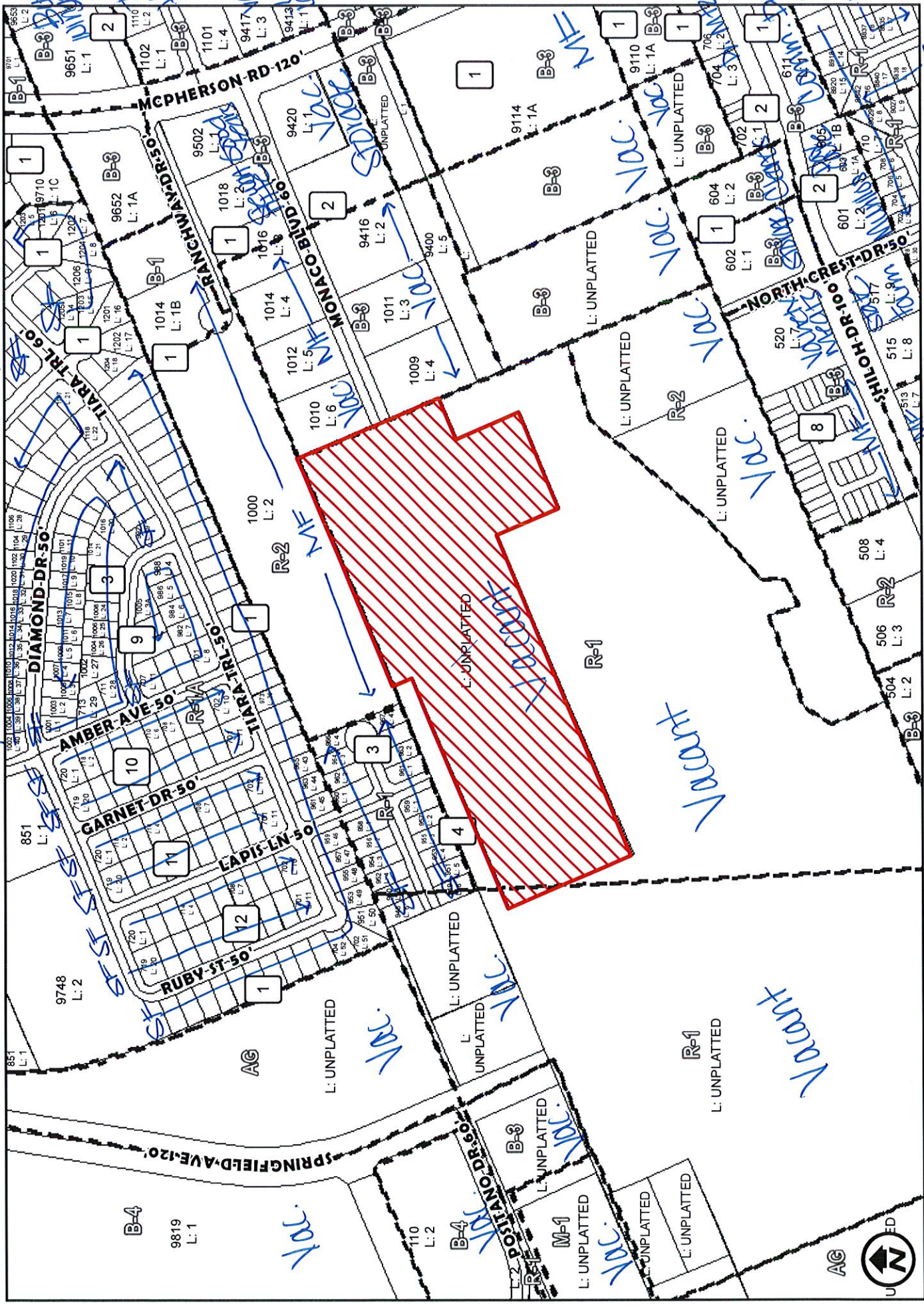
Neighborhood Mixed-Use



Mixed-Use Center



Downtown Mixed-Use



APPLICATION FOR
 R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
 -> R1-A (SINGLE FAMILY REDUCED AREA DISTRICT)

ZC-14-2018
 COUNCIL DISTRICT 6
 WEST END OF MONACO BLVD

ZONING MAP
 1 inch = 375 feet

**EXHIBIT
METES & BOUNDS DESCRIPTION FOR
16.96 ACRE TRACT**

A TRACT OF LAND CONTAINING 16.96 ACRES, more or less in the City of Laredo, Webb County, Texas, out of D. M. J. Sanchez Porcion 22, Abstract 277, being comprised of 11.96 acres out of the Manadas Creek Properties, L.L.C. tract, recorded in Volume 2003, Page 124-126, Official Records of Webb County, Texas and the Bruce J. Werstak, III & Richard E. Sames tract, of record in Volume 972, Page 103, Official Records of Webb County, Texas, and 5.00 acres described in Volume 3100, Page 491, Official Records of Webb County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found on the South line of Rancho Verde Project, according to map or plat thereof recorded in Volume 21, Page 18, Plat Records of Webb County, Texas, at the Northwest corner of Lot 6, Block 1, Monaco Subdivision, according to map or plat thereof recorded in Volume 26, Page 1, Plat Records of Webb County, Texas, for the Northeast corner of this herein described tract;

THENCE, S23°12'11"E, along the west boundary line of said Monaco Subdivision, a distance of **480.48 FEET**, to a found 1/2" iron rod, for a point of deflection hereof;

THENCE, S67°03'09"W, a distance of **134.06 FEET**, to a set 1/2" iron rod, for a point of deflection hereof;

THENCE, S23°20'09"E, a distance of **209.43 FEET**, to a found 1/2" iron rod, for a point of deflection hereof;

THENCE, S67°02'05"W, a distance of **315.96 FEET**, to a set 1/2" iron rod, for a point of deflection hereof;

THENCE, N23°21'18"W, a distance of **207.97 FEET**, to a set 1/2" iron rod, for a point of deflection hereof;

THENCE, S66°46'36"W, a distance of **1,057.56 FEET**, to a set 1/2" iron rod, for the southwest corner hereof;

THENCE, N23°04'30"W, a distance of **413.56 FEET**, to a set 1/2" iron rod, for a point of deflection hereof;

THENCE, N66°54'36"E, a distance of **761.61 FEET**, to a set 1/2" iron rod, for a point of deflection hereof;

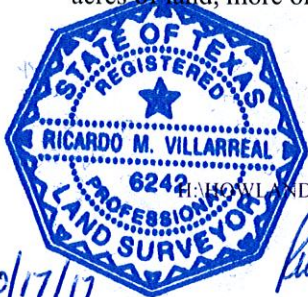
THENCE, N23°05'26"W, a distance of **69.91 FEET**, to a found 1/2" iron rod with Gilpin cap, for a point of deflection hereof;

THENCE, N66°55'02"E, a distance of **744.97 FEET**, to the **POINT OF BEGINNING** and containing 16.96 acres of land, more or less.

Basis of Bearing: G.P.S., TX. South Zone, NAD-83

SHEET 2 OF 2

\\HOWLAND\ENGINEERING\CIVIL\Tommy Brittingham\Monaco\PDF\SURVEY EXHIBIT NOTES.doc

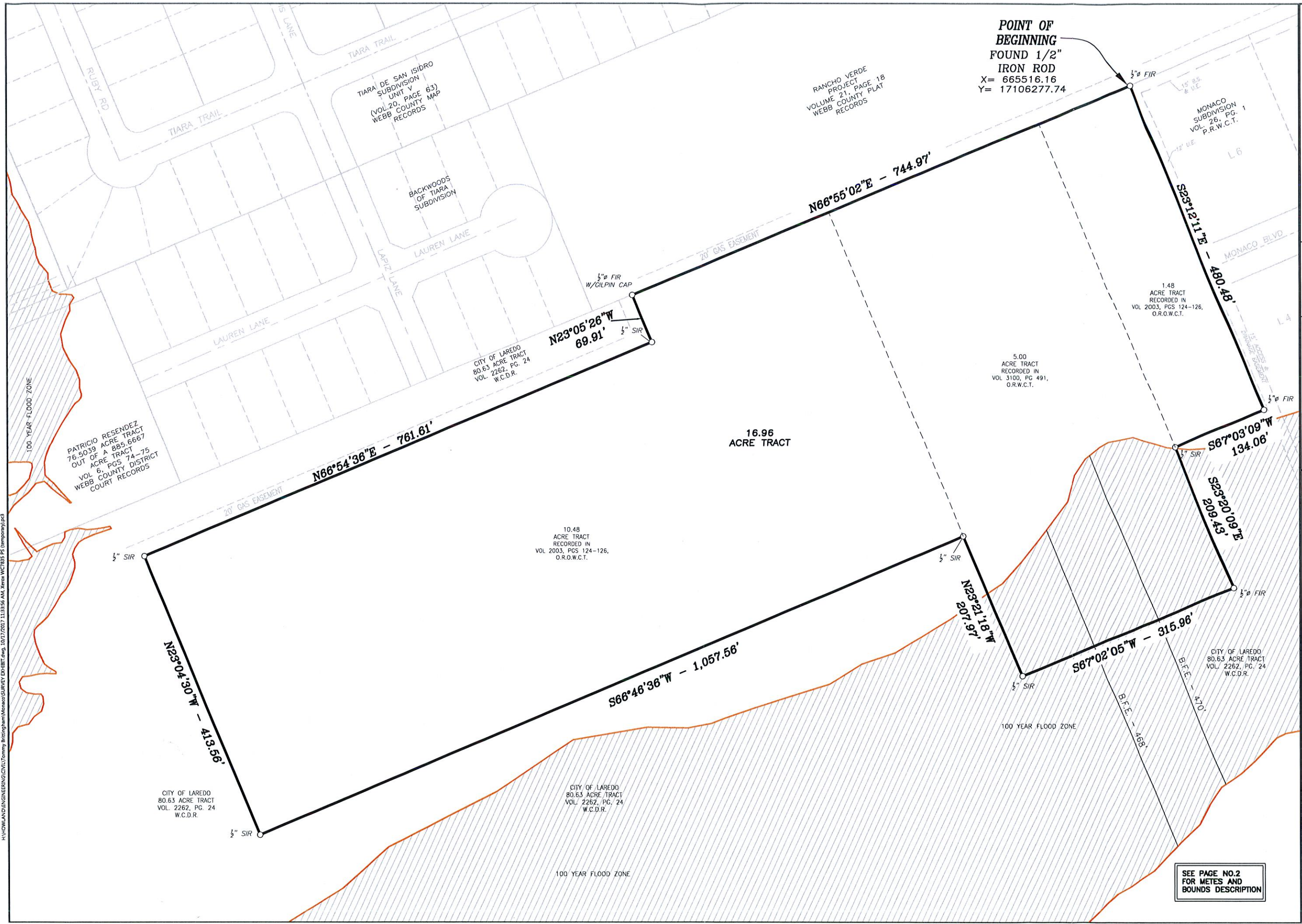


Ricardo M. Villarreal

www.howlandcompanies.com

7615 N. Bartlett Avenue | P.O. Box 451128 (78045) | Laredo, TX 78041 | P. 956.722.4411 | F. 956.722.5414
4902 Sinclair Road | San Antonio, TX 78222 | P. 210.648.1600 | F. 210.648.1605
TBPE Firm Registration No. F-4097 | TBPLS Firm Registration No. 100464-00

EXHIBIT "A"



POINT OF BEGINNING
FOUND 1/2"
IRON ROD
 X= 665516.16
 Y= 17106277.74

HOWLAND
 ENGINEERING AND SURVEYING CO. 100464-00
 TBPE Firm Registration No. F-4087 TBPE Firm Registration No. 100464-00
 4902 Star Court, Laredo, Texas 78041
 www.howlandcompanies.com

OWNER:
 CARM PROPERTIES PARTNERS, LTD.
 6553 STAR COURT, LAREDO, TEXAS 78041

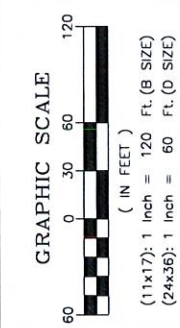


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DRAWN BY: R.PAREDES
 CHECKED BY: R.M.V.
 DRAWN DATE:
 PLOTTED DATE:
 JOB No. E-141-17
 FILE NAME:
 STATUS:
 AS-BUILT:
 REVISED DATE:

SCALE: (24"x36") SHEET
 HOR: 1"=100' VER: 1"=5'
 SCALE: (11"x17") SHEET
 HOR: 1"=200' VER: 1"=10'
 SHEET TOTAL:
1 OF **2**

SEE PAGE NO.2 FOR METES AND BOUNDS DESCRIPTION

H:\HOWLAND\ENGINEERING\CAD\11\Tommy Brindingham\Monaco\SURVEY\EXHIBIT.dwg, 10/17/2017 11:33:56 AM, Xerox WC7835 P5 (temporarily)



CITY OF LAREDO
PLANNING DEPARTMENT

November 6, 2017

Dear Property Owner:

The zoning ordinance for the City of Laredo requires that when a zone change is requested for any property, owners within 200 feet of that property be notified and offered the opportunity to express their opinions regarding the change of zoning.

A request has been received to change the zone on approximately 16.96 acres on the west end of Monaco Blvd and north of Shiloh Dr.

The zone change request is from its current use as: R-1 (Single Family Residential District) to R-1A (Single Family Reduced Area)

The applicant has stated the proposed use as: Residential. However, once the zoning has been changed, the property may be used in any manner consistent with the zoning ordinance.

A public hearing will be held by the Planning and Zoning Commission on Thursday, November 16, 2017 at 6:00 p.m. in the City Council Chambers, 1110 Houston, Laredo, Texas. The Commission will give a recommendation to the City Council who will, at a public hearing scheduled at a later date, decide the fate of the application. You are invited to attend this hearing and express your opinions concerning this zone change request.

If you wish to object or support the zone change, it is requested that your sign and detach the form below and send it to the Planning Department Office. Your objection / support will be conveyed to the Planning and Zoning Commission and the City Council.

If you have any questions, please telephone Ms. Ana G. Villarreal at (956)794-1620, come by Planning Department, or email avillarreal3@ci.laredo.tx.us

-----DETACH HERE-----

ZC-14-2018; R-1 to R-1A on approximately 16.96 acres on the west end of Monaco Blvd and north of Shiloh Dr.

Jesus Diaz of 949 Lauren Lane
Name Address

object support the proposed zone change for the following reason:

I don't want any apartments or residents in the area of the park in R-1

(956) 415-3613 Telephone Signature Date 11/9/17



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-----DETACH HERE-----

ZC-14-2018; R-1 to R-1A on approximately 16.96 acres on the west end of Monaco Blvd and north of Shiloh Dr.

I Hector A. Villarreal of 951 LAUREN LN.
Name Address

object / support the proposed zone change for the following reason:

956-319-3698 Telephone [Signature] Signature 11/13/17 Date

Yes



CITY OF LAREDO

PLANNING DEPARTMENT

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-----DETACH HERE-----

ZC-14-2018; R-1 to R-1A on approximately 16.96 acres on the west end of Monaco Blvd and north of Shiloh Dr.

I Maria G. Garza of 953 Lauran Ln.
Name Address

object / support the proposed zone change for the following reason:

9566830414 Telephone [Signature] Signature 11/13/2017 Date

Yes



CITY OF LAREDO

PLANNING DEPARTMENT

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-----DETACH HERE-----

ZC-14-2018; R-1 to R-1A on approximately 16.96 acres on the west end of Monaco Blvd and north of Shiloh Dr.

I Cesar Reyes of 957 Lauren Ln.
Name Address

object / support the proposed zone change for the following reason:

(956)771-6308 Cesar Reyes 11/13/17
Telephone Signature Date

Yes



CITY OF LAREDO
PLANNING DEPARTMENT

November 6, 2017

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-----DETACH HERE-----

ZC-14-2018; R-1 to R-1A on approximately 16.96 acres on the west end of Monaco Blvd and north of Shiloh Dr.

ELIZABETH I NEORANO C of 959 LAUREN LN
Name Address

object [checked] / support the proposed zone change for the following reason:

Horizontal lines for providing reasons for objection or support.

956 740 7775 Telephone Signature Date 11-13-17

Yes



CITY OF LAREDO

PLANNING DEPARTMENT

November 6, 2017

Dear Property Owner:

The zoning ordinance for the City of Laredo requires that when a zone change is requested for any property, owners within 200 feet of that property be notified and offered the opportunity to express their opinions regarding the change of zoning.

A request has been received to change the zone on approximately 16.96 acres on the west end of Monaco Blvd and north of Shiloh Dr.

The zone change request is from its current use as: R-1 (Single Family Residential District) to R-1A (Single Family Reduced Area)

The applicant has stated the proposed use as: Residential. However, once the zoning has been changed, the property may be used in any manner consistent with the zoning ordinance.

A public hearing will be held by the Planning and Zoning Commission on Thursday, November 16, 2017 at 6:00 p.m. in the City Council Chambers, 1110 Houston, Laredo, Texas. The Commission will give a recommendation to the City Council who will, at a public hearing scheduled at a later date, decide the fate of the application. You are invited to attend this hearing and express your opinions concerning this zone change request.

If you wish to object or support the zone change, it is requested that your sign and detach the form below and send it to the Planning Department Office. Your objection / support will be conveyed to the Planning and Zoning Commission and the City Council.

If you have any questions, please telephone Ms. Ana G. Villarreal at (956)794-1620, come by Planning Department, or email avillarre3@ci.laredo.tx.us

-----DETACH HERE-----

ZC-14-2018; R-1 to R-1A on approximately 16.96 acres on the west end of Monaco Blvd and north of Shiloh Dr.

I, Oscar Santos of 961 Lauren Ln.
Name Address

object / support the proposed zone change for the following reason:

Lot sizes should be bigger & smaller lots will only result in more traffic, in which it will be creating a problem.
As we know traffic in this area is already a big problem.

(956)763-3854 Telephone [Signature] Signature 11-13-17 Date

Yes



CITY OF LAREDO

PLANNING DEPARTMENT

November 6, 2017

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-----DETACH HERE-----

ZC-14-2018; R-1 to R-1A on approximately 16.96 acres on the west end of Monaco Blvd and north of Shiloh Dr.

I Federico Sanchez of 965 Lauren Ln
Name Address

object / support the proposed zone change for the following reason:

956-242-8076 Telephone [Signature] Signature 11-13-17 Date

Yes



CITY OF LAREDO
PLANNING DEPARTMENT

November 6, 2017

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-----DETACH HERE-----

ZC-14-2018; R-1 to R-1A on approximately 16.96 acres on the west end of Monaco Blvd and north of Shiloh Dr.

I LAURA SANTOS of 963 LAUREN LANE
Name Address

object [checked] / support the proposed zone change for the following reason:

LOTS SHOULD BE BIGGER AND APPROXIMATELY THE SAME SIZE AS OF THE ONES OF TIARA SUBDIVISIONAL

956.251.5081 Laura Santos 11/13/2017
Telephone Signature Date

VPS



CITY OF LAREDO

PLANNING DEPARTMENT

November 6, 2017

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If you have any questions, please telephone Ms. Ana G. Villarreal at (956)794-1620, come by Planning Department, or email avillarre3@ci.laredo.tx.us

-----DETACH HERE-----

ZC-14-2018; R-1 to R-1A on approximately 16.96 acres on the west end of Monaco Blvd and north of Shiloh Dr.

I ARNANDO LOZANO of 907 LAREN LANE
Name Address

object X / support _____ the proposed zone change for the following reason:

Telephone Signature Date
11/13/17

Yes



ZC-14-2018

16.96 acres

West end of Monaco Blvd and north of Shiloh Dr



City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Cynthia Collazo, Deputy City Manager

Initiated By: Sandra Jacaman, Owner/ Applicant

Staff Source: Nathan Bratton, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 6 and 8, Block 218, Western Division, located at 1219 San Dario Ave., from B-1 (Limited Business District) to B-3 (Community Business District).

ZC-13-2018

Staff supports the application and Planning & Zoning Commission recommends approval of the zone change
District VIII

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: VIII – The Honorable Roberto Balli.

Proposed use: Commercial.

Site: The site is located on a commercial plaza. (Adjacent Suites include Border Bail Bonds and Loans)

Surrounding land uses: North of the property are single family residential uses, Auto Sales, Pronto Insurance, IBC and Emmanuel Appliances. South of the property is the Back Porch Mail Center, Auto Sales, Texaco, Texas International Wear, Stripes Gas Station and a vacant lot. West of the property are single family residential uses, manufactured housing, Boys and Girls Club, El Metro Operations and Maintenance, International Sales Inc., and vacant land.

Comprehensive Plan: The Future Land Use Map recognizes this site as Neighborhood Mixed Use.

Transportation Plan: The Long Range Thoroughfare Plan has identified San Dario Ave. as a Freeway.

Letters sent to surrounding property owners: 18 In Favor: 1 Opposed: 0

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 8 to 0 vote, recommended approval of the proposed Zone Change.

STAFF RECOMMENDATION

Staff supports the proposed zone change for the following reasons:

1. The proposed district is consistent with the Comprehensive Plan's designation for this area as Neighborhood Mixed Use.
2. The property exceeds the requirements for a B-3 zoning location (along minor or principal arterial streets).
3. The proposed use is compatible with the existing uses along this section of San Dario Ave.

IMPACT ANALYSIS

B-3 (Community Business District): The purpose of the B-3 District (Community Business District) is to provide for those businesses and services serving a trade area larger than a neighborhood, but smaller than the entire city and located primarily along minor or principal arterial streets, as classified in the Transportation Plan of the City of Laredo. It is intended for this zoning classification to exist primarily abutting minor or principal arterial streets while preserving established residential neighborhoods along such streets.

Is this change contrary to the established land use pattern?

No, the land use pattern along this section of San Dario Ave. is transitioning into more intense commercial uses.

Would this change create an isolated zoning district unrelated to surrounding districts?

No, there is a B-3 District (Community Business District) abutting this property to the north, south and southeast.

Will change adversely influence living conditions in the neighborhood?

No, San Dario Ave. is an established commercial corridor.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?

No, the existing B-1 (Limited Business District) allows for commercial uses.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance

Aerial Map

Zoning Map

Zoning Overview Map

Future Land Use Map

Land Use Equivalents Chart

Dimensions Map

Survey

Permitted Uses

Pictures

ORDINANCE NO. 2018-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOTS 6 AND 8, BLOCK 218, WESTERN DIVISION, LOCATED AT 1219 SAN DARIO AVE., FROM B-1 (LIMITED BUSINESS DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of Lots 6 and 8, Block 218, Western Division, located at 1219 San Dario Ave., from B-1 (Limited Business District) to B-3 (Community Business District) and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on December 7, 2017, and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on January 16, 2018, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning Lots 6 and 8, Block 218, Western Division, located at 1219 San Dario Ave., from B-1 (Limited Business District) to B-3 (Community Business District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2018.

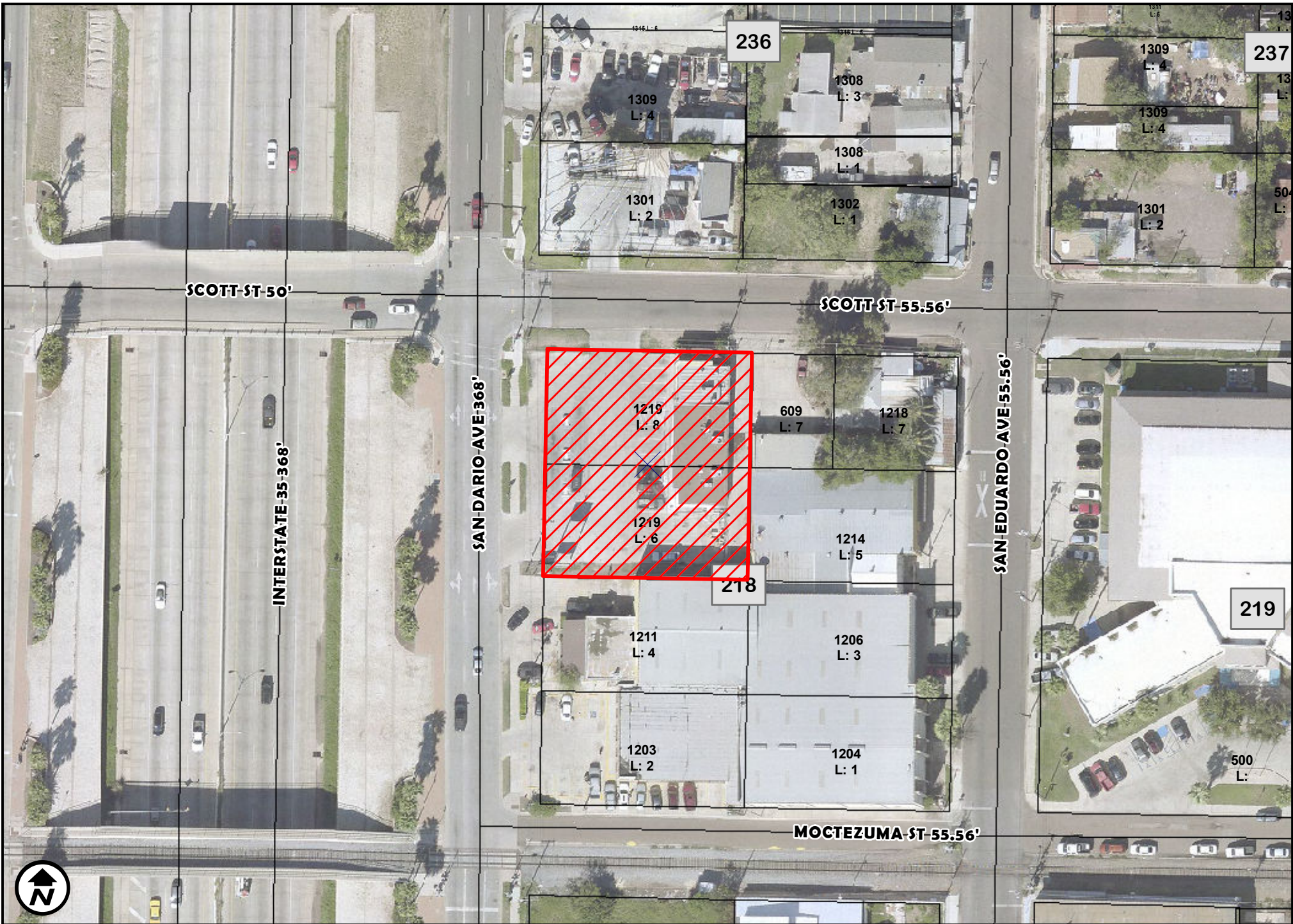
PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA K. LAUREL HALE
CITY ATTORNEY



AERIAL MAP
1 inch = 75 feet

ZC-13-2018
COUNCIL DISTRICT 8
1219 SAN DARIO AVE

APPLICATION FOR
B1 (LIMITED COMMERCIAL DISTRICT)
→ B3 (COMMUNITY BUSINESS DISTRICT)



ZONING MAP
1 inch = 125 feet

ZC-13-2018
COUNCIL DISTRICT 8
1219 SAN DARIO AVE

APPLICATION FOR
B1 (LIMITED COMMERCIAL DISTRICT)
-> B3 (COMMUNITY BUSINESS DISTRICT)















ZONING OVERVIEW
1 inch = 125 feet

ZC-13-2018
COUNCIL DISTRICT 8
1219 SAN DARIO AVE

APPLICATION FOR
B1 (LIMITED COMMERCIAL DISTRICT)
-> B3 (COMMUNITY BUSINESS DISTRICT)



Land Use Equivalents Chart

New Land Use Types	Current Zoning Groups
 Agricultural / Rural	AG
 Low Density Residential	R-1, R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions *
 Medium Density Residential	R-1, R-O, R-2, B-1R, R1-B, Small format market
 High Density Residential	R-3, R-2, B-1R, B-1, R-O
 Neighborhood Mixed-Use	ALL EXCEPT M-1, M-2, B-4, AH, AN, FH, OG, FiH
 Mixed-Use Center	ALL EXCEPT, M-1, M-2, AH, AN, FH, OG. B4 allowed with exceptions**
 Downtown Mixed-Use	CBD, R-1, R-2, R-3, R-1B, R-1A, R-O, AE
 Institutional	CF, MF
 Light Industrial	M-1, B-4, B-3
 Heavy Industrial	M-1, M-2, B-4, B-3, FiH
 Transportation	AH, AN
 Parks	

* RO within a Low Density Residential is allowed with the exception of restaurants.

** Land uses allowed under a B4 are allowed with the exception of the following uses***:

- Farms, General (Crops & Livestock)
- Farms, General (Livestock/Ranch)
- Bulk Grain And/Or Feed Storage
- Veterinarian (Outdoor Animal Confinement)
- Stables (Private, Principle Use)
- Stables (Private, Accessory Use)
- Stables (Commercial)
- Auto Wrecker Service
- Inoperable Vehicle Holding Yard
- Jail
- Halfway House
- Scrap/Waste Recycle Collection
- Zoo
- Horse Training Facility
- Amusement Redemption Machine Establishment
- Auto Impound Yards
- Auto Salvage Yards
- Transit and Maintenance Vehicle Equipment Facility
- Collection Container

The intent of this table is to provide a transitional language between the uses recommended within the vision of this plan and the current land development uses which are organized through the use of zones. When the city's land development code is revised and adopted according to this plan, this table will no longer be necessary. This table should not be used to directly translate the current zoning to new land development code revisions. City staff should use discretion and best planning practices if using this table as guide in any approval process.

***Note: exceptions only apply to the extent that they do not contradict any other ordinances such as the Urban Agriculture Ordinance, as an example.



The city has no water features; only Casa Blanca. North Laredo Central Park could be turned into a river walk with an urban recreational lake surrounded by businesses.



Create incentives for job creation, economic development, and alternative land development options (higher and lower density).



Land Uses

Place types and neighborhoods are made up by different land uses in the future land use map. Specified land uses however, are not meant to equate to single-use zoning areas. Rather a land use type in the future land use map describes the overall character of a neighborhood.

Neighborhoods are generally made up of residential and mixed-use designations:

- Low-Density Residential** describes a neighborhood whose character is primarily defined by single-family homes. A diverse range of lot sizes and unit types is encouraged, along with an interconnected network of blocks, streets and public spaces. Denser housing types such as duplexes, fourplexes and small apartment buildings should be designed to fit into the character of a single-family residential neighborhood. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.
- Medium-Density Residential** describes a neighborhood that is primarily residential in character, but includes a full range of range of residential building types. These include single-family homes in small and medium sized lots, attached rowhouses and apartment buildings. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.



Low Density Residential



Medium Density Residential



High Density Residential

- **High-Density Residential** describes a neighborhood whose character is primarily defined by multi-family residential building types, but can also include single family homes in small lots and neighborhood-serving businesses. A diverse range of housing types is encouraged, including attached rowhouses, small and large apartment buildings, courtyard buildings and small mixed-use buildings. Small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should be sited to provide landmarks to the neighborhood.
- **Neighborhood Mixed-Use** describes a neighborhood-serving mixed-use district that includes multistory, mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.
- **Mixed-Use Center** describes a mixed-use center that includes multistory, mixed-use buildings with commercial, office and residential uses. Regional or neighborhood oriented shopping areas are encouraged as a primary feature. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.
- **Downtown Mixed-Use** describes the most intense urban development in the City of Laredo. Reserved primarily for downtown Laredo, it includes multi-story mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between the downtown and primarily residential neighborhoods. The addition of residential uses on the upper floors of downtown buildings is encouraged as a priority for downtown revitalization.



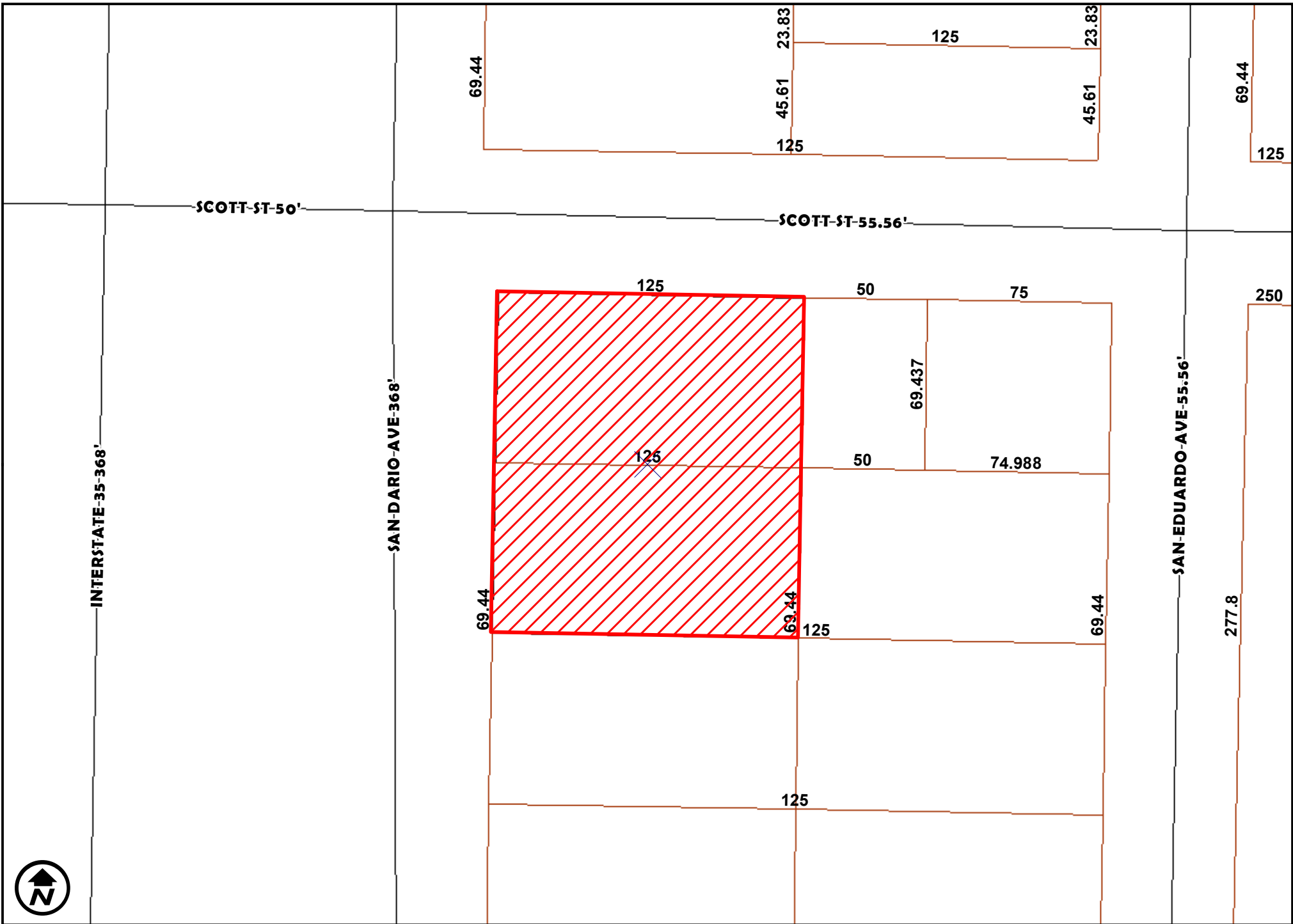
Neighborhood Mixed-Use



Mixed-Use Center



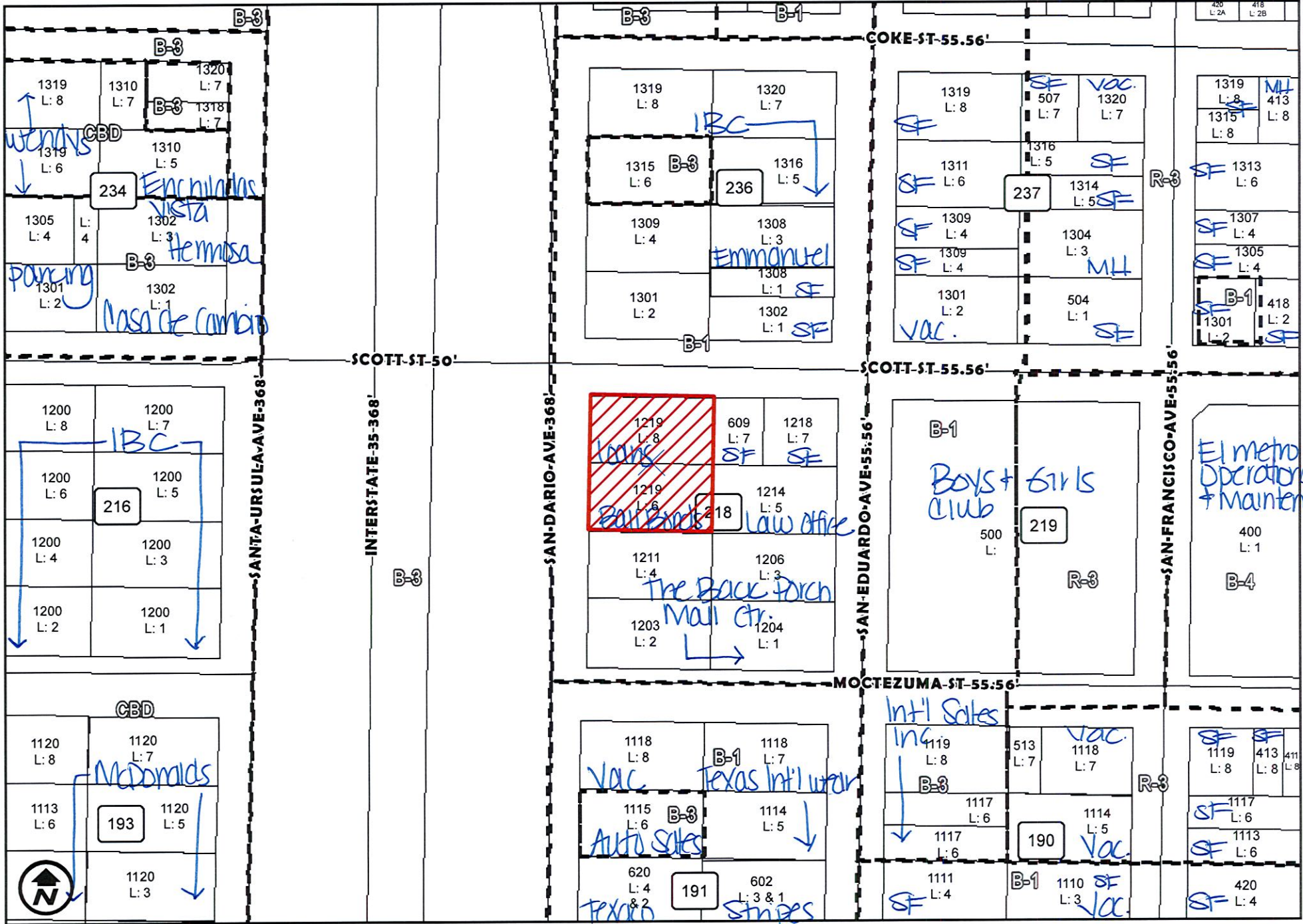
Downtown Mixed-Use



DIMENSIONS MAP
1 inch = 50 feet

ZC-13-2018
COUNCIL DISTRICT 8
1219 SAN DARIO AVE

APPLICATION FOR
B1 (LIMITED COMMERCIAL DISTRICT)
-> B3 (COMMUNITY BUSINESS DISTRICT)



ZONING MAP
1 inch = 125 feet

ZC-13-2018
COUNCIL DISTRICT 8
1219 SAN DARIO AVE

APPLICATION FOR
B1 (LIMITED COMMERCIAL DISTRICT)
→ B3 (COMMUNITY BUSINESS DISTRICT)

B-3 Zoning Permitted Uses
Section 24.63

Greenhouse (Non-Retail/Hobby)	Servants Quarters	Philanthropic Organization
Greenhouse (Retail)	Emergency Ambulance Service	Church/Sanctuary
Plant Nursery (Retail Sales)	Post Office (Governmental)	Fellowship Halls
Single Family Detached	Mailing Service (Private)	Church affiliated uses
Single Family Zero Lot Line	Electrical Transmission Line	Rectory/Parsonage
Single Family Townhouse	Gas Transmission Line	Monastery/Convent
Two Family (Duplex)	Utility Distribution Line	Government Building
Three Family (Triplex)	Utility Shop and Storage	Police Station
Four Family (Quadruplex)	Sewage Pumping Station(Lift Station)	Fire Station
Multi-Family	Water Booster Station	Library
Condominiums	Elementary School, K thru 6 (Public & Private)	Political campaign headquarters
Townhouse	Middle School, 6 thru 9 (Public & Private)	Credit Agency
Garage Conversion	High School, 9 thru 12 (Public & Private)	Office (Brokerage Service)
Accessory Building/Structure	College (Community or Junior)	Insurance Agency Offices
Home Occupation "A"	University (Four year)	Real Estate Offices
Home Occupation "B"	Adult Day Care	Offices (Professional)
Travel Trailer/RV Park (SUP)	Child Day Care (13 or more)	Medical Offices
Manufactured Housing Park (SUP)	Orphanage	Dental Offices
Rooming/Boarding House	Community Center	Financial Services (Advice/Invest)
Fraternity/Sorority House	Fraternal Organization or Social Club	Credit Unions

B-3 Zoning Permitted Uses
Section 24.63

Registered Child-Care Home/Licensed Child Care Home	Civic Club	Check Cashing Agencies
Automatic Teller Machines (ATM's)	Mini - Storage/Warehouse	Artist Supply
Bed & Breakfast	Diet Clinic	Camera Shop
Laundry/Dry Cleaning	Pharmacies and Drug Stores	Apparel Stores
Laundry/Dry Cleaning (Drop Off/Pick Up)	Health Spa	Furniture Sales (Indoor)
Laundry/Dry Cleaning (Self-Service)	Hardware Store	Major Appliances Sales (Indoor)
Tailor Shop	Lawnmower Sales and/or Repair	Restaurant (Serving Alcohol)
Shoe Repair & Sales	Florist	Restaurant
Travel Agency	Plant Nursery (Outside Storage)	Restaurant (Drive-In)
Beauty Shop (Non-College)	Department Store	Restaurant (Kiosk)
Barber Shop (Non-College)	Variety Store	Private Club (Alcohol Served)
Photo Studio	Convenience Store (Drive Through)	Bait and/or Tackle Shop
Kiosk (Providing A Service)	Drug Store	Bike Sales and/or Repair
Child Development Center	Auto Repair (minor repairs)	Handicraft Shop
Tool Rental (Indoor Storage)	Fruit and/or Vegetable Store	Needlework Shop
Appliance Repair	Bakery (Retail)	Florist
Communication Equipment Repair	Used Auto Supply Part Store(no on-site salvage)	Art Dealer
Locksmith	Auto Supply Store (new parts)	Retail Store (Miscellaneous)
Karate School (Martial Arts)	Gasoline Service Station	Bookstores/Stationary Stores
Automobile Driving School	Boat Dealer/Sales Only	Soda Fountain & Ice Cream Parlors
Dance/Drama/Music/ Schools	Grocery Store	Taxi Stand

B-3 Zoning Permitted Uses
Section 24.63

Artist Studio	Meat Market & Butcher Shops	Auto Wrecker Service (Gas station)
Minor Repair Garage	Beauty College/School	Pawn Shop
Collection Container	School, Vocational/Technical Education	Gravestone/Tombstone Sales
Contractor's On-Site Construction Office	Trade School, (Private or Public)	Pet Shop
Fishing Pier	Business School (Private or Public)	Portable Building leasing/storage
Health Club (Physical Fitness)	Bank	Portable Chemical Toilet leasing/storage
Amusement Devices/Arcade	Savings and Loans	Video Sales and Rental
Museum /Other than wax	Hotel/Motel	Imported Crafts (Retail Sale)
Art Gallery	Funeral Home	Commercial Parking Lot (Cars)
Membership Sports	Nationalization/"Nacionalizacion" of Vehicles Enterprise (SUP)	Auto Tire Repair
Recreational Club (Members Only)	Building Material Sales	Tire Sales (Indoors)
Swimming Pool (Public)	Confectionery Store (Retail)	Auto Glass Repair/Tenting
Day Camp	Auto Dealer (Primarily New/Used)	Auto Repair as Associated use to Retail Sales
Park and/or Playground (Public)	Auto Dealer (Primarily Used)	Car Wash (Self-Service)
Special Events (Temporary)	Motorcycle Dealer	Commercial Car Wash (Detail hop)
Park or Playground (Private)	All Terrain Vehicle Dealer/Sales Only	Quick Lube/Oil Change
Golf Course (Public/Private)	Drapery Shop	Vehicle Wash (Private)
Hay, Grain and/or Feed Sales	Upholstery Shop (Non-Auto)	State Vehicle Inspection
Veterinarian (Indoor Animal Confinement)	Restaurant (Drive-Thru)	Apparel, Piece Goods, and Notions

B-3 Zoning Permitted Uses
Section 24.63

College Dormitory (On Campus) (Overlay Zone)

Water Supply Facility (Public)

Water Supply Facility (Private)

Vehicles/Trailers/R.V's

Motion Picture Theater (Indoor)

Motion Picture Theater (Outdoor)

Theater (Non-Motion Picture)

Amusement Services (Indoors)

Children's Amusement Services (Outdoors)

Bowling Center

Billiard Parlor (Three or more tables)

Dinner Theatre

Skating Rink

Alcohol Sales/Off-Premise Consumption

Antique Shop

Heavy Machinery Sales/Display (Inside)

Bakery - Wholesale

Oil and/or Gas Extraction (SUP)

Parking Areas for



ZC-13-2018

Lots 6 and 8, Block 218, Western Division
1219 San Dario Ave.





City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Cynthia Collazo, Deputy City Manager

Initiated By: Edgar Parra, Owner/ Applicant

Staff Source: Nathan Bratton, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for Professional Offices on Lot 313, Block 14, Del Mar Hills Subdivision, located at 419 Del Mar Blvd.
ZC-22-2018

Staff does not support the application and Planning & Zoning Commission recommends denial of the Conditional Use Permit. Therefore, the applicant has exercised the right to appeal this decision directly to City Council.

District V

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: V – The Honorable Nelly Vielma.

Proposed use: Professional Offices.

Site: The site has a Single Family residence.

Surrounding land uses: The properties to the North of the site include single family residential uses, vacant lots, the Fire Department Administration Building. South and west of the property are single family residential uses. East of the site are single family residential uses and St. Patrick's Catholic Church.

Comprehensive Plan: The Future Land Use Map recognizes this site as Low Density Residential.

Transportation Plan: The Long Range Thoroughfare Plan has identified E. Del Mar Boulevard as a Modified Major Arterial.

Letters sent to surrounding property owners: 17 In Favor: 0 Opposed: 1

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 9 to 0 vote, recommended denial of the Conditional Use Permit.

STAFF RECOMMENDATION

The Laredo Land Development Code (Section 24.63: Permitted Uses) permits Professional Offices in zones R-O (Residential Office). Section 24.94.5(A)(3): Conditional Use Permit Application Submittal Criteria state that, "Applications for properties currently zoned A-G, **R-S**, R-1, R-1A, R-1-MH, or RSM, may only seek conditional status for those uses permitted by zones R-S, R-1, R-1A, R-1-MH, RSM, R-2, R-3, **R-O** or B-1 of higher intensity." This property is currently zoned R-S.

Staff does not support the proposed Conditional Use Permit for the following reasons:

1. The site plan as submitted does not comply with the minimum Off-Street Parking & Loading Requirements as per Section 24-78 of the Laredo Land Development Code Book as follows:

One (1) parking space for each 250 square feet of floor area.

Approx. $2938 \text{ SF} / 250 = \underline{12 \text{ Parking spaces required (8 Parking spaces provided)}}$.

2. In order to retain the residential character and look of the neighborhood, all parking should be located behind the building.

Staff does not support the Conditional Use Permit at this location and recommends the following provisions be attached if approved:

1. The C.U.P. shall be issued to Edgar Parra, and is nontransferable.
2. The C.U.P. is restricted to Professional Offices, as shown on Exhibit "A", which is made part hereof for all purposes.
3. The C.U.P. is restricted to operating hours of Monday through Friday, from 7:00 a.m. to 10:00 p.m., and Saturdays from 8:00 a.m. to 8:00 p.m., as shown on Exhibit "B".
4. Signage is limited to that allowed in a R-S District.
5. Banners and window signs are prohibited.
6. Strobe lights, flashing lights, and any other outdoor lighting designed to attract attention are prohibited.
7. Parking must be in compliance with Section 24.78 of the Laredo Land Development Code. ADA-compliant parking space(s) shall be required.
8. Off-site parking is prohibited.
9. Owner shall provide and maintain trees and shrubs in compliance with Section 24.83 of the Laredo Land Development Code.
10. Owner shall provide an opaque fence wall of not less than seven (7) feet in height along property lines which abut or adjoin residential property or residential zoning district, in compliance with Section 24.79 of the Laredo Land Development Code.
11. Owner shall make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
12. Owner shall comply with all Building, Fire and Safety Code Regulations as required.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

[Ordinance](#)

[Aerial Map](#)

[Zoning Map](#)

[Zoning Overview Map](#)

[Dimensions Map](#)

[Future Land Use Map](#)

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[Survey and Exhibits](#)

[Land Development Code Book](#)

[Pictures](#)

ORDINANCE NO. 2018-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A CONDITIONAL USE PERMIT FOR PROFESSIONAL OFFICES ON LOT 313, BLOCK 14, DEL MAR HILLS SUBDIVISION, LOCATED AT 419 DEL MAR BLVD.; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for Professional Offices on Lot 313, Block 14, Del Mar Hills Subdivision, located at 419 Del Mar Blvd.; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on December 21, 2017; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **denial** of the issuance of the Conditional Use Permit; and,

WHEREAS, notice of the Conditional Use Permit request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on January 16, 2018, on the request and finds the Conditional Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing a Conditional a Conditional Use Permit for Professional Offices on Lot 313, Block 14, Del Mar Hills Subdivision, located at 419 Del Mar Blvd.

Section 2: The Conditional Use Permit is further restricted to the following provision here with adopted by the City Council:

1. The C.U.P. shall be issued to Edgar Parra, and is nontransferable.
2. The C.U.P. is restricted to Professional Offices, as shown on Exhibit "A", which is made part hereof for all purposes.
3. The C.U.P. is restricted to operating hours of Monday through Friday, from 7:00 a.m. to 10:00 p.m., and Saturdays from 8:00 a.m. to 8:00 p.m., as shown on Exhibit "B".

4. Signage is limited to that allowed in a R-S District.
5. Banners and window signs are prohibited.
6. Strobe lights, flashing lights, and any other outdoor lighting designed to attract attention are prohibited.
7. Parking must be in compliance with Section 24.78 of the Laredo Land Development Code. ADA-compliant parking space(s) shall be required.
8. Off-site parking is prohibited.
9. Owner shall provide and maintain trees and shrubs in compliance with Section 24.83 of the Laredo Land Development Code.
10. Owner shall provide an opaque fence wall of not less than seven (7) feet in height along property lines which abut or adjoin residential property or residential zoning district, in compliance with Section 24.79 of the Laredo Land Development Code.
11. Owner shall make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
12. Owner shall comply with all Building, Fire and Safety Code Regulations as required.

Section 3: This ordinance shall be published in a manner provided by Section 2.09(D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Conditional Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.94.10, entitled "Revocation," according to the criteria and procedures described therein and below:

1. Criteria

Any Conditional Use Permit, authorized by City Council, shall be considered in noncompliance and shall be revoked and removed from the City of Laredo Zoning Map, in the event a court of law finds the use in violation of any of the following conditions:

- A. The use established on site does not conform, at any time, with any or all permit condition(s) approved by the City Council and or any local, state, or federal law.
- B. The activity authorized by the Conditional Use Permit commences prior to the institution of all conditions imposed by the Conditional Use Permit.
- C. Discontinuance of the Council approved conditional use for a period of six (6) consecutive months.
- D. The use of which the Conditional Use Permit was authorized does not commence within six months of City Council's final approval date.

2. Procedures

Should City of Laredo Enforcement Official inspection reveal noncompliance with Laredo Land Development Code, Subsection 24.94.10, Conditional Use Permit revocation procedures shall commence as below stipulated:

- A. A Zoning Officer shall, upon discovery of conditional use permit noncompliance as per Subsection 24.94.10, issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the current City Council approved Conditional Use Permit for that location.
- B. If noncompliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official shall issue a written citation.
- C. Should the citation result in a guilty verdict, the City of Laredo shall consider the Conditional Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.
- D. The Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.
- E. In the event of discontinuance or failure to commence as stipulated in Subsection 24.94.10.1 D and E of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2018.

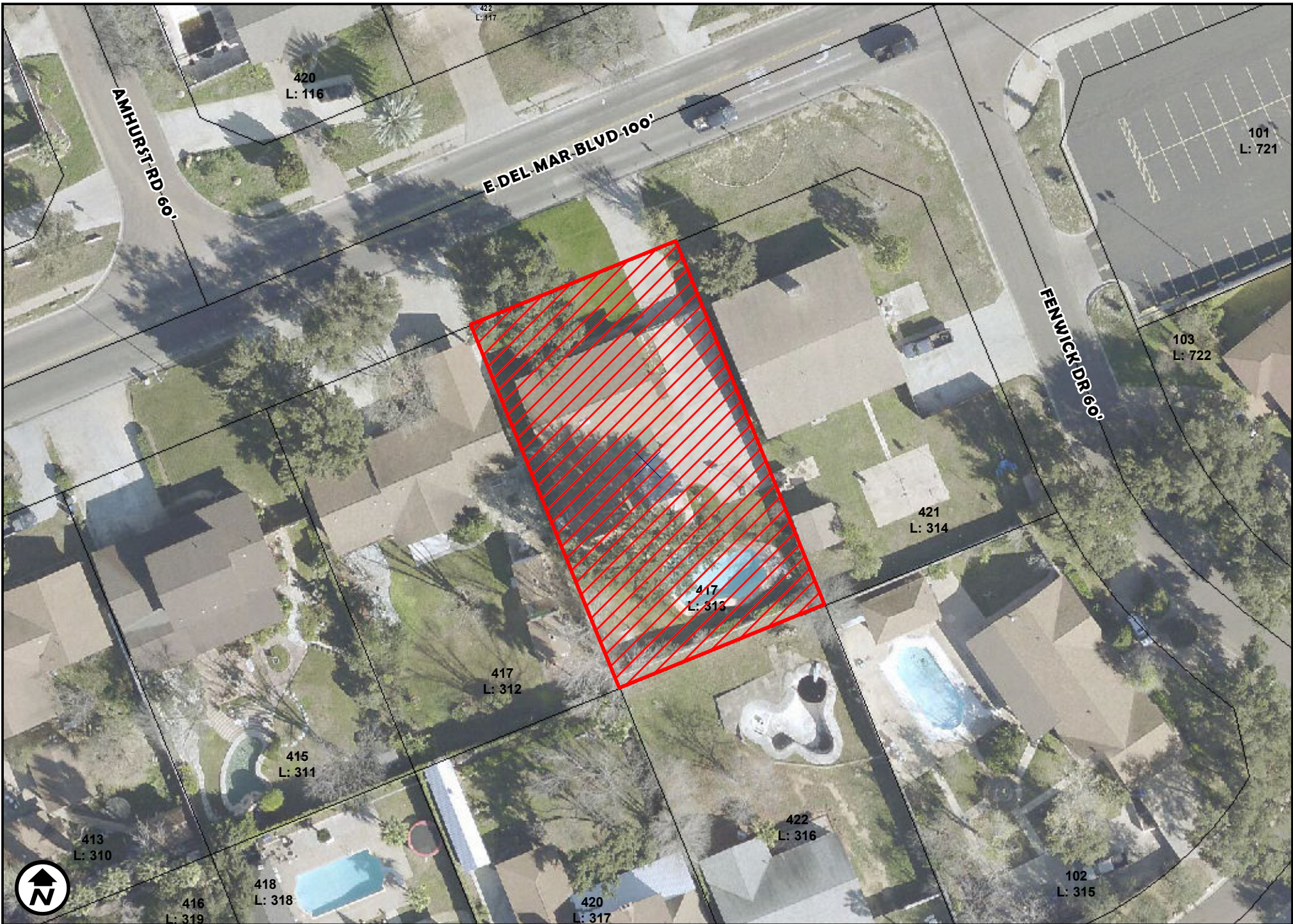
 PETE SAENZ
 MAYOR

ATTEST:

 JOSE A. VALDEZ
 CITY SECRETARY

APPROVED AS TO FORM:

 KRISTINA K. LAUREL HALE
 CITY ATTORNEY



AERIAL MAP
1 inch = 50 feet

ZC-22-2018
COUNCIL DISTRICT 5
419 E DEL MAR BLVD

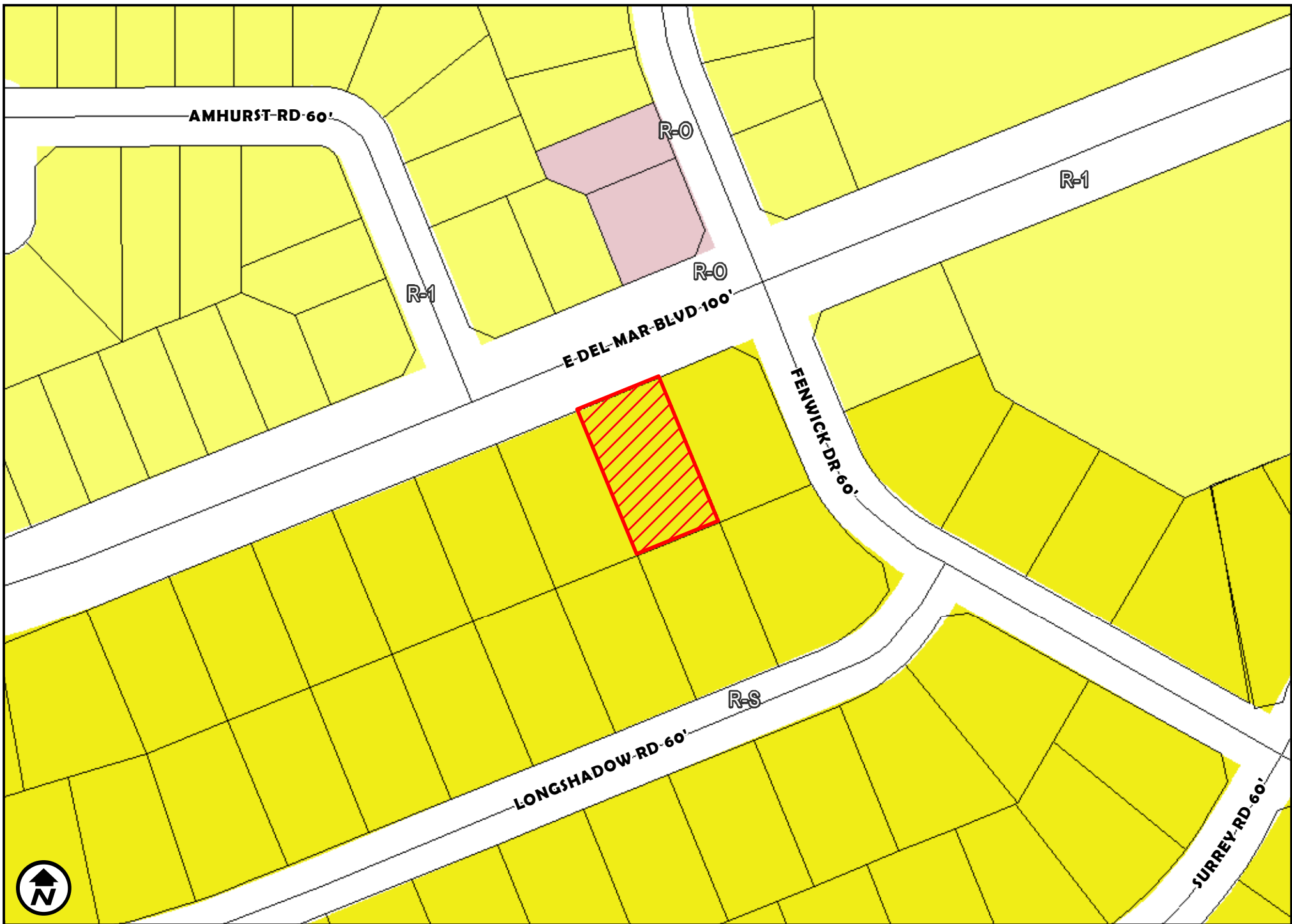
APPLICATION FOR
C.U.P. (CONDITIONAL USE PERMIT)
-> PROFESSIONAL OFFICES



ZONING MAP
1 inch = 125 feet

ZC-22-2018
COUNCIL DISTRICT 5
419 E DEL MAR BLVD

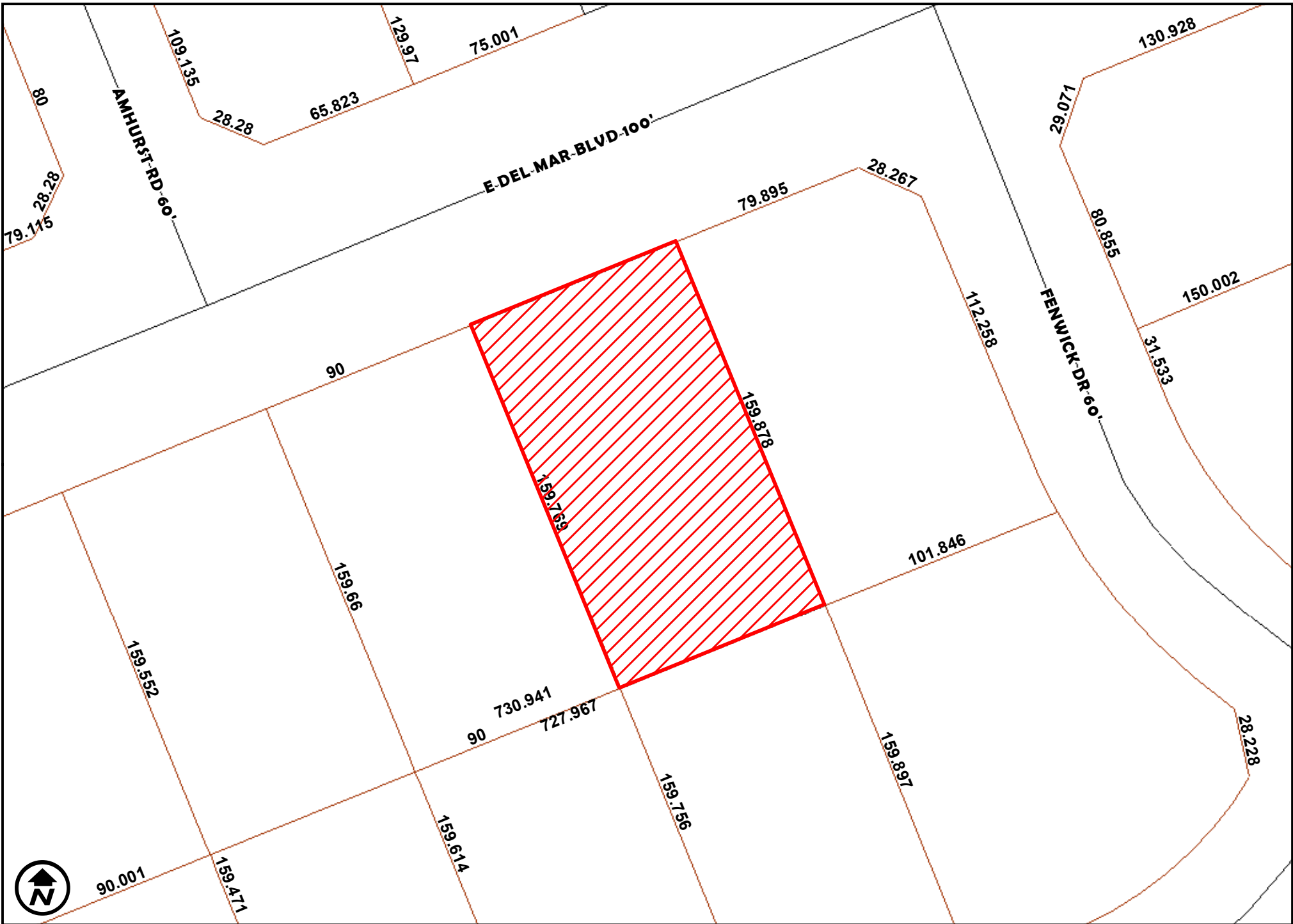
APPLICATION FOR
C.U.P. (CONDITIONAL USE PERMIT)
-> PROFESSIONAL OFFICES



ZONING OVERVIEW
1 inch = 125 feet

ZC-22-2018
COUNCIL DISTRICT 5
419 E DEL MAR BLVD

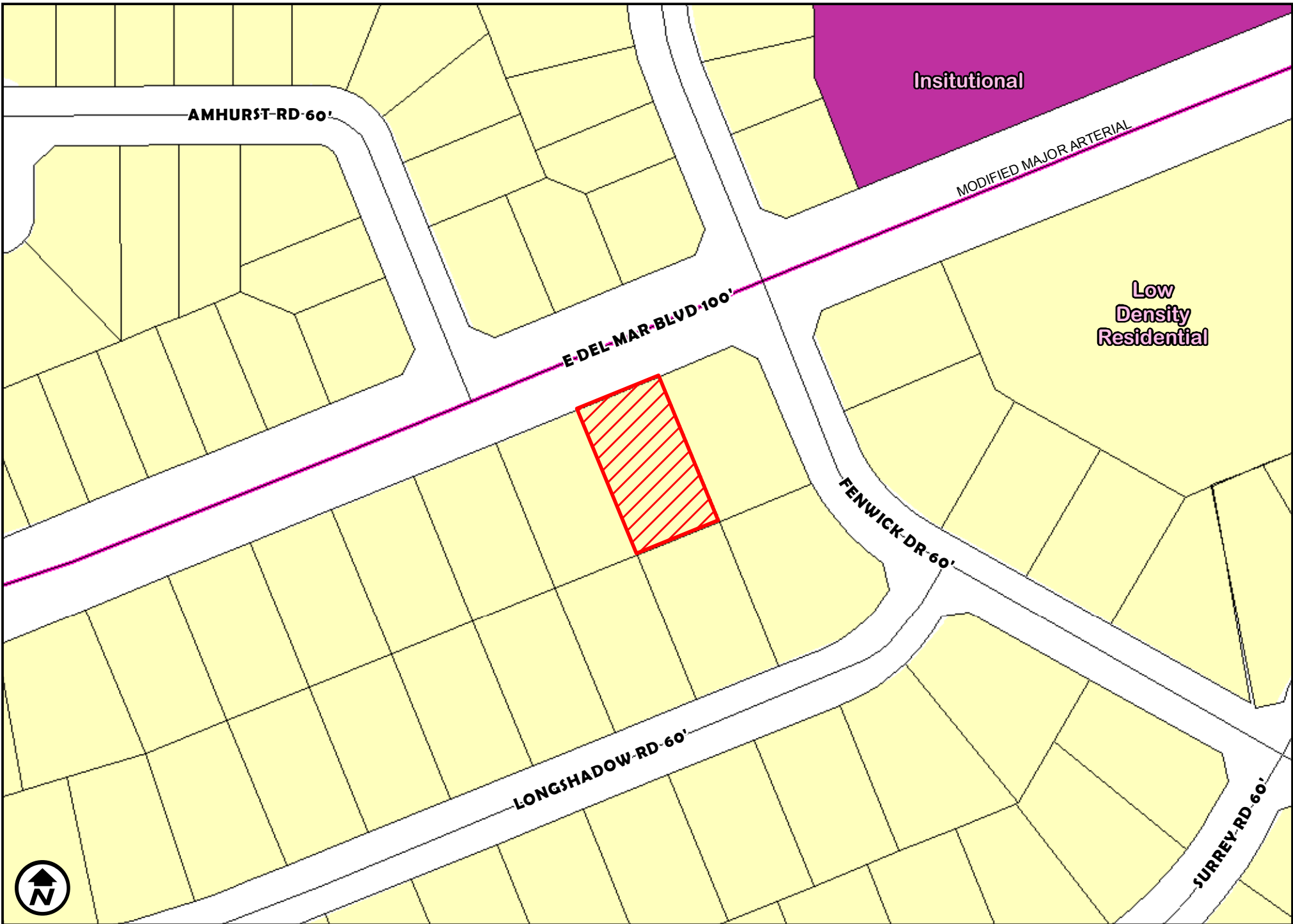
APPLICATION FOR
C.U.P. (CONDITIONAL USE PERMIT)
-> PROFESSIONAL OFFICES



DIMENSIONS MAP
1 inch = 50 feet

ZC-22-2018
COUNCIL DISTRICT 5
419 E DEL MAR BLVD

APPLICATION FOR
C.U.P. (CONDITIONAL USE PERMIT)
-> PROFESSIONAL OFFICES















FUTURE LANDUSE MAP
1 inch = 125 feet

ZC-22-2018
COUNCIL DISTRICT 5
419 E DEL MAR BLVD

APPLICATION FOR
C.U.P. (CONDITIONAL USE PERMIT)
-> PROFESSIONAL OFFICES

Land Use Equivalents Chart

New Land Use Types	Current Zoning Groups
 Agricultural / Rural	AG
 Low Density Residential	R-1, R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions *
 Medium Density Residential	R-1, R-O, R-2, B-1R, R1-B, Small format market
 High Density Residential	R-3, R-2, B-1R, B-1, R-O
 Neighborhood Mixed-Use	ALL EXCEPT M-1, M-2, B-4, AH, AN, FH, OG, FiH
 Mixed-Use Center	ALL EXCEPT, M-1, M-2, AH, AN, FH, OG. B4 allowed with exceptions**
 Downtown Mixed-Use	CBD, R-1, R-2, R-3, R-1B, R-1A, R-O, AE
 Institutional	CF, MF
 Light Industrial	M-1, B-4, B-3
 Heavy Industrial	M-1, M-2, B-4, B-3, FiH
 Transportation	AH, AN
 Parks	

* RO within a Low Density Residential is allowed with the exception of restaurants.

** Land uses allowed under a B4 are allowed with the exception of the following uses***:

- Farms, General (Crops & Livestock)
- Farms, General (Livestock/Ranch)
- Bulk Grain And/Or Feed Storage
- Veterinarian (Outdoor Animal Confinement)
- Stables (Private, Principle Use)
- Stables (Private, Accessory Use)
- Stables (Commercial)
- Auto Wrecker Service
- Inoperable Vehicle Holding Yard
- Jail
- Halfway House
- Scrap/Waste Recycle Collection
- Zoo
- Horse Training Facility
- Amusement Redemption Machine Establishment
- Auto Impound Yards
- Auto Salvage Yards
- Transit and Maintenance Vehicle Equipment Facility
- Collection Container

The intent of this table is to provide a transitional language between the uses recommended within the vision of this plan and the current land development uses which are organized through the use of zones. When the city's land development code is revised and adopted according to this plan, this table will no longer be necessary. This table should not be used to directly translate the current zoning to new land development code revisions. City staff should use discretion and best planning practices if using this table as guide in any approval process.

***Note: exceptions only apply to the extent that they do not contradict any other ordinances such as the Urban Agriculture Ordinance, as an example.



The city has no water features; only Casa Blanca. North Laredo Central Park could be turned into a river walk with an urban recreational lake surrounded by businesses.



Create incentives for job creation, economic development, and alternative land development options (higher and lower density).



Land Uses

Place types and neighborhoods are made up by different land uses in the future land use map. Specified land uses however, are not meant to equate to single-use zoning areas. Rather a land use type in the future land use map describes the overall character of a neighborhood.

Neighborhoods are generally made up of residential and mixed-use designations:

- Low-Density Residential** describes a neighborhood whose character is primarily defined by single-family homes. A diverse range of lot sizes and unit types is encouraged, along with an interconnected network of blocks, streets and public spaces. Denser housing types such as duplexes, fourplexes and small apartment buildings should be designed to fit into the character of a single-family residential neighborhood. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.
- Medium-Density Residential** describes a neighborhood that is primarily residential in character, but includes a full range of range of residential building types. These include single-family homes in small and medium sized lots, attached rowhouses and apartment buildings. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.



Low Density Residential



Medium Density Residential



High Density Residential

- **High-Density Residential** describes a neighborhood whose character is primarily defined by multi-family residential building types, but can also include single family homes in small lots and neighborhood-serving businesses. A diverse range of housing types is encouraged, including attached rowhouses, small and large apartment buildings, courtyard buildings and small mixed-use buildings. Small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should be sited to provide landmarks to the neighborhood.
- **Neighborhood Mixed-Use** describes a neighborhood-serving mixed-use district that includes multistory, mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.
- **Mixed-Use Center** describes a mixed-use center that includes multistory, mixed-use buildings with commercial, office and residential uses. Regional or neighborhood oriented shopping areas are encouraged as a primary feature. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.
- **Downtown Mixed-Use** describes the most intense urban development in the City of Laredo. Reserved primarily for downtown Laredo, it includes multi-story mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between the downtown and primarily residential neighborhoods. The addition of residential uses on the upper floors of downtown buildings is encouraged as a priority for downtown revitalization.



Neighborhood Mixed-Use



Mixed-Use Center



Downtown Mixed-Use

419 E. Del Mar Blvd.



SITE PLAN

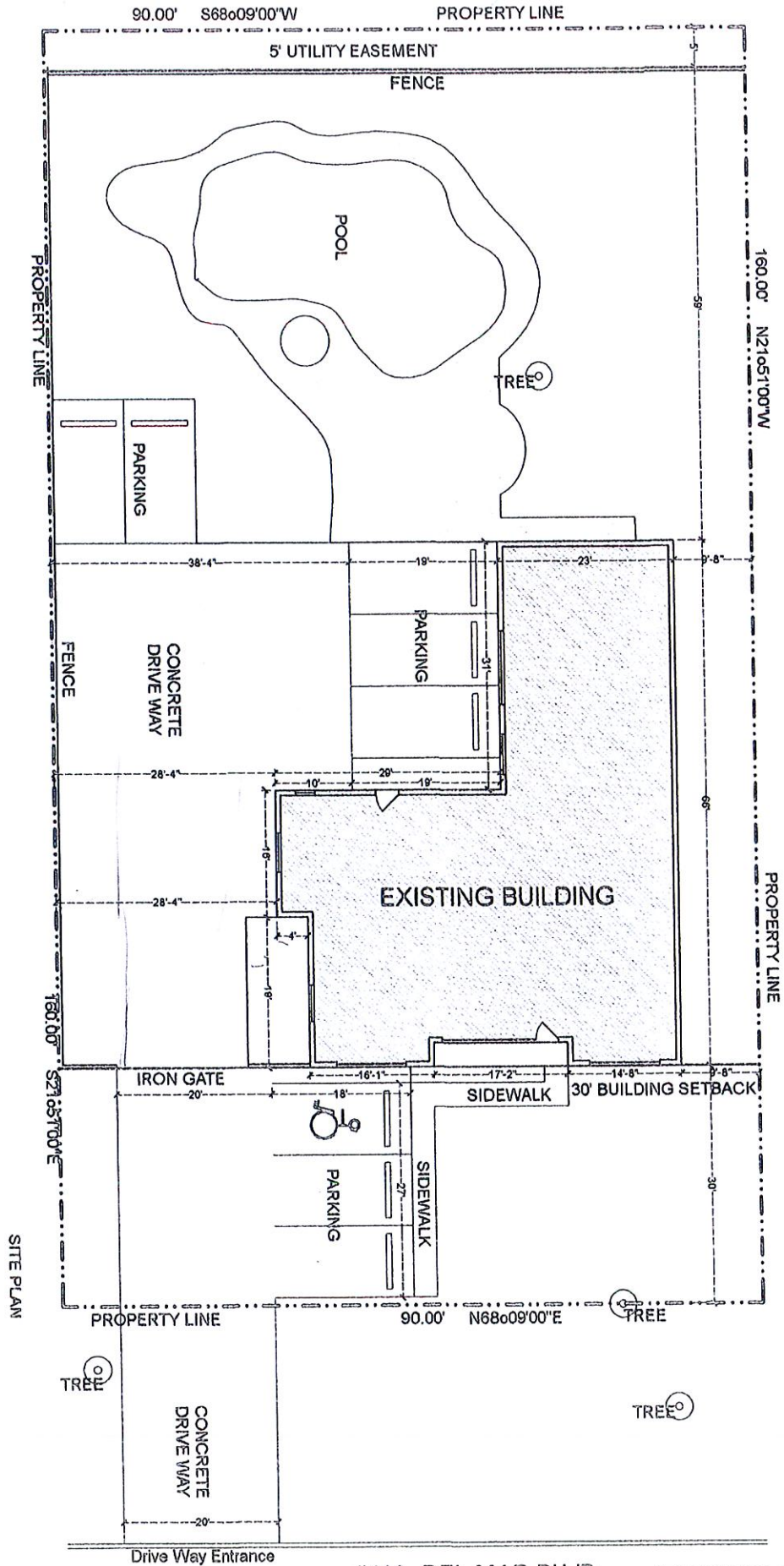
PROJECT
 #419 DEL MAR BLVD.
 LOT# 313 / BLOCK# 14
 DEL MAR HILLS, SECTION 1

Office use

Executive Builders
 General Contractor



A2
 Scale 1"=20'



Laredo Texas a 14 de Diciembre del 2017.

Asunto: Autorización de uso de
Propiedad en espacio de oficina.

A Quien Corresponda:

Por medio de la presente solicito la autorización para utilizar la propiedad ubicada en: 419 Del Mar Boulevard Laredo, Texas 78041 para espacio de oficinas la cual se podrá dividir en un máximo de 6 unidades (espacios) lo cual llevara una actividad de Lunes a Viernes con un horario de 7:00 a.m. a 10:00 p.m. así como Sábados de 8:00 a.m. a 8:00 p.m.

Quedo atento en respuesta a mi solicitud.



Atentamente,
Edgar Parra
eparra@syntranet.net
(956) 754-9897

EXHIBIT "B"

(jj)	Veterinary hospital	One (1) per each 200 sq. ft. up to 5000 sq. ft.; one (1) per each 250 sq. ft. if greater than 5000 sq. ft.
(kk)	Banks, financial institutions	One (1) for each 200 sq. ft. of floor area plus eight (8) stacking spaces for each drive-thru service lane; two (2) stacking spaces per ATM.
(ll)	Pawn shop	One (1) per each 200 sq. ft. up to 5000 sq. ft.; one (1) per each 250 sq. ft. if greater than 5000 sq. ft.
(mm)	Martial arts studio	One (1) per each 200 sq. ft.
(nn)	Dance/Gymnastics/Performing arts studio	One (1) per each 200 sq. ft.
(oo)	Barber or Beauty shop	One (1) per each 200 sq. ft.
(pp)	Dry cleaning	One (1) per each 200 sq. ft. plus two (2) stacking spaces for drive-through.
(qq)	Offices	One (1) for each 250 sq. ft. of floor area.
(rr)	Medical Clinic (physician and/or dentist)	One (1) for each 200 sq. ft. of floor area.
(ss)	Medical Clinic (chiropractic)	One (1) for each 200 sq. ft. of floor area.
(tt)	Medical Clinic (physical therapy)	One (1) for each 200 sq. ft. of floor area.
(uu)	Medical Clinic (optometry)	One (1) for each 200 sq. ft. of floor area.
(vv)	Restaurants	
(1)	Sit down restaurants	<i>Twelve (12)</i> parking spaces per 1,000 sq. ft.
(2)	Fast food (with or without drive-through)	One (1) per each 200 sq. ft.; with drive-through add <i>six (6)</i> stacking spaces for each service lane.
(3)	Carry-out restaurants (no customer seating or dining area)	One (1) parking space per 200 sq. ft.
(ww)	Flea markets	One (1) parking space per booth plus one (1) parking space for each 2,000 sq. ft. of land area not used for parking.
(xx)	Bed and Breakfast	One (1) parking space for each guestroom plus one (1) parking space for the owner / occupant and one (1) space for each employee. Except for the driveway, the front yard shall not be used for parking in a Residential Office (R-O) District.
(yy)	All other types of commercial /service uses	One (1) for each 200 sq. ft. of business or commercial floor area uses permitted in any business district.



ZC-22-2017
419 Del Mar Blvd



City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Cynthia Collazo, Deputy City Manager

Initiated By: Frances Salinas, Owner; Gerardo G.S. Salinas, Applicant

Staff Source: Nathan Bratton, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a Food Truck Park on Lot 6, Block 1, San Isidro Monarch Subdivision, located at 10211 Golondrina Dr.
ZC-24-2017

Staff supports the application and Planning & Zoning Commission recommends approval of the Special Use Permit.
District VI

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: VI – The Honorable Charlie San Miguel.

Proposed use: Food Truck Park.

Site: The site is currently vacant and undeveloped.

Surrounding land uses: North of the site is Tato Tote, Church's Chicken, and Wendy's. South and east of the site is the North Central park Trails and a single family residential district. To the east of the site is Bahamas Bucks Shaved Ice, Laredo Care Clinic, San Isidro Hospital and United Day School.

Comprehensive Plan: The Future Land Use Map recognizes this area as Light Commercial.

Transportation Plan: The Long Range Thoroughfare Plan has no designation for Golondrina Dr.

Letters sent to surrounding property owners: 6 In Favor: 0 Opposed: 3

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 8 to 1 vote, recommended approval of the proposed Special Use Permit.

STAFF RECOMMENDATION

A Special Use Permit (SUP) is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects such as time, fencing, setbacks, landscaping, etc.

Staff supports the request of the proposed SUP at this location for the following reasons:

1. The proposed use is compatible with the surrounding zones and uses.
2. The proposed use is located along a commercial corridor and will not introduce more intense uses in the area.
3. The proposed use complies with the Off-street parking as required by the Land Development Code Book.

APPLICANT'S REQUEST:

The applicant has requested to extend the commencement of the use 3 months, for a total of 9 months before the Conditional Use Permit gets revoked and removed from the City or Laredo Zoning Map as required by the Land Development Code Section 24.94.10 shown below .

Section 24.94.10 1(D)

“The use of which the Conditional Use Permit was authorized must commence within six months of City Council ’s final approval date”.

Should the Commission recommend approval of the proposed SUP, staff suggests the following conditions:

1. The Special Use Permit is issued to Frances Salinas, Golondrina Holdings and Gerardo G.S. Salinas, Applicant, for food truck park, and is non-transferable.
2. The Special Use Permit is restricted to approx. 5,322 S.F. as per the site plan, Exhibit “A”, which is made part hereof for all purposes.
3. Hours of operation for the food trucks shall be from 7 a.m. to 2:00 a.m. from Monday through Sunday.
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage shall be consistent with the City’s Sign Ordinance.
6. Owner shall provide parking spaces in compliance with Section 24.78 and 24.78.3 of the Laredo Land Development Code, for commercial parking, parking space dimensional requirements, loading space requirements and dimensions, paving, drainage, maintenance, lighting, location of parking spaces, disabled vehicles, joint use of parking spaces (on-site), wheel blocks, access and maneuvering space requirements, width of access driveway in business and industrial districts, as required by ordinance.
7. Outdoor ambient music and speakers are allowed, and there shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.

8. The "Occupant Load" shall not be exceeded as set forth in the Certificate of
9. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
10. The restaurant shall undergo an annual Fire Inspection.
11. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
12. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
13. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
14. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

[Ordinance](#)

[Aerial Map](#)

[Zoning Map](#)

[Zoning Overview Map](#)

[Dimensions Map](#)

[Future Land Use Map](#)

[Land Use Equivalents Chart](#)

[Survey and Exhibits](#)

[Land Development Code Book](#)

[Additional Requirements](#)

Correspondence

Pictures

ORDINANCE NO. 2018-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR A FOOD TRUCK PARK ON LOT 6, BLOCK 1, SAN ISIDRO MONARCH SUBDIVISION, LOCATED AT 10211 GOLONDRINA DR.; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Special Use Permit for a Food Truck Park on Lot 6, Block 1, San Isidro Monarch Subdivision, located at 10211 Golondrina Dr.; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on December 21, 2017; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the Special Use Permit; and,

WHEREAS, notice of the Special Use Permit request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on January 16, 2018, on the request and finds the Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, all conditions imposed by the Special Use Permit, and all pertinent requirements the Laredo Land Development Code shall be met before the activity sanctioned by the Special Use Permit may commence; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing a Special Use Permit a Food Truck Park on Lot 6, Block 1, San Isidro Monarch Subdivision, located at 10211 Golondrina Dr.

Section 2: The Special Use Permit is further restricted to the following provision herewith adopted by the City Council:

1. The Special Use Permit is issued to Frances Salinas, Golondrina Holdings and Gerardo G.S. Salinas, Applicant, for a food truck park, and is non-transferable.
2. The Special Use Permit is restricted to approx. 5,322 S.F. as per the site plan, Exhibit "A", which is made part hereof for all purposes.

3. Hours of operation for the food trucks shall be from 7 a.m. to 2:00 a.m. from Monday through Sunday.
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage shall be consistent with the City's Sign Ordinance.
6. Owner shall provide parking spaces in compliance with Section 24.78 and 24.78.3 of the Laredo Land Development Code, for commercial parking, parking space dimensional requirements, loading space requirements and dimensions, paving, drainage, maintenance, lighting, location of parking spaces, disabled vehicles, joint use of parking spaces (on-site), wheel blocks, access and maneuvering space requirements, width of access driveway in business and industrial districts, as required by ordinance.
7. Outdoor ambient music and speakers are allowed, and there shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
8. The "Occupant Load" shall not be exceeded as set forth in the Certificate of
9. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
10. The restaurant shall undergo an annual Fire Inspection.
11. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
12. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
13. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
14. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.

Section 3: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Special Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.93.12, entitled "Enforcement and Revocation of Special Use Permits," according to the criteria and procedures described therein and below:

(a) Any Special Use Permit, authorized by City Council, shall be considered in noncompliance and shall be suspended or revoked and removed from the City of Laredo Zoning Map if:

(1) A court having jurisdiction or a jury find the holder of the Special Use Permit guilty of a violation or if a holder of an SUP pleads guilty of violating:

(a.) Any requirement or term or condition of the Special Use Permit or has not conformed, at any time, with any or all of the requirements or terms or conditions as set out in the Special Use Permit as approved by the City Council.

(2) The activity authorized by the Special Use Permit commences prior to the institution of all conditions imposed by the Special Use Permit.

(3) The use for which the Special Use Permit was authorized does not commence within nine months of the effective date of the Special Use Permit.

(a.) An extension of up to six months may be granted, for good cause shown, by the Building Services Director upon petition of the SUP holder.

(4) The use for which the Special Use Permit is authorized is discontinued for a period of six (6) consecutive months.

(5) In the event of discontinuance or failure to commence as stipulated in Subsection 24.93.12 of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map.

(b) Procedures:

(1) Should a City of Laredo Zoning Enforcement Official or Fire Official inspection reveal non-compliance with Laredo Land Development Code, Section 24.93.7.(b) or any of any additional express conditions of the Special Use Permit, Special Use Permit suspension/revocation procedures shall commence as below stipulated:

(a.) A Zoning Officer or Fire Official shall, upon discovery of special use permit non-compliance as per Subsection 24.93.7.(b), issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the current City Council approved Special Use Permit for that location.

(b.) If non-compliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official or Fire Official shall issue written citation.

(c.) The requirement for the issuance of a written warning and grace period shall not apply to a citation issued as a result of a violation of the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load or the failure to, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges and said citation/s shall be filed for prosecution.

(d.) Should a citation result in a court, having jurisdiction or a jury finding the holder of the Special Use Permit guilty of a violation, or if a holder of an SUP pleads guilty, the Special Use Permit will be suspended for such period of time as is necessary to remedy the violation, but in no event shall the suspension be for less than 24 hours to be implemented as follows:

i. The Zoning Officer or Fire Official shall immediately notify the Planning Director, in writing, of the result of the prosecution of the citation.

ii. The Planning Director shall, within 48 hour notice of the court's determination (or as soon thereafter as is practicable) issue the permit holder written notification of the Special Use Permit's official suspension.

iii. The Special Use Permit Holder shall suspend all business operations in accordance with the notice.

iv. The Special Use Permit Holder shall not resume operation until the violation has been corrected and the establishment has been inspected. A "Notice of Termination of Suspension" shall be issued by the Planning Director upon his/her finding that all issues relevant to the suspension have been complied with and the 24 hour suspension period has run. The Planning Director shall issue such notice without unreasonable delay.

(2) Upon the second conviction of a violation of any of the provisions of the Laredo Land Development Code, Section 24.93.7. (b) or any additional express condition of the Special Use Permit, within any twelve month period, the Special Use Permit will be suspended for such period of time as is necessary to remedy the violation, but in no event shall the suspension be for less than 72 hours. This provision shall be implemented in the same manner as set forth above in Section 24.93.12 (b) (1)(a-d).

(3) Upon the third conviction of a violation of any of the provisions of the Laredo Land Development Code, Section 24.93.7. (b) or any additional express condition of the Special Use Permit, within any twelve month period, and subject to the revocation/suspension procedures set forth in Section 24.93.12 (b) (1)(a-d), the Special Use Permit will be revoked and the City shall proceed with its removal from the City of Laredo Zoning Map.

(a.) The Planning Director shall issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map and the Special Use Permit Holder shall suspend all business operations which are inconsistent with and in violation of the zoning district in which the business is located.

(b.) Once the holder of the Special Use Permit has been notified of the revocation, the permit holder may petition the City Council for reinstatement of the permit. The reinstatement shall be processed and proceed in the same manner as a new application for a Special Use Permit inclusive of all required fees and documentation.

(c.) In the event the Special Use Permit Holder appeals the conviction, any suspension or revocation will be abated until the completion of the appeals process.

(4) For purposes of Section 24.93.7.(1), (2), or (3) above, a finding of guilt on more than one citation issued on the same day for the same location shall be counted as only one violation.

(5) In the event the Special Use Permit Holder appeals a conviction, any suspension or revocation will be abated until the completion of the appeals process.

(6) Effect of Other Violations (Habitual Offenses):

(a.) Twelve violations of City Ordinances which result in an adjudication of guilt (by trial to the court, by jury or by entering a plea of guilt) during any twelve month period shall result in the revocation of the Special Use Permit. The holder of said SUP may avail himself/herself of the remedy set forth in Section 24.93.12(b)(3)(b).

(b.) Should the twelve citations, issued during any twelve month period result in a court having jurisdiction or a jury find the holder of the Special Use Permit guilty of each violation or if a holder of an SUP pleads guilty to violation/s, the City of Laredo shall consider the Special Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.

(c.) The Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map and the Special Use Permit Holder shall suspend all business operations which are inconsistent with and in violation of the zoning district in which the business is located.

(d.) Once the holder of the Special Use Permit has been notified of the revocation, the permit holder may petition the City Council for reinstatement of the permit. The reinstatement shall be processed and proceed in the same manner as a new application for a Special Use Permit inclusive of all required fees and documentation.

(e.) In the event the Special Use Permit Holder appeals any of the convictions the revocation will be abated until the completion of the appeals process.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE
_____ DAY OF _____, 2018.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA LAUREL HALE
CITY ATTORNEY



AERIAL MAP
1 inch = 100 feet

ZC-24-2017
COUNCIL DISTRICT 6
10211 GOLONDRINA DR

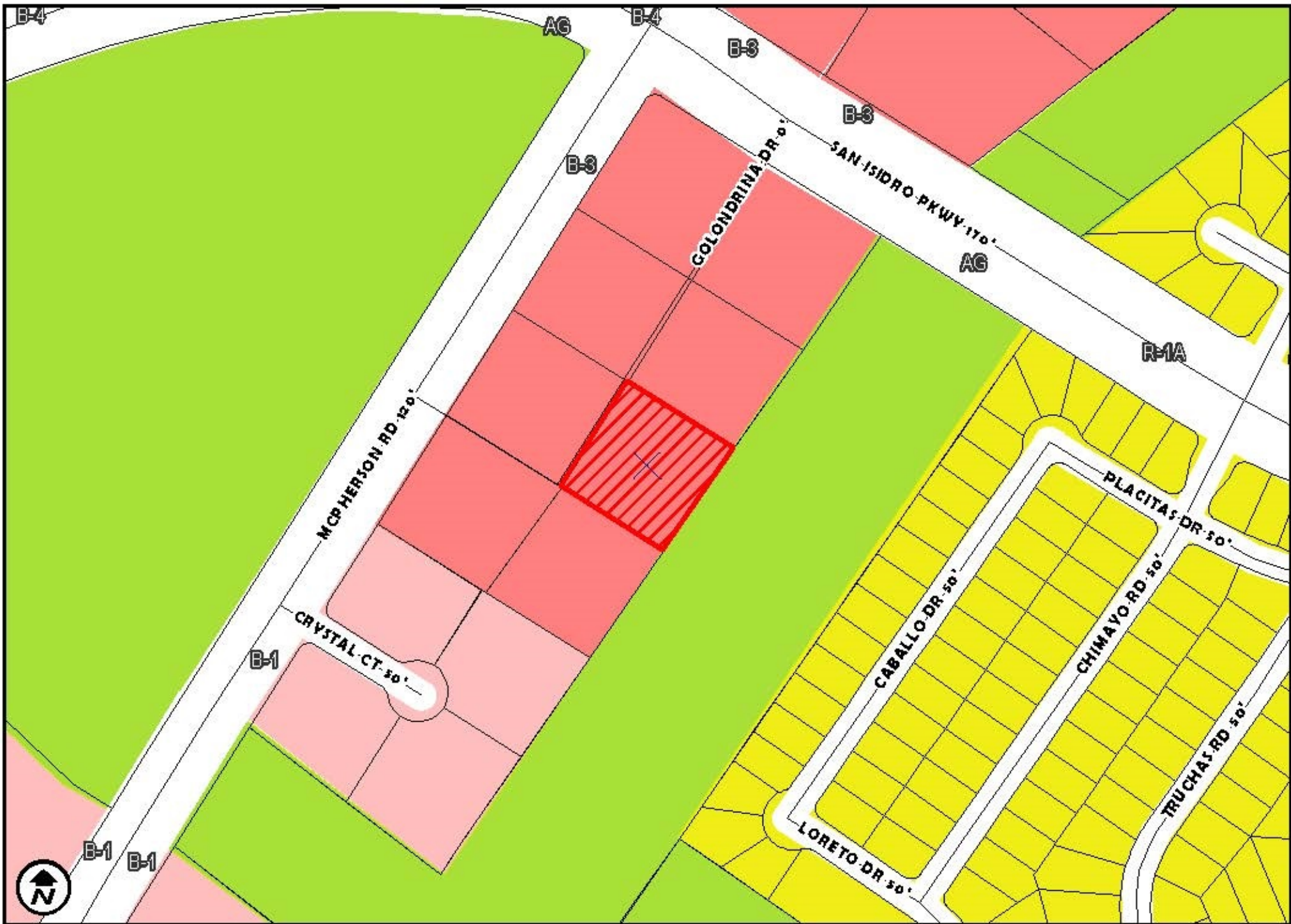
APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> FOOD TRUCK PARK



ZONING MAP
1 inch = 150 feet

ZC-24-2017
COUNCIL DISTRICT 6
10211 GOLONDRINA DR

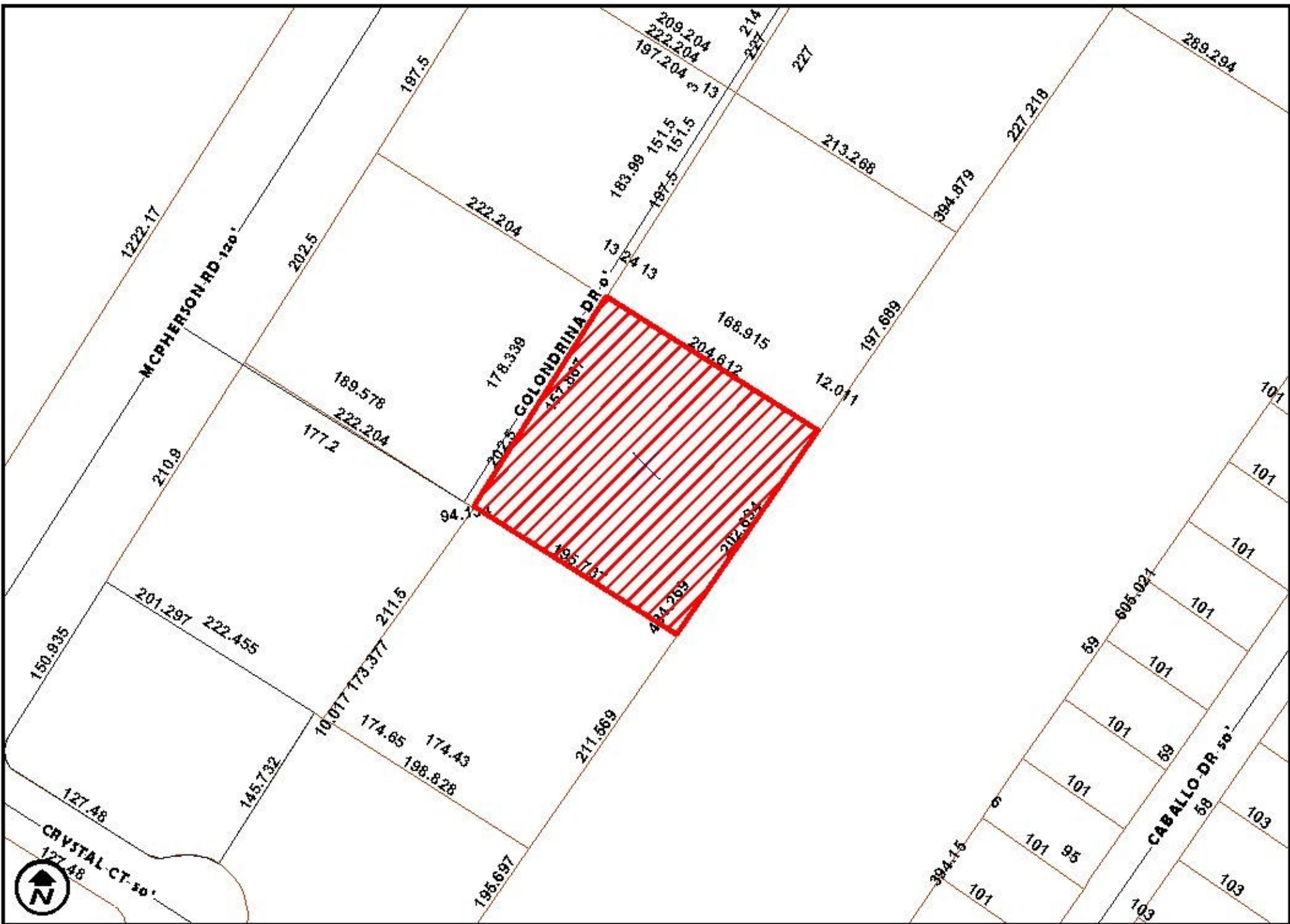
APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> FOOD TRUCK PARK



ZONING OVERVIEW
1 inch = 200 feet

ZC-24-2017
COUNCIL DISTRICT 6
10211 GOLONDRINA DR

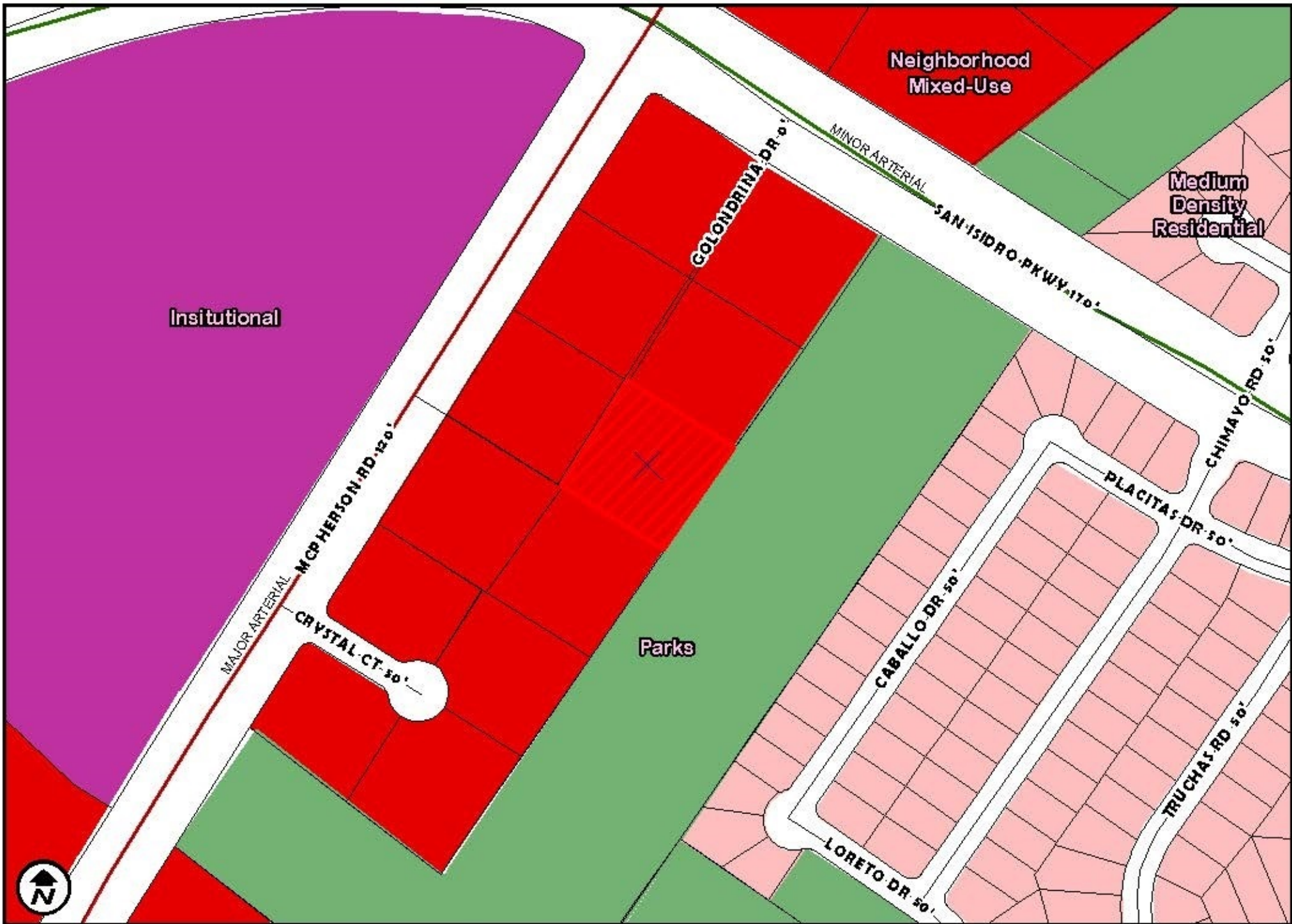
APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> FOOD TRUCK PARK



DIMENSIONS MAP
1 inch = 100 feet

ZC-24-2017
COUNCIL DISTRICT 6
10211 GOLONDRINA DR

APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> FOOD TRUCK PARK















FUTURE LANDUSE MAF
 1 inch = 200 feet

ZC-24-2017
 COUNCIL DISTRICT 6
 10211 GOLONDRINA DR

APPLICATION FOR
 S.U.P. (SPECIAL USE PERMIT)
 -> FOOD TRUCK PARK

Land Use Equivalents Chart

New Land Use Types	Current Zoning Groups
 Agricultural / Rural	AG
 Low Density Residential	R-1, R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions *
 Medium Density Residential	R-1, R-O, R-2, B-1R, R1-B, Small format market
 High Density Residential	R-3, R-2, B-1R, B-1, R-O
 Neighborhood Mixed-Use	ALL EXCEPT M-1, M-2, B-4, AH, AN, FH, OG, FiH
 Mixed-Use Center	ALL EXCEPT, M-1, M-2, AH, AN, FH, OG. B4 allowed with exceptions**
 Downtown Mixed-Use	CBD, R-1, R-2, R-3, R-1B, R-1A, R-O, AE
 Institutional	CF, MF
 Light Industrial	M-1, B-4, B-3
 Heavy Industrial	M-1, M-2, B-4, B-3, FiH
 Transportation	AH, AN
 Parks	

* RO within a Low Density Residential is allowed with the exception of restaurants.

** Land uses allowed under a B4 are allowed with the exception of the following uses***:

- Farms, General (Crops & Livestock)
- Farms, General (Livestock/Ranch)
- Bulk Grain And/Or Feed Storage
- Veterinarian (Outdoor Animal Confinement)
- Stables (Private, Principle Use)
- Stables (Private, Accessory Use)
- Stables (Commercial)
- Auto Wrecker Service
- Inoperable Vehicle Holding Yard
- Jail
- Halfway House
- Scrap/Waste Recycle Collection
- Zoo
- Horse Training Facility
- Amusement Redemption Machine Establishment
- Auto Impound Yards
- Auto Salvage Yards
- Transit and Maintenance Vehicle Equipment Facility
- Collection Container

The intent of this table is to provide a transitional language between the uses recommended within the vision of this plan and the current land development uses which are organized through the use of zones. When the city's land development code is revised and adopted according to this plan, this table will no longer be necessary. This table should not be used to directly translate the current zoning to new land development code revisions. City staff should use discretion and best planning practices if using this table as guide in any approval process.

***Note: exceptions only apply to the extent that they do not contradict any other ordinances such as the Urban Agriculture Ordinance, as an example.



The city has no water features; only Casa Blanca. North Laredo Central Park could be turned into a river walk with an urban recreational lake surrounded by businesses.



Create incentives for job creation, economic development, and alternative land development options (higher and lower density).



Land Uses

Place types and neighborhoods are made up by different land uses in the future land use map. Specified land uses however, are not meant to equate to single-use zoning areas. Rather a land use type in the future land use map describes the overall character of a neighborhood.

Neighborhoods are generally made up of residential and mixed-use designations:

- Low-Density Residential** describes a neighborhood whose character is primarily defined by single-family homes. A diverse range of lot sizes and unit types is encouraged, along with an interconnected network of blocks, streets and public spaces. Denser housing types such as duplexes, fourplexes and small apartment buildings should be designed to fit into the character of a single-family residential neighborhood. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.
- Medium-Density Residential** describes a neighborhood that is primarily residential in character, but includes a full range of range of residential building types. These include single-family homes in small and medium sized lots, attached rowhouses and apartment buildings. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.



Low Density Residential



Medium Density Residential



High Density Residential

- **High-Density Residential** describes a neighborhood whose character is primarily defined by multi-family residential building types, but can also include single family homes in small lots and neighborhood-serving businesses. A diverse range of housing types is encouraged, including attached rowhouses, small and large apartment buildings, courtyard buildings and small mixed-use buildings. Small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should be sited to provide landmarks to the neighborhood.
- **Neighborhood Mixed-Use** describes a neighborhood-serving mixed-use district that includes multistory, mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.
- **Mixed-Use Center** describes a mixed-use center that includes multistory, mixed-use buildings with commercial, office and residential uses. Regional or neighborhood oriented shopping areas are encouraged as a primary feature. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.
- **Downtown Mixed-Use** describes the most intense urban development in the City of Laredo. Reserved primarily for downtown Laredo, it includes multi-story mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between the downtown and primarily residential neighborhoods. The addition of residential uses on the upper floors of downtown buildings is encouraged as a priority for downtown revitalization.



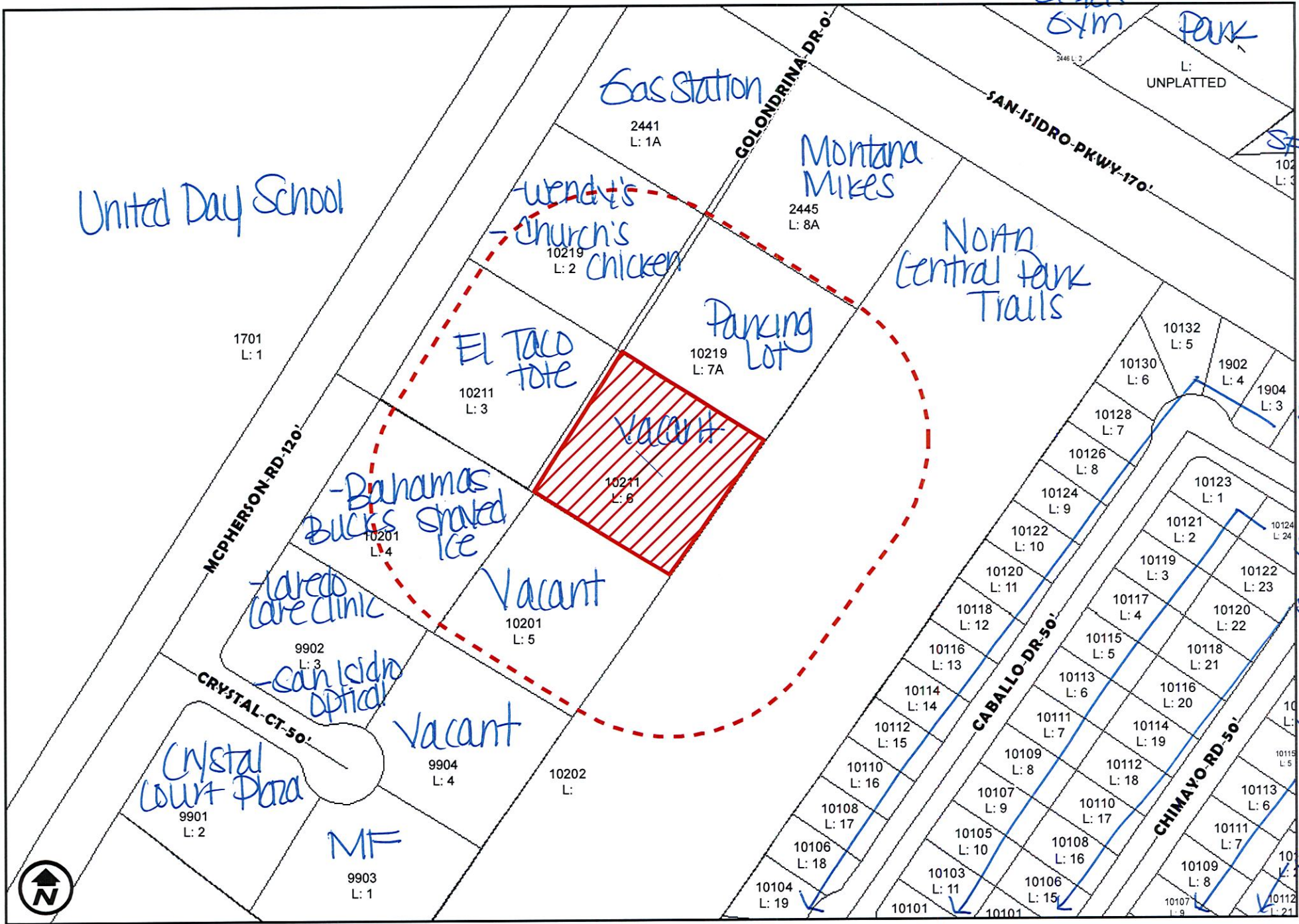
Neighborhood Mixed-Use



Mixed-Use Center



Downtown Mixed-Use



200' NOTIFICATION
1 inch = 150 feet

COUNCIL DISTRICT 6
10211 GOLONDRINA DR

APPLICATION FOR
C.U.P. (CONDITIONAL USE PERMIT)
-> FOOD TRUCK PARK

Parking Schedule Golondrina

Type	Description	Count
9' x 18' (5' Aisle)	Food Truck Pavilion Accessible Parking	1
9' x 18' - 90 deg	Food Truck Pavilion Standard Parking	40
11' x 18' (5' Aisle)	Food Truck Pavilion Van Accessible Parking	1

Grand total: 42

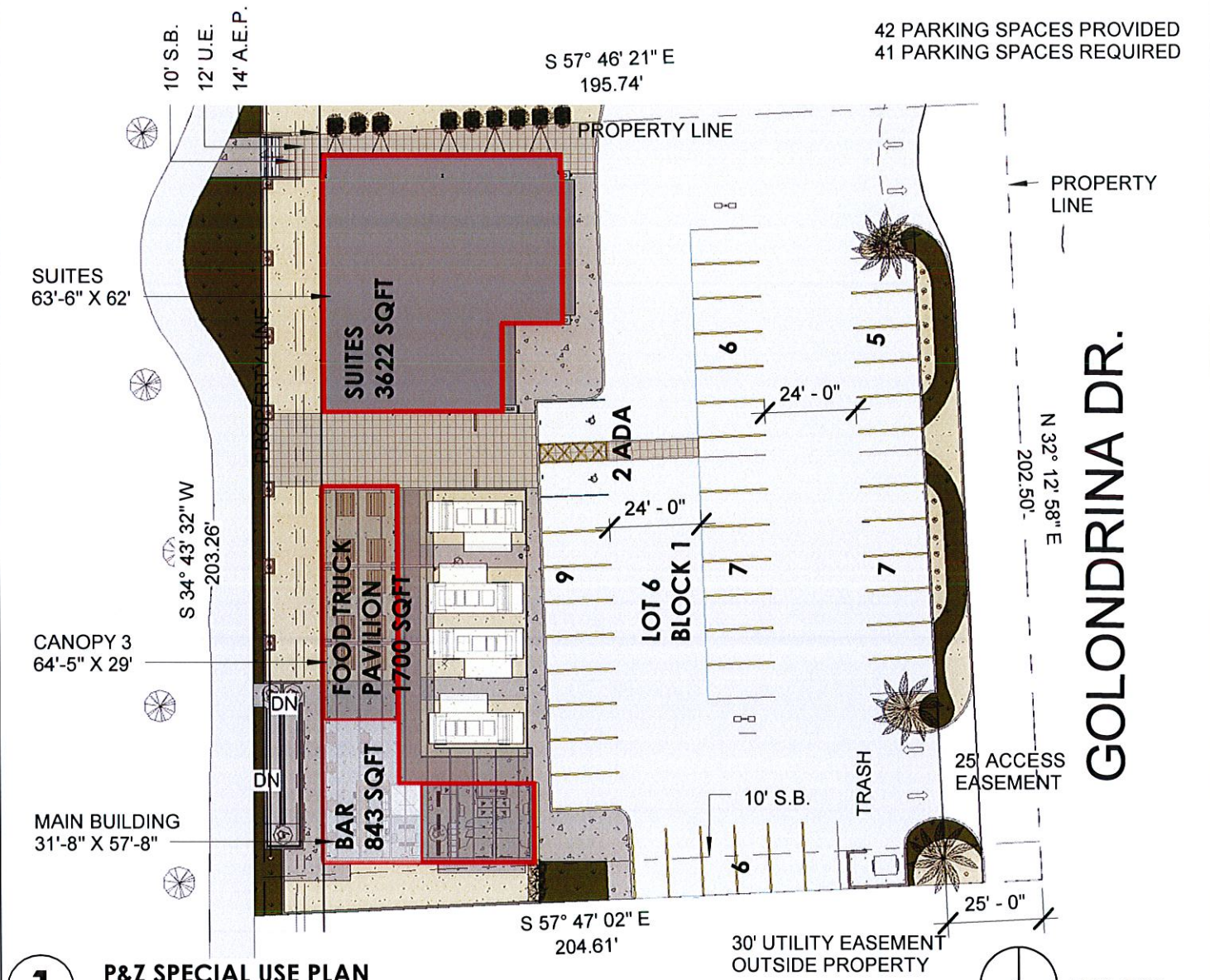
PARKING BASED ON FAST FOOD REQ. AT 1 PER 200.

BAR PARKING BASED ON FAST FOOD REQ. AT 1 PER 60.

SUITES::3622 SQFT
 FOOD TRUCK PAVILION::1700 SQFT
 5322 SQFT AREA
 26.61 PARKING STALLS

BAR:: 843 SQFT = 14.05 STALLS

42 PARKING SPACES PROVIDED
 41 PARKING SPACES REQUIRED



GOLONDRINA DR.

1 P&Z SPECIAL USE PLAN
 1" = 40'-0"

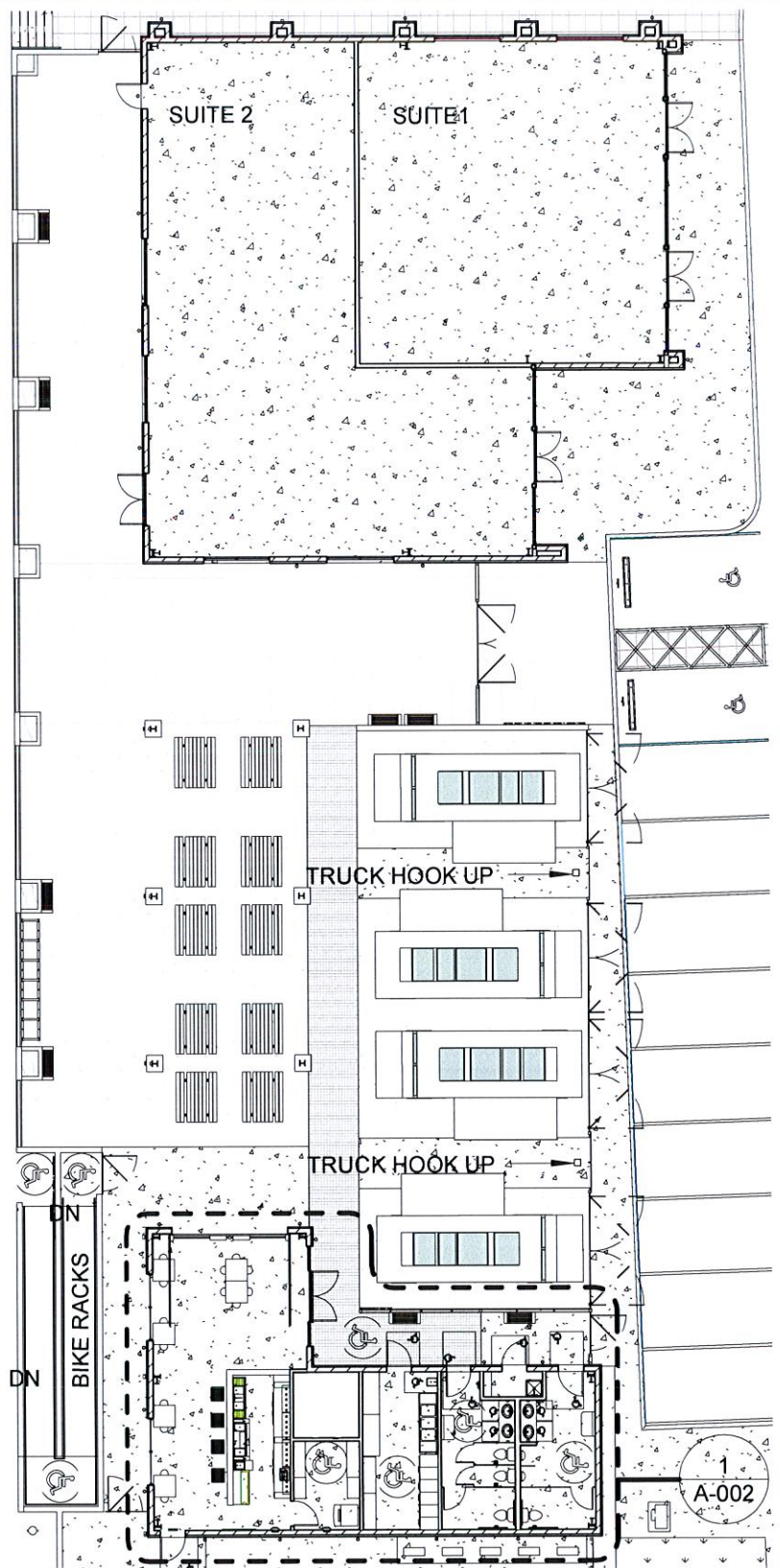
PROJECT NORTH
EXHIBIT "A"



1119 Flores Ave., Ste. 200
 Laredo, TX. 78040
 PH 956.727.5391 FAX 956.727.1551

P&Z SUBMITTAL
 GOLONDRINA FOOD TRUCK
 PARK + RETAIL CENTER

GOLONDRINA RESTAURANTS		A-000
Legal: Lot 6, Blk 1, San Isidro Monarch Subdivision Unit 6		
Address: 10211 Golondrina Drive, Laredo, Texas 78045		Scale 1" = 40'-0"
Project number	120215	
Date	15 NOVEMBER 2017	
Drawn by	FC	
Checked by	TLM	



1

FLOOR PLAN

3/64" = 1'-0"



1119 Flores Ave., Ste. 200
Laredo, TX. 78040
PH 956.727.5391 FAX 956.727.1551

P&Z SUBMITTAL

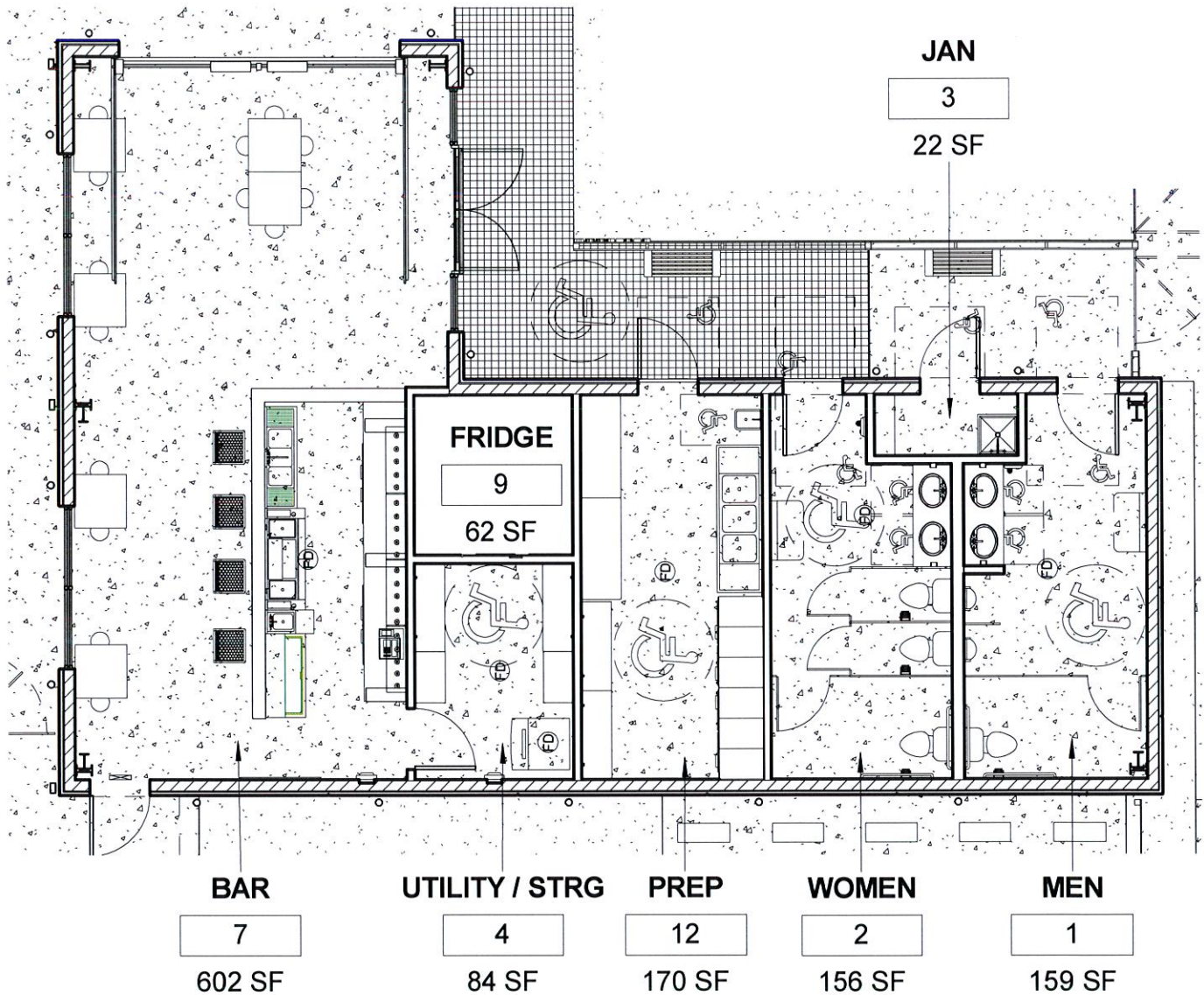
GOLONDRINA FOOD TRUCK
PARK + RETAIL CENTER

GOLONDRINA RESTAURANTS
Legal:
Lot 6, Blk 1, San Isidro Monarch Subdivision Unit 6
Address:
10211 Golondrina Drive, Laredo, Texas 78045

Project number	120215
Date	15 NOVEMBER 2017
Drawn by	FC
Checked by	JJM

A-001

Scale 3/64" = 1'-0"



1 FLOOR PLAN - CALLOUT
1/8" = 1'-0"

SQFT TO INSIDE FACE OF WALLS



1119 Flores Ave., Ste. 200
Laredo, TX, 78040
PH 956.727.5391 FAX 956.727.1551

P&Z SUBMITTAL

GOLONDRINA FOOD TRUCK
PARK + RETAIL CENTER

GOLONDRINA RESTAURANTS

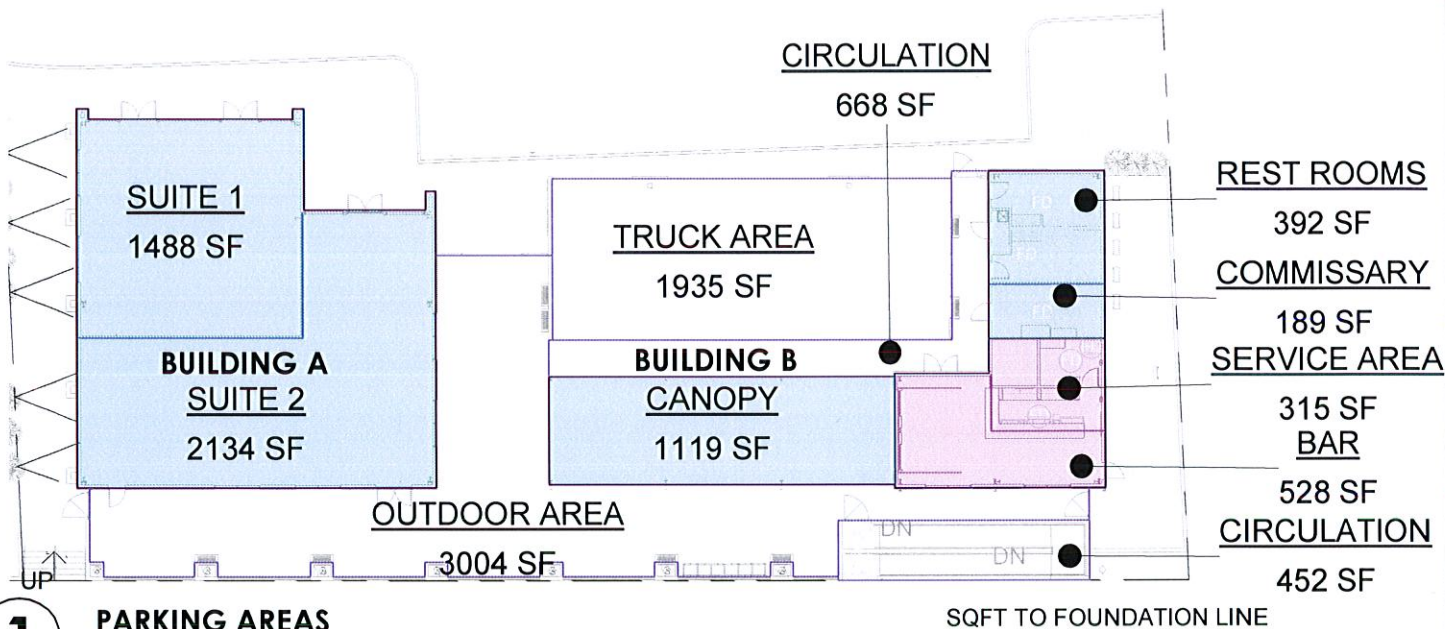
Legal:
Lot 6, Blk 1, San Isidro Monarch Subdivision Unit 6

Address:
10211 Golondrina Drive, Laredo, Texas 78045

Project number	120215
Date	15 NOVEMBER 2017
Drawn by	FC
Checked by	JJM

A-002

Scale 1/8" = 1'-0"



1

PARKING AREAS

1/32" = 1'-0"

FLOOR AREA

RECREATIONAL TOTAL: 843 SF / 60 = 14.05 (PARKING SPACES)

(3) RECREATIONAL OR ENTERTAINMENT:
 (a) Bars, night clubs, dance halls, cantinas
 One for each 60 sq. ft. of floor area, or one (1) space for each three (3) seats, whichever is greater

BAR 528 SF / 60 = 8.8 PARKING SPACES

SERVICE AREA 315 SF / 60 = 5.25 PARKING SPACES

FAST FOOD TOTAL: 5322 SF / 200 = 26.61 (PARKING SPACES)

(2) Fast food (with or without drive-through)
 One (1) per each 200 sq. ft.; with drive-through add eight (8) stacking spaces for each service lane.

SUITE 1 1488 SF / 200 (RESTAURANT SHELL) = 7.44 PARKING SPACES

SUITE 2 2134 SF / 200 (RESTAURANT SHELL) = 10.67 PARKING SPACES

CANOPY 1119 SF / 200 = 5.59 PARKING SPACES

COMMISSARY 189 SF / 200 = .95 PARKING SPACES

RESTROOMS 392 SF / 200 = 1.96 PARKING SPACES

PARKING TOTAL REQUIRED:: 40.66 = 41 PARKING SPACES

TOTAL PROVIDED:: 42 PARKING SPACES



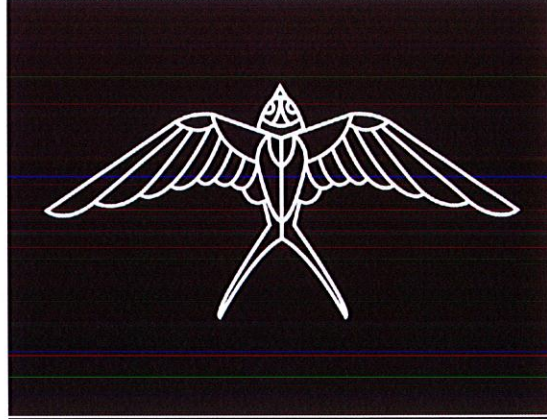
1119 Flores Ave., Ste. 200
 Laredo, TX. 78040
 PH 956.727.5391 FAX 956.727.1551

P&Z SUBMITTAL

GOLONDRINA FOOD TRUCK
 PARK + RETAIL CENTER

GOLONDRINA PARKING AREAS

Project number	120215	A-003
Date	15 NOVEMBER 2017	
Drawn by	FC	
Checked by	JJM	
		Scale As indicated



Golondrina Park — Narrative Description

Golondrina Park plans on being the first permanent food truck park in Laredo, Texas. Located at 10211 Golondrina Drive (Lot 6, Block 1, Unit 6, San Isidro Monarch), it will be an open-air dining experience with a maximum of 4 food trucks, a commissary kitchen, a commercial building, a temporary space for live music, and a beverage center serving a variety of drinks (alcoholic and non-alcoholic). Golondrina Park strives to become a culinary hotspot; great for family dining and a fun night out.

A New Way to Dine in Laredo:

Food trucks have much lower start-up costs than traditional brick and mortar restaurants, providing an outlet for new chefs to establish themselves in the community. We want to be an incubator for aspiring restaurateurs and offer a venue for creative chefs to present Laredoans with new, healthy, and delicious food options. Food truck parks are more than just places to eat, but become part of the social fabric of a community. They serve as impromptu gathering places for family, friends and neighbors.

Proposed Use/Site Description:

The site will be separated in six sections. They are the (1) food truck parking stalls (2) covered seating (3) uncovered open area bordering park for lawn games (4) building with beverage center, bathrooms and commissary kitchen, (5) commercial building and (6) a parking lot. The seating area of the site will be fully fenced. The food trucks will be housed in designated parking areas that have access to meters providing electricity, potable water, and a disposal for grey water that is directed to a grease trap. The covered canopy will have fans for cooling in the hot summer months. We will have separate men's and women's restroom facilities on site, along with on-site dumpster for waste disposal. We will also have an on-site food commissary that meets all guidelines per the City of Laredo Health Department. The commissary will have hot and cold water available, a three-compartment sink, food preparation tables, and refrigerator,

freezer, and storage allocated spaces. This commissary will be available to on-site food trucks only.

Hours of Operation:

Hours of operation have not been finalized, but we plan to be open 7 days a week (with the exception of some national holidays). The hours of operation for the food trucks, commercial building and beverage center will be between the hours of 7AM – 2AM.

Maintenance of Site/Employees:

Golondrina Park will make sure that there are always employees on site to maintain the property and keep operations running smoothly. The community eating area will be kept clean with all trash being properly disposed of. The bathrooms will be routinely checked to make certain facilities are sanitary, and all food trucks are monitored to ensure they are following protocols to preserve smooth operations. Food trucks will all be individually responsible for staffing trucks.

Number of Vehicles/Parking:

We will have ample parking; achieving more than the required spaces using a combination of the fast food restaurant and bar parking space formulas within the parking ordinance of the Laredo Land Development Code. We met with the Building Department Director and Staff, and after discussions were directed to abide by the fast food restaurant parking space formula for the food trucks because it most closely resembled our use. We will have 40 regular parking spaces and 2 ADA parking spaces for a total of 42 parking spaces.

Fast food restaurants require one per each 200 sq.ft. The canopy area for seating and the non-bar components of the building are a total of 5,322 sq.ft. At 200 sq.ft. per space we would need a total of 26.61 parking spaces. The beverage center "bar" area require one per each 60 sq.ft. The bar totals 843 sq.ft. which would equate to a total of 14.05 parking spaces. If you add 26.62 +14.05 = 40.66 parking stalls needed, so we have 1.34 stalls of excess capacity.

In Closing:

Golondrina Park strives to create a safe, fun, and inviting atmosphere that is family, kid, and pet friendly; a place where friends can converge to eat great food, have a cold brew and come together as a community. We look forward to making this dream a reality.

(jj)	Veterinary hospital	One (1) per each 200 sq. ft. up to 5000 sq. ft.; one (1) per each 250 sq. ft. if greater than 5000 sq. ft.
(kk)	Banks, financial institutions	One (1) for each 200 sq. ft. of floor area plus eight (8) stacking spaces for each drive-thru service lane; two (2) stacking spaces per ATM.
(ll)	Pawn shop	One (1) per each 200 sq. ft. up to 5000 sq. ft.; one (1) per each 250 sq. ft. if greater than 5000 sq. ft.
(mm)	Martial arts studio	One (1) per each 200 sq. ft.
(nn)	Dance/Gymnastics/Performing arts studio	One (1) per each 200 sq. ft.
(oo)	Barber or Beauty shop	One (1) per each 200 sq. ft.
(pp)	Dry cleaning	One (1) per each 200 sq. ft. plus two (2) stacking spaces for drive-through.
(qq)	Offices	One (1) for each 250 sq. ft. of floor area.
(rr)	Medical Clinic (physician and/or dentist)	One (1) for each 200 sq. ft. of floor area.
(ss)	Medical Clinic (chiropractic)	One (1) for each 200 sq. ft. of floor area.
(tt)	Medical Clinic (physical therapy)	One (1) for each 200 sq. ft. of floor area.
(uu)	Medical Clinic (optometry)	One (1) for each 200 sq. ft. of floor area.
(vv)	Restaurants	
(1)	Sit down restaurants	<i>Twelve (12)</i> parking spaces per 1,000 sq. ft.
(2)	Fast food (with or without drive-through)	One (1) per each 200 sq. ft.; with drive-through add <i>six (6)</i> stacking spaces for each service lane.
(3)	Carry-out restaurants (no customer seating or dining area)	One (1) parking space per 200 sq. ft.
(ww)	Flea markets	One (1) parking space per booth plus one (1) parking space for each 2,000 sq. ft. of land area not used for parking.
(xx)	Bed and Breakfast	One (1) parking space for each guestroom plus one (1) parking space for the owner / occupant and one (1) space for each employee. Except for the driveway, the front yard shall not be used for parking in a Residential Office (R-O) District.
(yy)	All other types of commercial /service uses	One (1) for each 200 sq. ft. of business or commercial floor area uses permitted in any business district.

FOOD TRUCK REQUIREMENTS

City of Laredo will be conducting a pilot for Food Truck operations, applications will be taken after August 1, 2015. The following are the food regulations that persons will have to adhere to.

For more information call 795-4935

- **Written consent of property owner for vending (notarized) on his private property (no food truck will sell on right away).**
- **Approval from Zoning Department on location to be used.**
- **Food truck must be 500 ft. from nearest food establishment.**
- **Written consent for use of restroom (notarized) by establishment with facility.**
- **Verification of approved commissary facility and Menu of items to be sold.**
- **Grease, waste water and waste disposal plan and agreement with private company or with the commissary.**
- **Location of waste water disposal.**
- **Unit must have hot and cold water available and a three (3) compartment sink.**
- **Food Manager's certification and employees must have valid food handler certificate.**
- **Valid sales tax certificate.**
- **Self contained truck, in good mechanical conditions and presentation, must have current registration, inspection & license plates.**
- **Valid TX driver's license, liability insurance, proof of criminal background.**
- **Pay fee for food truck permit: \$350.**
- **Fire Department approval of fire protection requirements, pay inspection fee.**
- **For Parks and Leisure Food Trucks:**
 - **Must have contract with Parks and Leisure (PL) Department and adhere to all rules and regulations set forth by the PL Director.**
 - **If no bathroom in park, FT may have portable bathrooms with external hand washing sink that is serviced daily.**
 - **Can sell only in designated area from the food truck only.**
 - **Pay any fee established by Parks and Leisure.**

ZC-23-2017: SUP for Food truck park on Lot 6, Block 1, San Isidro Monarch Subdivision, located at 10211 Golondrina Dr.

I Ether Perez of 10701 McPherson Laredo TX 78045
Name Address

object / support _____ the Special Use Permit for the following reason:

This will make an unreasonable competition in the area while we are investing on good quality business and buildings they will downgrade the area compromising our investment. This will increas animals, trash, etc.

(956)2354288
Telephone

[Signature]
Signature

12-14-17
Date

1120 San Bernardo Ave. P.O. Box 579 Laredo, Texas 78042 (956)794-1613 (956)794-1624 fax



CITY OF LAREDO
PLANNING DEPARTMENT

Thursday

December 11, 2017

Dear Property Owner:

The zoning ordinance for the City of Laredo requires that when a Special Use Permit is requested for any property, owners within 200 feet of that property be notified and offered the opportunity to express their opinions regarding the request.

A request has been received for a **Special Use Permit**, on **Lot 6, Block 1, San Isidro Monarch Subdivision**, located at the following address: **10211 Golondrina Dr.**

The existing zoning designation for this property is **B-3 (Community Business District)** and requires a Special Use Permit for: **Food truck park.**

A public hearing will be held by the Planning and Zoning Commission on Thursday, **December 21, 2017**, at 6:00 p.m. in the City Council Chambers, 1110 Houston, Laredo, Texas. The Commission will give a recommendation to the City Council who will, at a public hearing scheduled at a later date, decide the fate of the application. You are invited to attend this hearing and express your opinions concerning this Special Use Permit request.

If you wish to object or support the proposed Special Use Permit, it is requested that you sign and detach the form below and send it to the Planning Department Office. Your objection or support will be conveyed to the Planning and Zoning Commission and the City Council.

If you have any questions, please contact Ana Villarreal at (956)794-1620, by email at avillarre3@ci.laredo.tx.us or come by the Planning office.

DETACH HERE

ZC-23-2017; SUP for Food truck park on Lot 6, Block 1, San Isidro Monarch Subdivision, located at 10211 Golondrina Dr.

I, Janet Holt of Montana Mikes 2445 San Isidro
Name Address

object / support _____ the Special Use Permit for the following reason:

We are zoned B-3. I purchased and
built based on zone B-3. I strongly
object to the bar/food trucks

210 849 7295
Telephone

Janet Holt
Signature

12/20/17
Date

We will have 2 representative there
to speak at meeting



CITY OF LAREDO

PLANNING DEPARTMENT

December 11, 2017

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-----DETACH HERE-----

ZC-23-2017; SUP for Food truck park on Lot 6, Block 1, San Isidro Monarch Subdivision, located at 10211 Golondrina Dr.

I MARCO HERAS of EL TALCOTE - 10211 Mepherston Rd. Laredo TX.
Name Address

object / support _____ the Special Use Permit for the following reason:

FOOD TRUCK REQUIREMENTS FROM CITY OF LAREDO DO NOT ALLOW A FOOD TRUCK WITHIN 500 FT FROM A RESTAURANT. DEED RESTRICTIONS DO NOT ALLOW MOBILE TRUCKS.

956-744-8382 Telephone [Signature] Signature 12/20/17 Date



ZC-24-2017

10211 Golondrina Dr.

Lot 6, Block 1, San Isidro Monarch Subdivision





Public Hearings (also Intro Ord) 15.

City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Cynthia Collazo, Deputy City Manager

Initiated By: Frances Salinas Owner; Golondrina Holdings/ Gerardo G.S. Salinas, Applicant

Staff Source: Nathan Bratton, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a Bar on Lot 6, Block 1, San Isidro Monarch Subdivision, located at 10211 Golondrina Dr.
ZC-23-2017

Staff supports the application and Planning & Zoning Commission recommends approval of the Conditional Use Permit.
District VI

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: VI – The Honorable Charlie San Miguel.

Proposed use: Bar.

Site: The site is currently vacant and undeveloped.

Surrounding land uses: North of the site is Tato Tote, Church's Chicken, and Wendy's. South and east of the site is the North Central park Trails and a single family residential district. To the east of the site is Bahamas Bucks Shaved Ice, Laredo Care Clinic, San Isidro Hospital and United Day School.

Comprehensive Plan: The Future Land Use Map recognizes this area as Light Commercial.

Transportation Plan: The Long Range Thoroughfare Plan has no designation for Golondrina Dr.

Letters sent to surrounding property owners: 6 In Favor: 0 Opposed: 3

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 7 to 2 vote, recommended approval of the proposed Conditional Use Permit.

STAFF RECOMMENDATION

The Laredo Land Development Code (Section 24.63: Permitted Uses) permits Bars in zones AE, CBD (with a SUP in HCBD), B-4, M-1, M-2 and MXD. The applicant is applying for a Conditional Use Permit. Section 24.94.5(A)(3): Conditional Use Permit Application Submittal Criteria state that, "Applications for properties currently zoned B-1, B-1R, CBD, **B-3**, or B-4, may only seek conditional status for those uses permitted by zones B-1R, CBD, B-3, **B-4** or M-1 of higher intensity." **This property is currently zoned B-3.**

Staff supports the request of the proposed CUP at this location for the following reasons:

1. The proposed use is compatible with the surrounding zones and uses.
2. The proposed use is located along a commercial corridor and will not introduce more intense uses in the area.
3. The proposed use complies with the Off-street parking as required by the Land Development Code Book.
4. The property complies with the minimum distance separation of three hundred (300) feet of any church, public school, public park, residential structure or residential zoning district as required by the Laredo Land Development Code.

Staff Comments (cont.)

APPLICANT'S REQUEST:

The applicant has requested to extend the commencement of the use 3 months, for a total of 9 months before the Conditional Use Permit gets revoked and removed from the City or Laredo Zoning Map as required by the Land Development Code Section 24.94.10 shown below .

Section 24.94.10 1(D)

"The use of which the Conditional Use Permit was authorized must commence within six months of City Council's final approval date".

Should the Commission recommend approval of the proposed CUP, staff suggests the following conditions:

1. The Conditional Use Permit is issued to Frances Salinas, Golondrina Holdings and Gerardo G.S. Salinas, Applicant, for a bar, and is non-transferable.
2. The Conditional Use Permit is restricted to approx. 843 S.F., Exhibit "A", which is made part hereof for all purposes.
3. Hours of operation shall be from 10 a.m. to 2:00 a.m. from Monday through Sunday, as further described in letter, Exhibit "B", which is made part hereof for all purposes.
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.

5. Signage is limited to that allowed in a B-3 District and shall be consistent with TABC rules and regulations.
6. Off-site parking is prohibited.
7. Owner shall provide parking spaces in compliance with Section 24.78 and 24.78.3 of the Laredo Land Development Code, for commercial parking, parking space dimensional requirements, loading space requirements and dimensions, paving, drainage, maintenance, lighting, location of parking spaces, disabled vehicles, joint use of parking spaces (on-site), wheel blocks, access and maneuvering space requirements, width of access driveway in business and industrial districts, as required by ordinance.
8. Outdoor ambient music and speakers are allowed, and there shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
9. The bar shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
10. The bar shall undergo an annual Fire Inspection.
11. The bar shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy issued to business holder.
12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
13. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
14. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
15. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.
16. Owner shall comply with Building, Health, Safety, and all applicable codes and regulations as required.
17. The bar shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not to exceed the required alcohol sales percentage).
18. The owner shall provide the City of Laredo Planning Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance

Aerial Map

Zoning Map

Zoning Overview Map

Measurements Map

Dimensions Map

Future Land Use Map

Land Use Equivalents Chart

Land Development Code Book

Measurements Map

Additional Requirements

Survey and Exhibits

Correspondence

Pictures

ORDINANCE NO. 2018-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A CONDITIONAL USE PERMIT FOR A BAR ON LOT 6, BLOCK 1, SAN ISIDRO MONARCH SUBDIVISION, LOCATED AT 10211 GOLONDRINA DR.; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for a Bar on Lot 6, Block 1, San Isidro Monarch Subdivision, located at 10211 Golondrina Dr.; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on December 21, 2017; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the issuance of the Conditional Use Permit; and,

WHEREAS, notice of the Conditional Use Permit request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on January 16, 2018, on the request and finds the Conditional Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing a Conditional Use Permit for a Bar on Lot 6, Block 1, San Isidro Monarch Subdivision, located at 10211 Golondrina Dr.

Section 2: The Conditional Use Permit is further restricted to the following provision here with adopted by the City Council:

1. The Conditional Use Permit is issued to Frances Salinas, Golondrina Holdings and Gerardo G.S. Salinas, Applicant, for a bar, and is non-transferable.
2. The Conditional Use Permit is restricted to approx. 843 S.F., Exhibit "A", which is made part hereof for all purposes.
3. Hours of operation shall be from 10 a.m. to 2:00 a.m. from Monday through Sunday, as further described in letter, Exhibit "B", which is made part hereof for all purposes.

4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage is limited to that allowed in a B-3 District and shall be consistent with TABC rules and regulations.
6. Off-site parking is prohibited.
7. Owner shall provide parking spaces in compliance with Section 24.78 and 24.78.3 of the Laredo Land Development Code, for commercial parking, parking space dimensional requirements, loading space requirements and dimensions, paving, drainage, maintenance, lighting, location of parking spaces, disabled vehicles, joint use of parking spaces (on-site), wheel blocks, access and maneuvering space requirements, width of access driveway in business and industrial districts, as required by ordinance.
8. Outdoor ambient music and speakers are allowed, and there shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
9. The bar shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
10. The bar shall undergo an annual Fire Inspection.
11. The bar shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy issued to business holder.
12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
13. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
14. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
15. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.
16. Owner shall comply with Building, Health, Safety, and all applicable codes and regulations as required.
17. The bar shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not to exceed the required alcohol sales percentage).
18. The owner shall provide the City of Laredo Planning Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.

Section 3: This ordinance shall be published in a manner provided by Section 2.09(D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Conditional Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.94.10, entitled “Revocation,” according to the criteria and procedures described therein and below:

1. Criteria

Any Conditional Use Permit, authorized by City Council, shall be considered in noncompliance and shall be revoked and removed from the City of Laredo Zoning Map, in the event a court of law finds the use in violation of any of the following conditions:

- A. The use established on site does not conform, at any time, with any or all permit condition(s) approved by the City Council and or any local, state, or federal law.
- B. The activity authorized by the Conditional Use Permit commences prior to the institution of all conditions imposed by the Conditional Use Permit.
- C. Discontinuance of the Council approved conditional use for a period of six (6) consecutive months.
- D. The use of which the Conditional Use Permit was authorized does not commence within nine months of City Council’s final approval date.

2. Procedures

Should City of Laredo Enforcement Official inspection reveal noncompliance with Laredo Land Development Code, Subsection 24.94.10, Conditional Use Permit revocation procedures shall commence as below stipulated:

- A. A Zoning Officer shall, upon discovery of conditional use permit noncompliance as per Subsection 24.94.10, issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the current City Council approved Conditional Use Permit for that location.
- B. If noncompliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official shall issue a written citation.
- C. Should the citation result in a guilty verdict, the City of Laredo shall consider the Conditional Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.
- D. The Planning Director shall then issue the permit holder written notification of the Conditional Use Permit’s official revocation and removal from the City of Laredo Zoning Map.
- E. In the event of discontinuance or failure to commence as stipulated in Subsection 24.94.10.1 D and E of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Conditional Use Permit’s official revocation and removal from the City of Laredo Zoning Map.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE
_____ DAY OF _____, 2018.

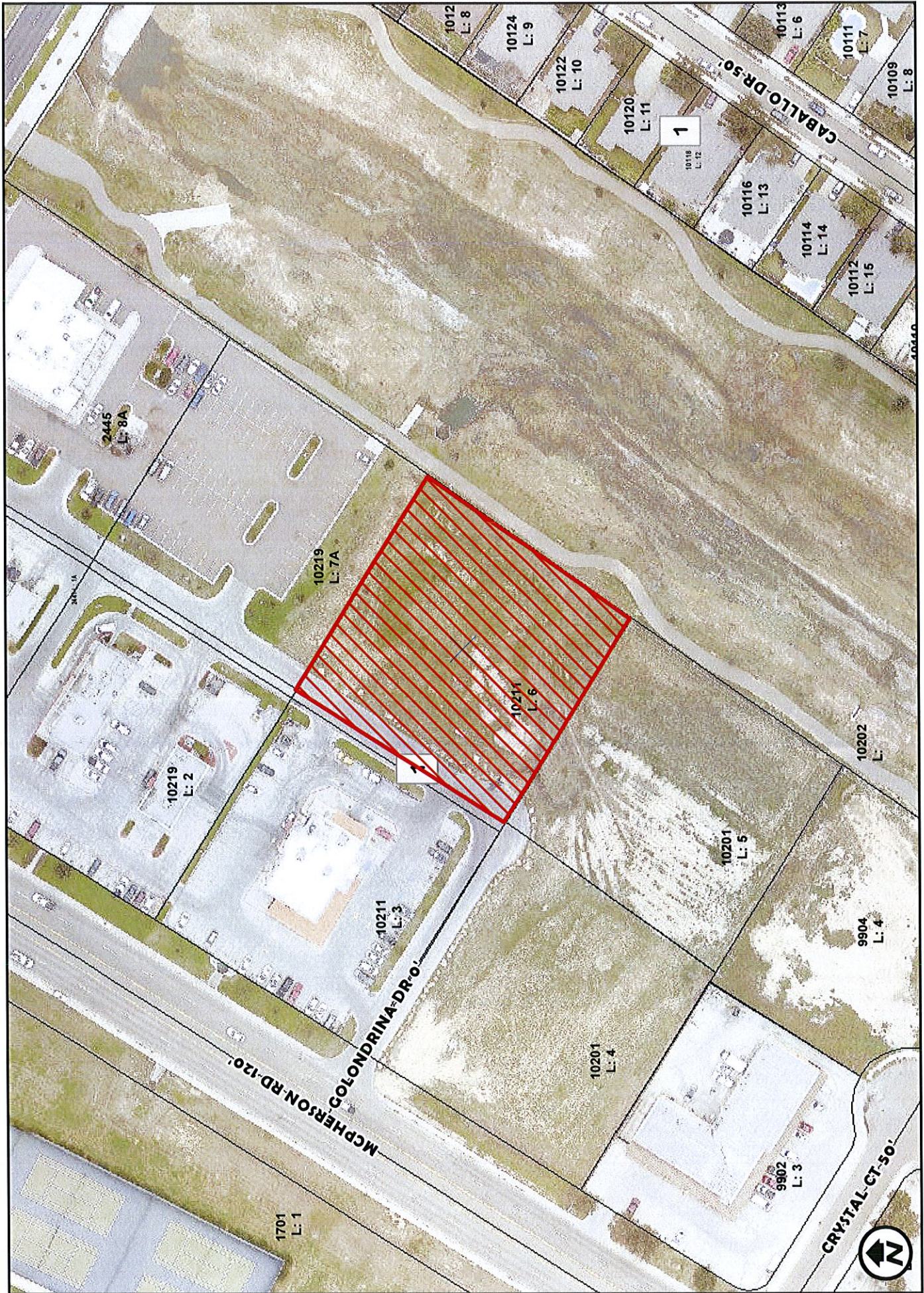
PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

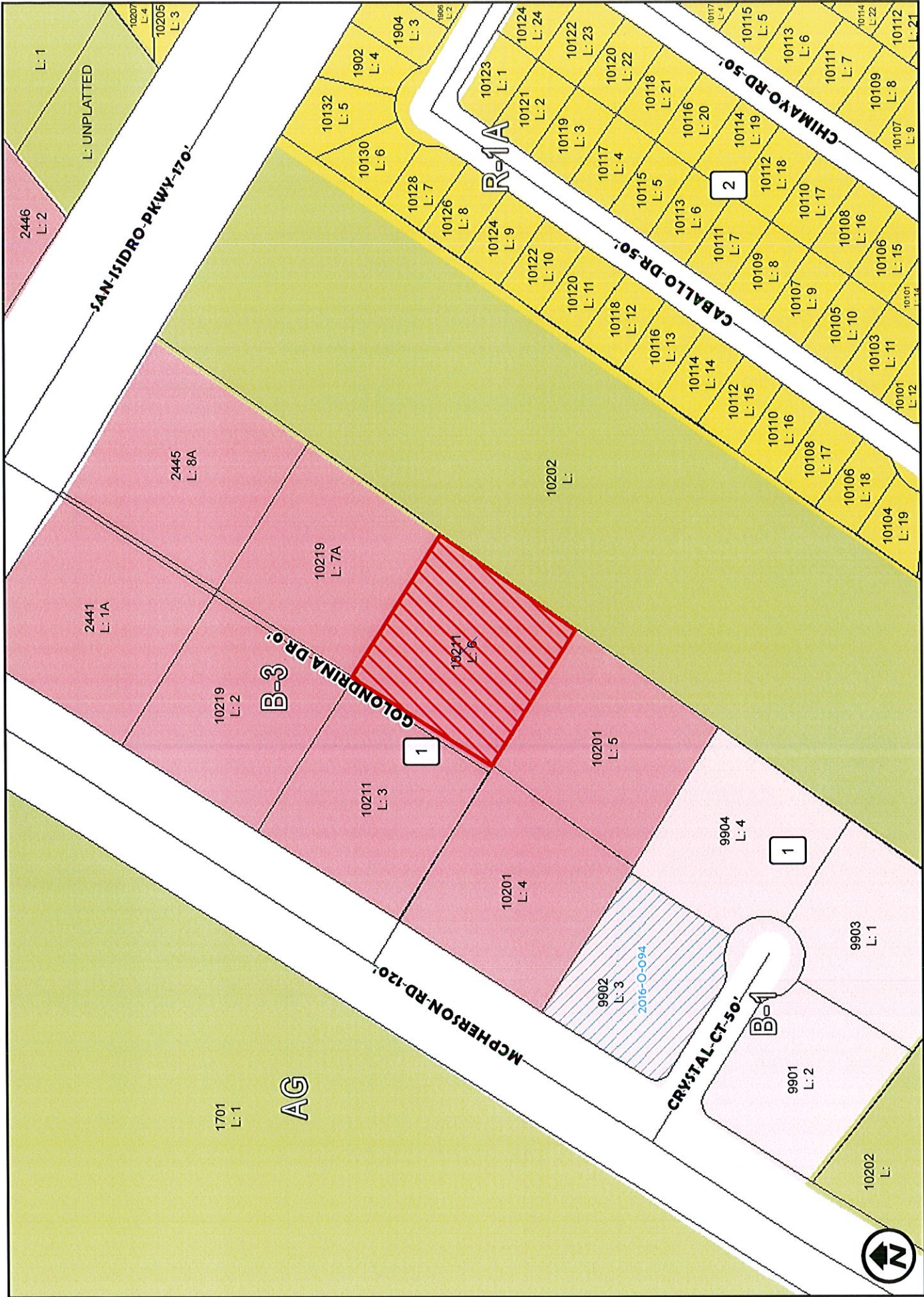
KRISTINA K. LAUREL HALE
CITY ATTORNEY



APPLICATION FOR
 C.U.P. (CONDITIONAL USE PERMIT)
 -> BAR

COUNCIL DISTRICT 6
 10211 GOLONDRINA DR

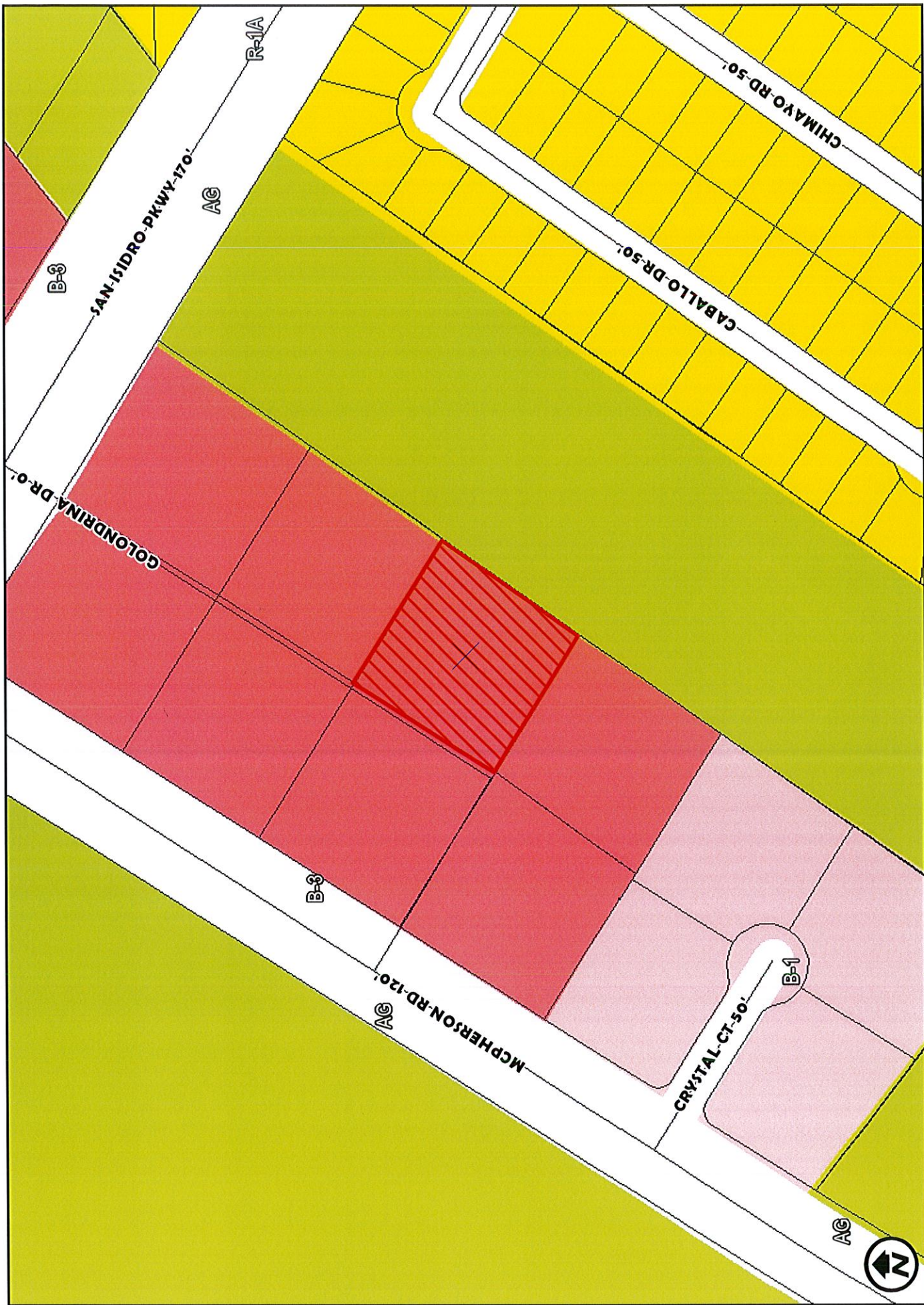
AERIAL MAP
 1 inch = 100 feet



APPLICATION FOR
 C.U.P. (CONDITIONAL USE PERMIT)
 -> BAR

COUNCIL DISTRICT 6
 10211 GOLONDRINA DR

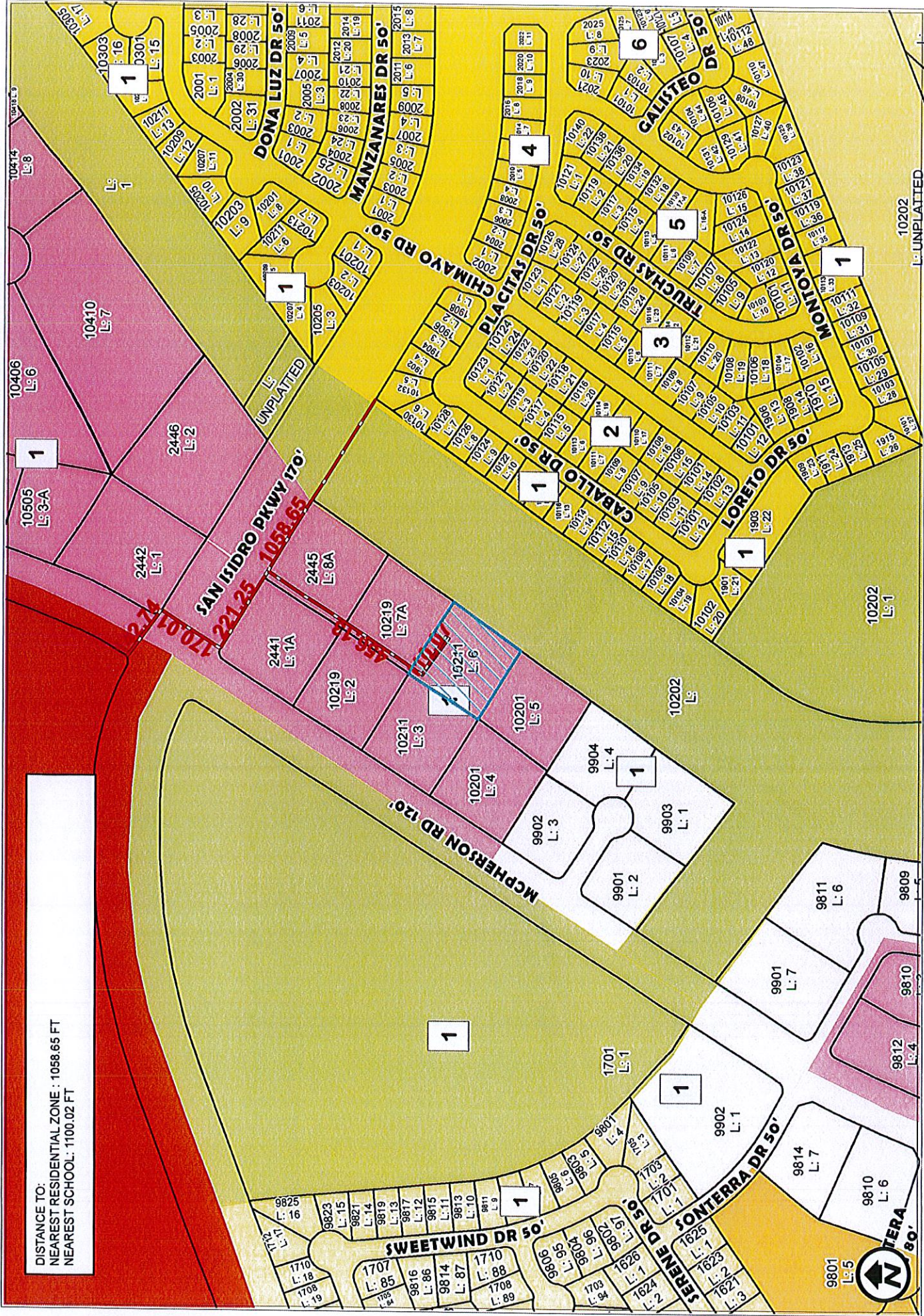
ZONING MAP
 1 inch = 150 feet



APPLICATION FOR
 C.U.P. (CONDITIONAL USE PERMIT)
 -> BAR

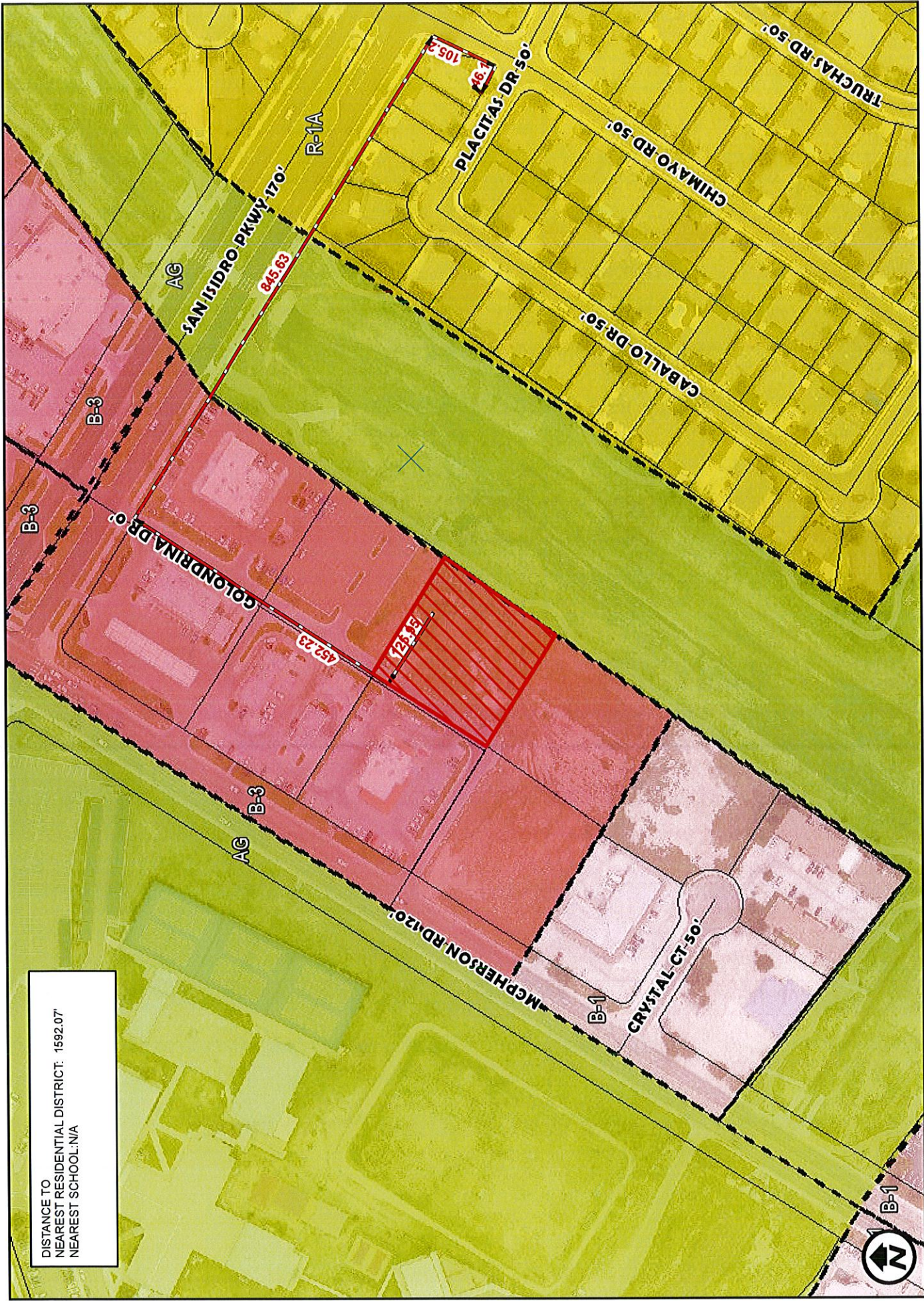
COUNCIL DISTRICT 6
 10211 GOLONDRINA DR

ZONING OVERVIEW
 1 inch = 150 feet



MEASUREMENTS
 1 inch = 300 feet

COUNCIL DISTRICT 6
 10211 GOLONDRINA DR

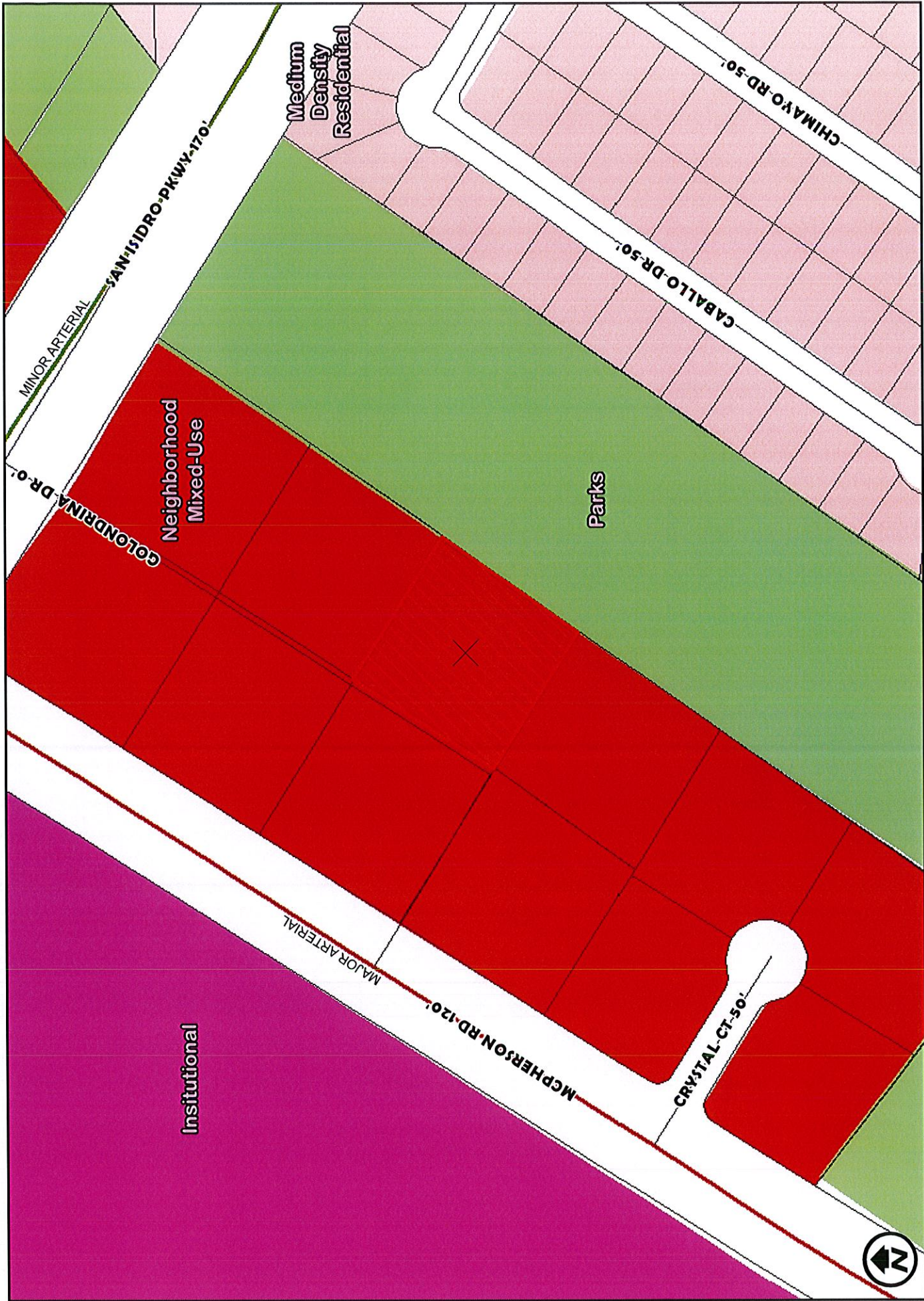


DISTANCE TO
 NEAREST RESIDENTIAL DISTRICT: 1592.07'
 NEAREST SCHOOL: N/A

APPLICATION FOR
 C.U.P. (CONDITIONAL USE PERMIT)
 -> BAR

COUNCIL DISTRICT 6
 10211 GOLONDRINA DR













MEASUREMENTS
 1 inch = 183 feet



APPLICATION FOR
 C.U.P. (CONDITIONAL USE PERMIT)
 -> BAR

FUTURE LANDUSE MAP COUNCIL DISTRICT 6
 10211 GOLONDRINA DR
 1 inch = 150 feet

Land Use Equivalents Chart

New Land Use Types	Current Zoning Groups
 Agricultural / Rural	AG
 Low Density Residential	R-1, R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions *
 Medium Density Residential	R-1, R-O, R-2, B-1R, R1-B, Small format market
 High Density Residential	R-3, R-2, B-1R, B-1, R-O
 Neighborhood Mixed-Use	ALL EXCEPT M-1, M-2, B-4, AH, AN, FH, OG, FiH
 Mixed-Use Center	ALL EXCEPT, M-1, M-2, AH, AN, FH, OG. B4 allowed with exceptions**
 Downtown Mixed-Use	CBD, R-1, R-2, R-3, R-1B, R-1A, R-O, AE
 Institutional	CF, MF
 Light Industrial	M-1, B-4, B-3
 Heavy Industrial	M-1, M-2, B-4, B-3, FiH
 Transportation	AH, AN
 Parks	

* RO within a Low Density Residential is allowed with the exception of restaurants.

** Land uses allowed under a B4 are allowed with the exception of the following uses***:

- Farms, General (Crops & Livestock)
- Farms, General (Livestock/Ranch)
- Bulk Grain And/Or Feed Storage
- Veterinarian (Outdoor Animal Confinement)
- Stables (Private, Principle Use)
- Stables (Private, Accessory Use)
- Stables (Commercial)
- Auto Wrecker Service
- Inoperable Vehicle Holding Yard
- Jail
- Halfway House
- Scrap/Waste Recycle Collection
- Zoo
- Horse Training Facility
- Amusement Redemption Machine Establishment
- Auto Impound Yards
- Auto Salvage Yards
- Transit and Maintenance Vehicle Equipment Facility
- Collection Container

The intent of this table is to provide a transitional language between the uses recommended within the vision of this plan and the current land development uses which are organized through the use of zones. When the city's land development code is revised and adopted according to this plan, this table will no longer be necessary. This table should not be used to directly translate the current zoning to new land development code revisions. City staff should use discretion and best planning practices if using this table as guide in any approval process.

***Note: exceptions only apply to the extent that they do not contradict any other ordinances such as the Urban Agriculture Ordinance, as an example.



The city has no water features; only Casa Blanca. North Laredo Central Park could be turned into a river walk with an urban recreational lake surrounded by businesses.



Create incentives for job creation, economic development, and alternative land development options (higher and lower density).



Land Uses

Place types and neighborhoods are made up by different land uses in the future land use map. Specified land uses however, are not meant to equate to single-use zoning areas. Rather a land use type in the future land use map describes the overall character of a neighborhood.

Neighborhoods are generally made up of residential and mixed-use designations:

- Low-Density Residential** describes a neighborhood whose character is primarily defined by single-family homes. A diverse range of lot sizes and unit types is encouraged, along with an interconnected network of blocks, streets and public spaces. Denser housing types such as duplexes, fourplexes and small apartment buildings should be designed to fit into the character of a single-family residential neighborhood. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.
- Medium-Density Residential** describes a neighborhood that is primarily residential in character, but includes a full range of range of residential building types. These include single-family homes in small and medium sized lots, attached rowhouses and apartment buildings. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.



Low Density Residential



Medium Density Residential



High Density Residential

- **High-Density Residential** describes a neighborhood whose character is primarily defined by multi-family residential building types, but can also include single family homes in small lots and neighborhood-serving businesses. A diverse range of housing types is encouraged, including attached rowhouses, small and large apartment buildings, courtyard buildings and small mixed-use buildings. Small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should be sited to provide landmarks to the neighborhood.
- **Neighborhood Mixed-Use** describes a neighborhood-serving mixed-use district that includes multistory, mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.
- **Mixed-Use Center** describes a mixed-use center that includes multistory, mixed-use buildings with commercial, office and residential uses. Regional or neighborhood oriented shopping areas are encouraged as a primary feature. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.
- **Downtown Mixed-Use** describes the most intense urban development in the City of Laredo. Reserved primarily for downtown Laredo, it includes multi-story mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between the downtown and primarily residential neighborhoods. The addition of residential uses on the upper floors of downtown buildings is encouraged as a priority for downtown revitalization.



Neighborhood Mixed-Use



Mixed-Use Center



Downtown Mixed-Use

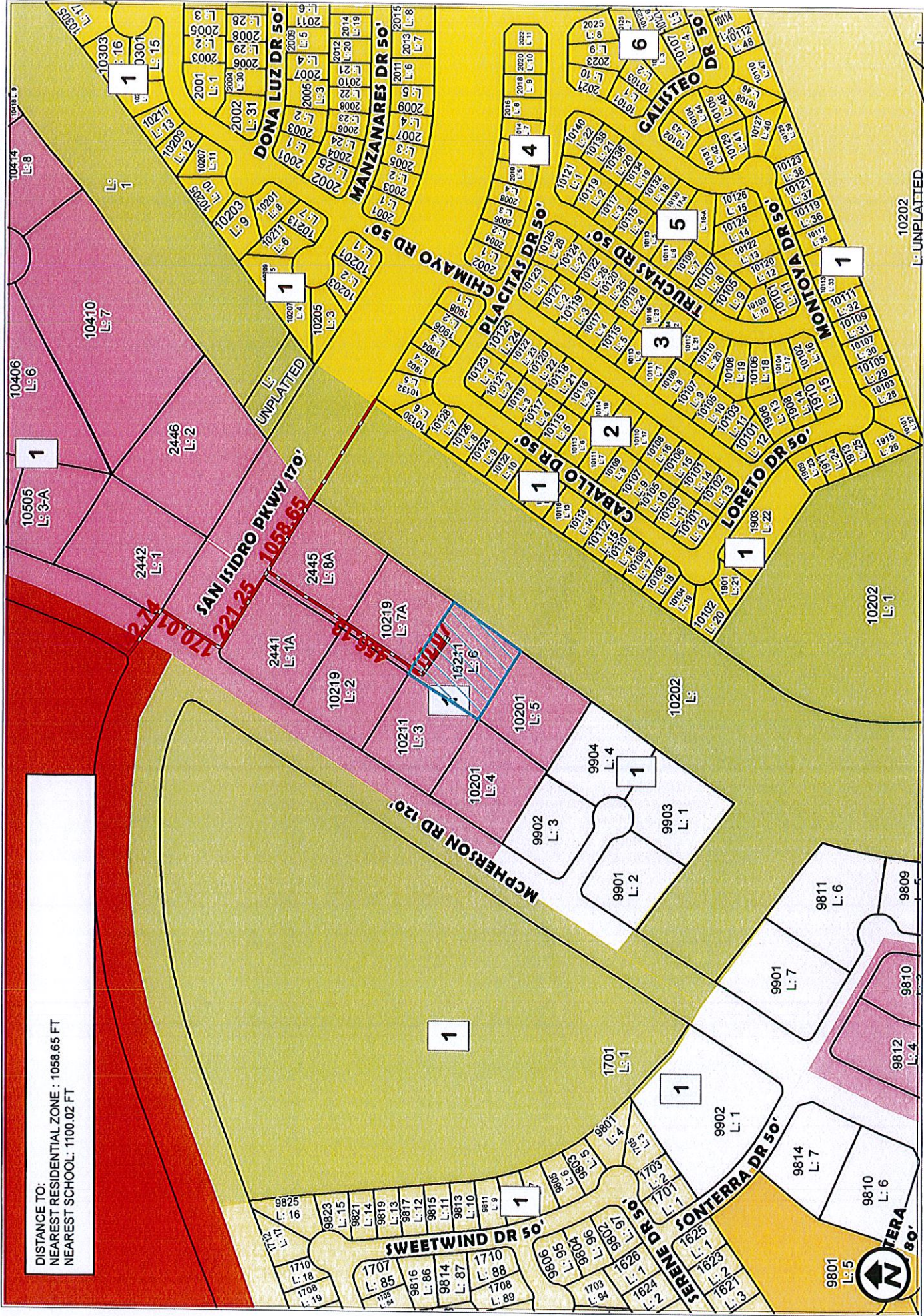
- | | | |
|-------|--|---|
| (zz) | Tool rental (with inside & / or outside storage) | One (1) per each 200 sq. ft. |
| (aaa) | Truck stop | One (1) per every 500 sq. ft. office / reception space plus one (1) for each service bay (exterior or interior) and two (2) stacking spaces for each service bay. |
| (bbb) | Self-service storage/mini-storage | Four (4) spaces plus two (2) for employees. |

(3) RECREATIONAL OR ENTERTAINMENT

- | | | |
|-----|---|--|
| (a) | Bars, night clubs, dance halls, cantinas | One (1) for each 60 sq. ft. of floor area, or one (1) space for each three (3) seats, whichever is greater. |
| (b) | Reception halls, dance halls | One (1) for each 60 sq. ft. of floor area, or one (1) space for each three (3) seats, whichever is greater. |
| (1) | With liquor sales (beer, wine, etc.) | One (1) for each 60 sq. ft. of floor area, or one (1) space for each three (3) seats, whichever is greater. |
| (2) | Without liquor sales (BYOB) | One (1) for each 60 sq. ft. of floor area, or one (1) space for each three (3) seats, whichever is greater. |
| (c) | Bowling alleys | Four (4) for each alley or lane plus one (1) additional space for each 100 sq. ft. of the area used for restaurant, cocktail lounge, or similar use. |
| (d) | Skating rinks | One (1) for each 100 sq. ft. of floor area used for the activity. |
| (e) | Outdoor swimming pools or other public or private recreation facilities | One (1) for each five (5) person capacity plus one (1) for each four (4) seats or one (1) for each 30 sq. ft. floor area used for seating purposes whichever is greater. |
| (f) | Auditoriums, sports arenas | One (1) for each four (4) seats plus one (1) each 30 sq. ft. floor area used for non-permanent seating. |
| (g) | Amusement Redemption Machine Establishments | One (1) for each 100 sq. ft. of floor area or one (1) space for each four (4) seats, whichever is greater. |
| (h) | Theater (both motion picture and live) | One (1) for every four (4) seats. |
| (i) | Laser Hide and Seek Games(indoor & outdoor) | One (1) per six (6) seats or one (1) per 30 sq. ft. of area used for non-permanent seating. |
| (j) | Go-Cart track | One (1) per six (6) seats or one (1) per 30 sq. ft. of area used for non-permanent seating. |
| (k) | Golf course/driving range | Six (6) per hole/ one (1) per six (6) seats or one (1) per 30 sq. ft. of club house if no permanent seats. |
| (l) | Shooting range (indoor and | One (1) per six (6) seats or one (1) per 30 sq. ft. of area |

(b) The City Council may grant a Special Use Permit (SUP) for a restaurant serving alcohol in R-O (Residential/Office District), B-1 (Limited Commercial District), and B-3 (Community Business District) under the following conditions:

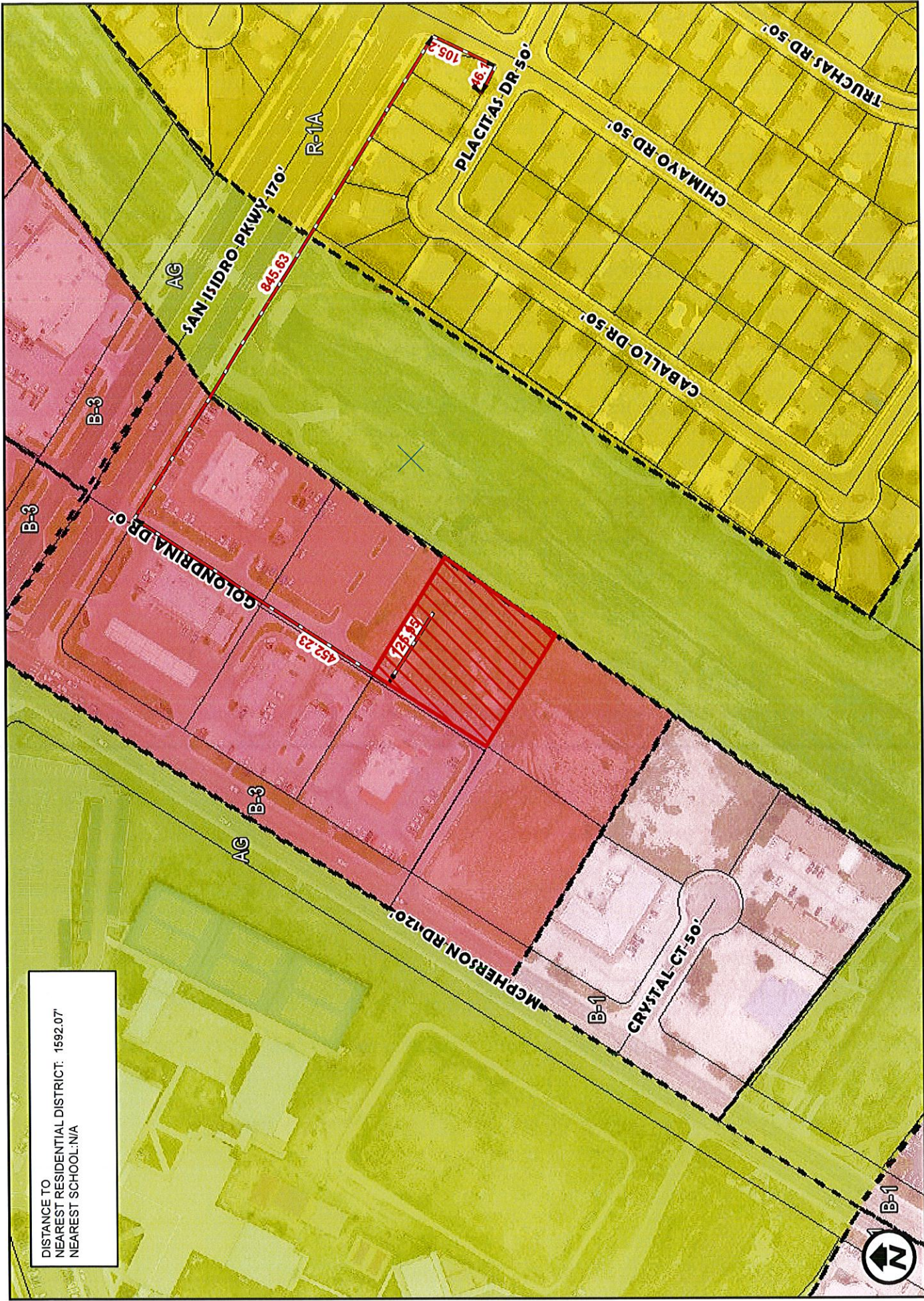
- (1) Establishments serving alcohol shall not be located within three hundred (300) feet of any church, public school, public park, residential structure or residential zoning district. The measurement is to be made from the front door of the establishment serving alcohol to the nearest property line (by shortest route) to the front door of the church, public school, entrance to the public park, front door of the residential structure or zoning district boundary and in a direct line across intersections wherever they occur and consistent with the measurement methodology as has been adopted by the Texas Alcoholic Beverage Commission.
- (2) Establishments located within the R-O (Residential/Office District) shall not exceed 3,000 sq. ft. in floor area.
- (3) Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
- (4) Landscaping shall be provided in accordance with the City of Laredo Land Development Code.
- (5) An opaque fence or wall of not less than 7 (seven) feet in height shall be constructed along any side or rear property lines which abut or adjoin property containing a residential structure or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.
- (6) Establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
- (7) Signage shall be consistent with the City's Sign Ordinance and TABC rule or regulation.
- (8) Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
- (9) There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
- (10) At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full service menu.
- (11) The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
- (12) The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
- (13) The restaurant shall undergo an annual Fire Inspection.
- (14) All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to:
 - a. Food Manager License (annual)
 - b. Food Handler's Permit (annual)
 - c. Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof.



DISTANCE TO:
 NEAREST RESIDENTIAL ZONE : 1058.65 FT
 NEAREST SCHOOL: 1100.02 FT

MEASUREMENTS
 1 inch = 300 feet

COUNCIL DISTRICT 6
 10211 GOLONDRINA DR



DISTANCE TO
 NEAREST RESIDENTIAL DISTRICT: 1592.07'
 NEAREST SCHOOL: N/A

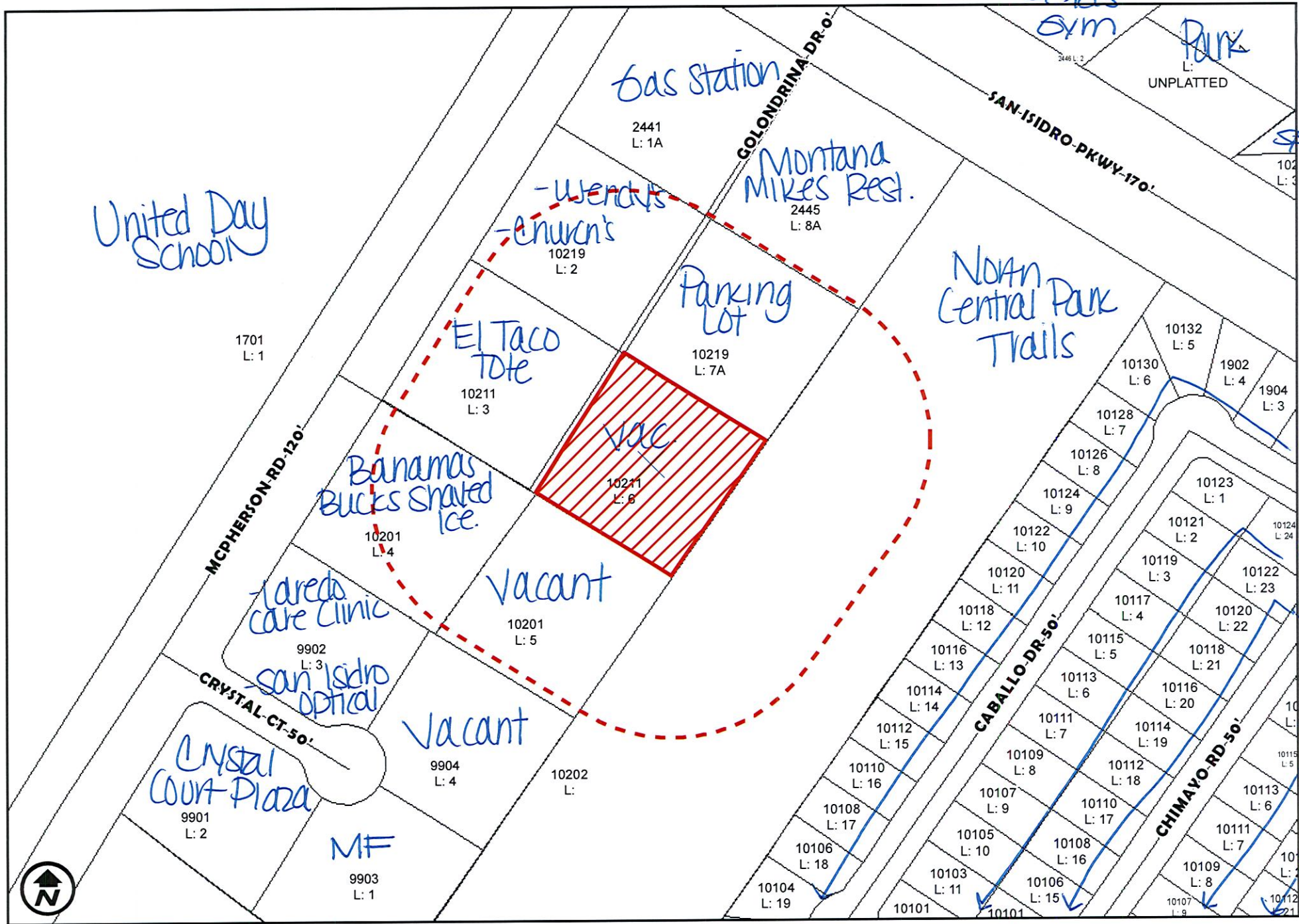
APPLICATION FOR
 C.U.P. (CONDITIONAL USE PERMIT)
 -> BAR

COUNCIL DISTRICT 6
 10211 GOLONDRINA DR

MEASUREMENTS
 1 inch = 183 feet

(b) The City Council may grant a Special Use Permit (SUP) for a restaurant serving alcohol in R-O (Residential/Office District), B-1 (Limited Commercial District), and B-3 (Community Business District) under the following conditions:

- (1) Establishments serving alcohol shall not be located within three hundred (300) feet of any church, public school, public park, residential structure or residential zoning district. The measurement is to be made from the front door of the establishment serving alcohol to the nearest property line (by shortest route) to the front door of the church, public school, entrance to the public park, front door of the residential structure or zoning district boundary and in a direct line across intersections wherever they occur and consistent with the measurement methodology as has been adopted by the Texas Alcoholic Beverage Commission.
- (2) Establishments located within the R-O (Residential/Office District) shall not exceed 3,000 sq. ft. in floor area.
- (3) Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
- (4) Landscaping shall be provided in accordance with the City of Laredo Land Development Code.
- (5) An opaque fence or wall of not less than 7 (seven) feet in height shall be constructed along any side or rear property lines which abut or adjoin property containing a residential structure or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.
- (6) Establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
- (7) Signage shall be consistent with the City's Sign Ordinance and TABC rule or regulation.
- (8) Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
- (9) There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
- (10) At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full service menu.
- (11) The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
- (12) The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
- (13) The restaurant shall undergo an annual Fire Inspection.
- (14) All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to:
 - a. Food Manager License (annual)
 - b. Food Handler's Permit (annual)
 - c. Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof.



200' NOTIFICATION
1 inch = 150 feet

COUNCIL DISTRICT 6
10211 GOLONDRINA DR

APPLICATION FOR
C.U.P. (CONDITIONAL USE PERMIT)
-> BAR

Parking Schedule Golondrina

Type	Description	Count
9' x 18' (5' Aisle)	Food Truck Pavilion Accessible Parking	1
9' x 18' - 90 deg	Food Truck Pavilion Standard Parking	40
11' x 18' (5' Aisle)	Food Truck Pavilion Van Accessible Parking	1

Grand total: 42

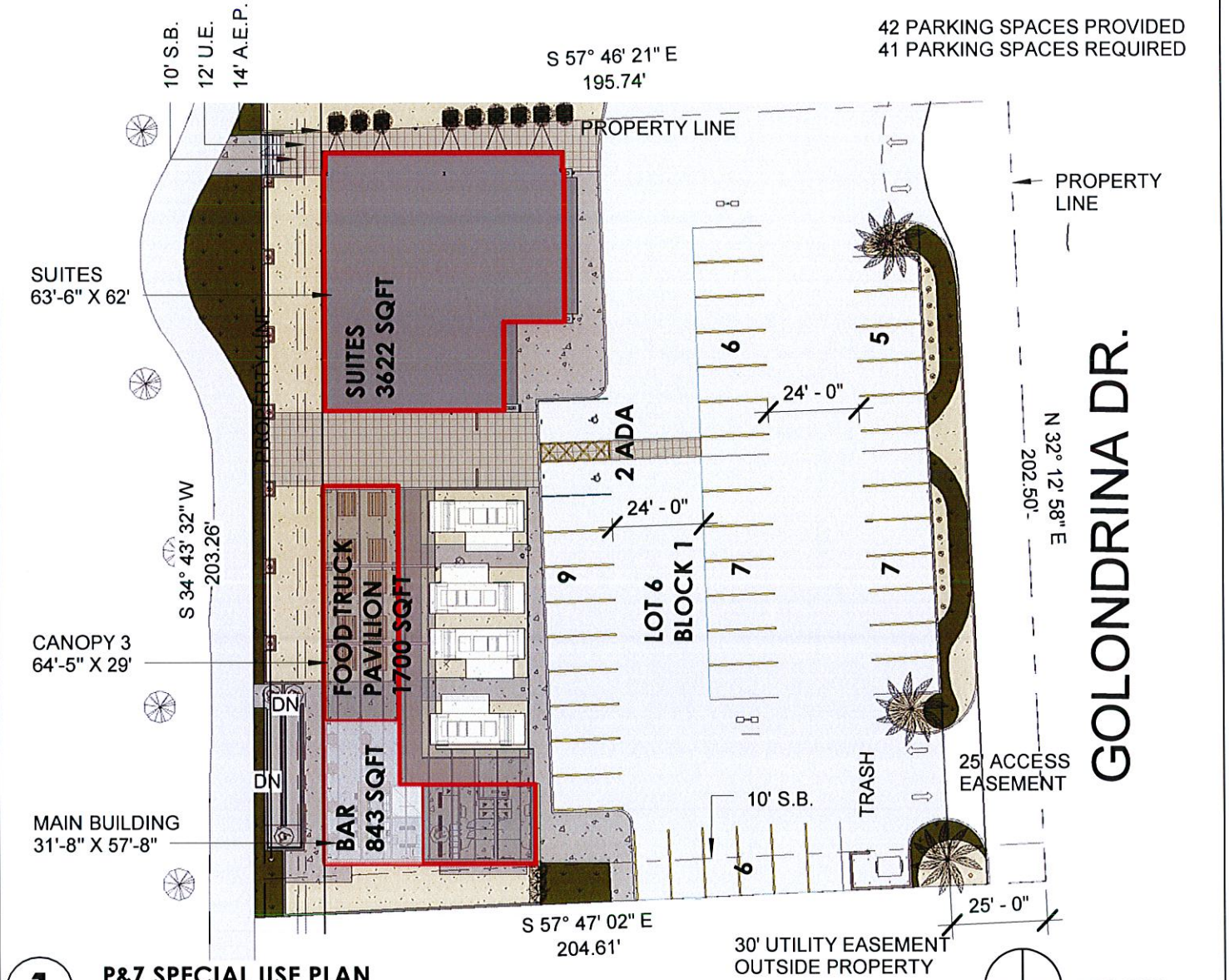
PARKING BASED ON FAST FOOD REQ. AT 1 PER 200.

BAR PARKING BASED ON FAST FOOD REQ. AT 1 PER 60.

SUITES::3622 SQFT
 FOOD TRUCK PAVILION::1700 SQFT
 5322 SQFT AREA
 26.61 PARKING STALLS

BAR:: 843 SQFT = 14.05 STALLS

42 PARKING SPACES PROVIDED
 41 PARKING SPACES REQUIRED



1 P&Z SPECIAL USE PLAN
 1" = 40'-0"

PROJECT NORTH

EXHIBIT "A"



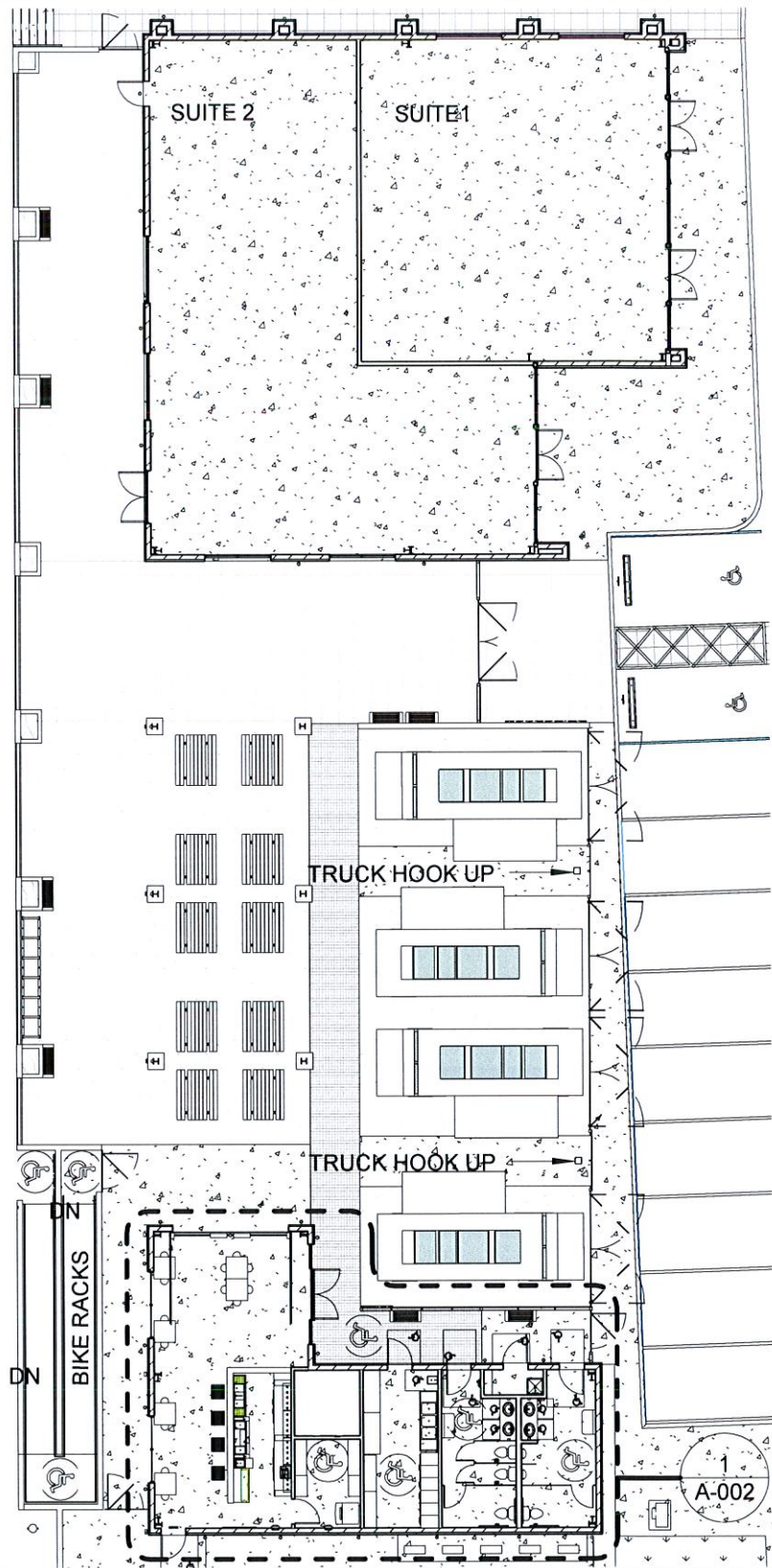
1119 Flores Ave., Ste. 200
 Laredo, TX, 78040
 PH 956.727.5391 FAX 956.727.1551

P&Z SUBMITTAL

GOLONDRINA FOOD TRUCK
 PARK + RETAIL CENTER

GOLONDRINA RESTAURANTS
 Legal:
 Lot 6, Blk 1, San Isidro Monarch Subdivision Unit 6
 Address:
 10211 Golondrina Drive, Laredo, Texas 78045

Project number	120215	A-000
Date	15 NOVEMBER 2017	
Drawn by	FC	
Checked by	TLM	
Scale		1" = 40'-0"



1 FLOOR PLAN
3/64" = 1'-0"



1119 Flores Ave., Ste. 200
Laredo, TX. 78040
PH 956.727.5391 FAX 956.727.1551

P&Z SUBMITTAL

GOLONDRINA FOOD TRUCK
PARK + RETAIL CENTER

GOLONDRINA RESTAURANTS

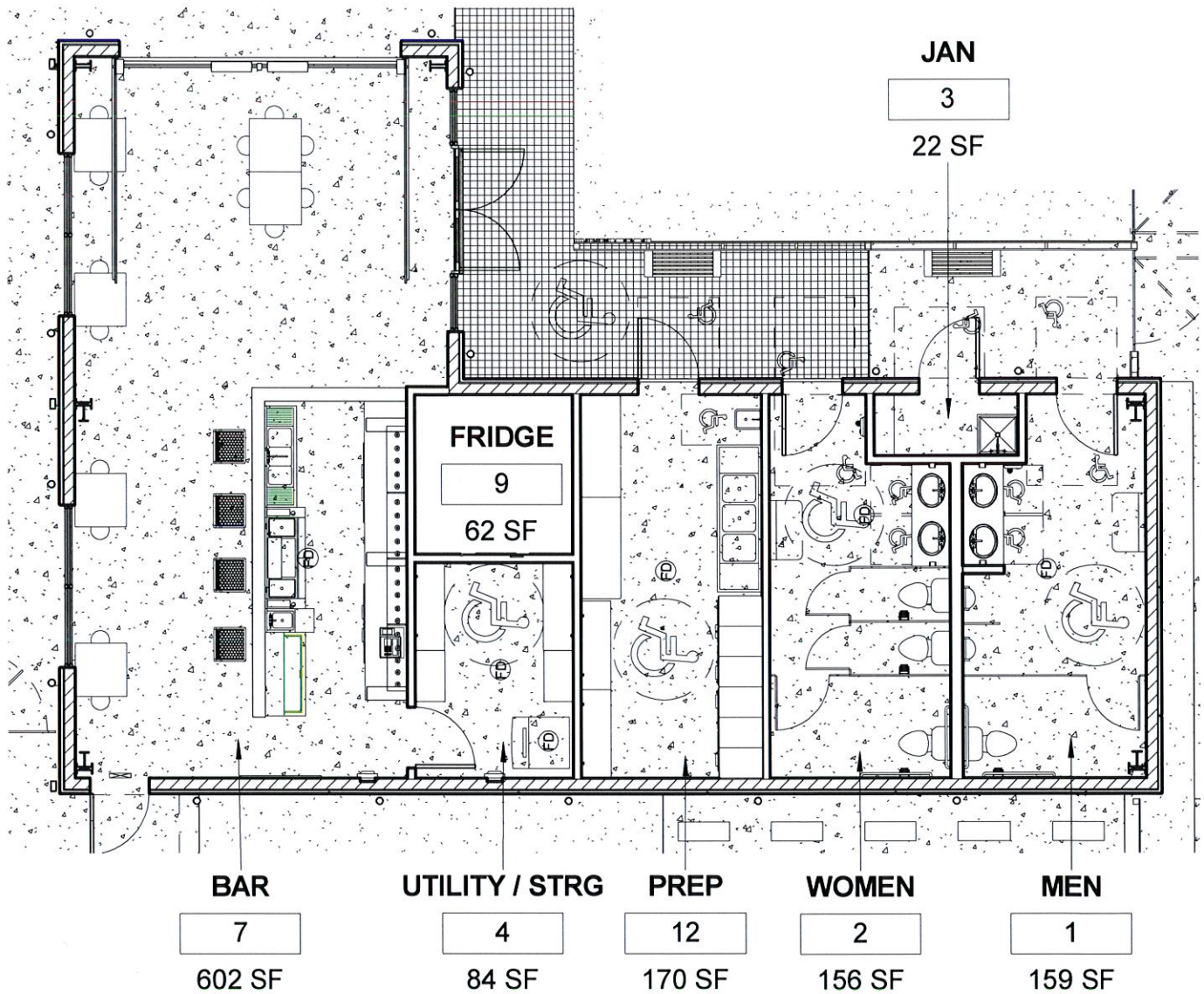
Legal:
Lot 6, Blk 1, San Isidro Monarch Subdivision Unit 6

Address:
10211 Golondrina Drive, Laredo, Texas 78045

Project number	120215
Date	15 NOVEMBER 2017
Drawn by	FC
Checked by	JJM

A-001

Scale 3/64" = 1'-0"



1 FLOOR PLAN - CALLOUT
 1/8" = 1'-0"

SQFT TO INSIDE FACE OF WALLS



1119 Flores Ave., Ste. 200
 Laredo, TX, 78040
 PH 956.727.5391 FAX 956.727.1551

P&Z SUBMITTAL

GOLONDRINA FOOD TRUCK
 PARK + RETAIL CENTER

GOLONDRINA RESTAURANTS

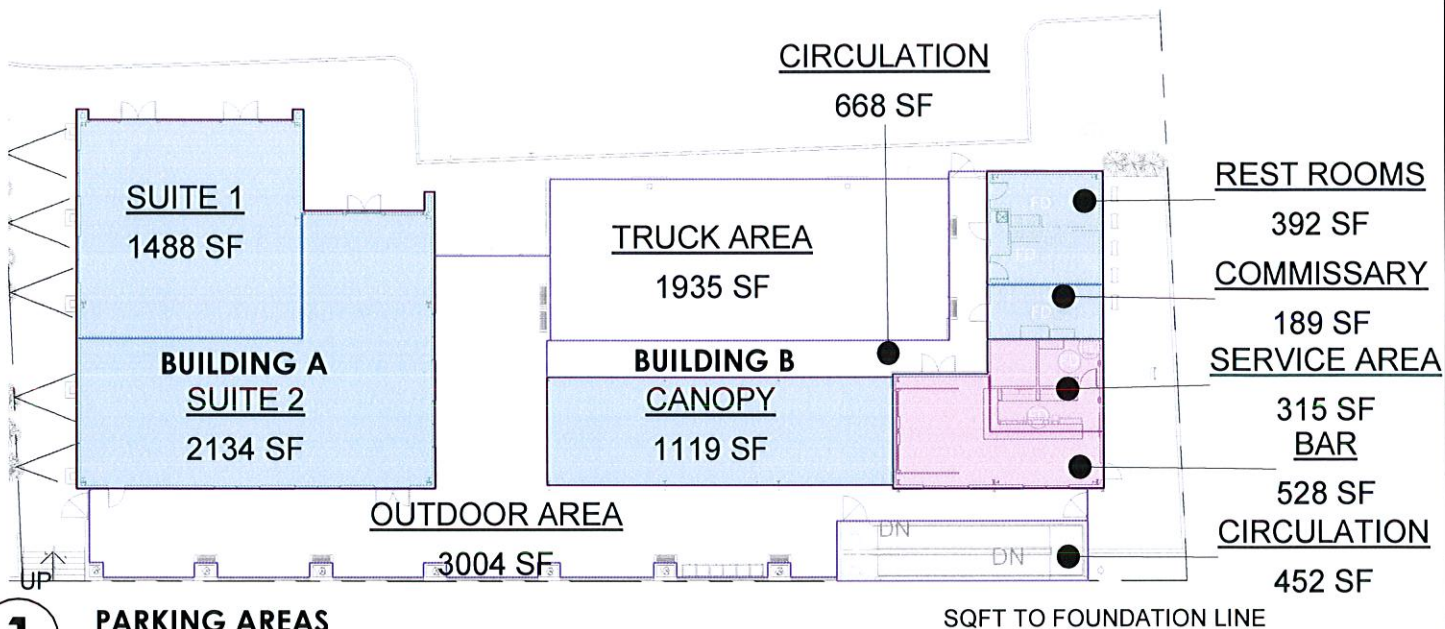
Legal:
 Lot 6, Blk 1, San Isidro Monarch Subdivision Unit 6

Address:
 10211 Golondrina Drive, Laredo, Texas 78045

Project number	120215
Date	15 NOVEMBER 2017
Drawn by	FC
Checked by	JJM

A-002

Scale 1/8" = 1'-0"



1 **PARKING AREAS**
1/32" = 1'-0"

FLOOR AREA

RECREATIONAL TOTAL: 843 SF / 60 = 14.05 (PARKING SPACES)

(3) RECREATIONAL OR ENTERTAINMENT:
(a) Bars, night clubs, dance halls, cantinas
One for each 60 sq. ft. of floor area, or one (1) space for each three (3) seats, whichever is greater

BAR 528 SF / 60 = 8.8 PARKING SPACES
SERVICE AREA 315 SF / 60 = 5.25 PARKING SPACES

FAST FOOD TOTAL: 5322 SF / 200 = 26.61 (PARKING SPACES)

(2) Fast food (with or without drive-through)
One (1) per each 200 sq. ft.; with drive-through add eight (8) stacking spaces for each service lane.

SUITE 1 1488 SF / 200 = 7.44 PARKING SPACES (RESTAURANT SHELL)
SUITE 2 2134 SF / 200 = 10.67 PARKING SPACES (RESTAURANT SHELL)
CANOPY 1119 SF / 200 = 5.59 PARKING SPACES
COMMISSARY 189 SF / 200 = .95 PARKING SPACES
RESTROOMS 392 SF / 200 = 1.96 PARKING SPACES

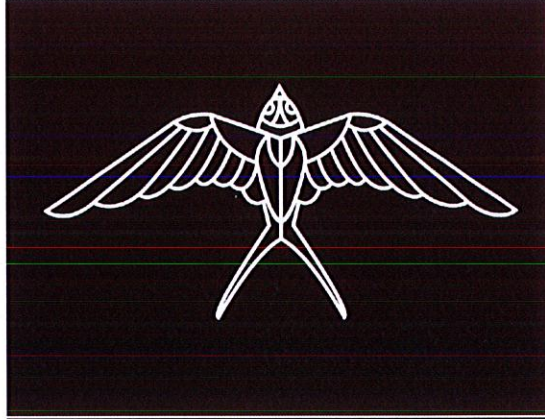
PARKING TOTAL REQUIRED:: 40.66 = 41 PARKING SPACES
TOTAL PROVIDED:: 42 PARKING SPACES



1119 Flores Ave., Ste. 200
Laredo, TX, 78040
PH 956.727.5391 FAX 956.727.1551

P&Z SUBMITTAL
GOLONDRINA FOOD TRUCK
PARK + RETAIL CENTER

GOLONDRINA PARKING AREAS		A-003
Project number	120215	
Date	15 NOVEMBER 2017	
Drawn by	FC	
Checked by	JJM	Scale As indicated



Golondrina Park — Narrative Description

Golondrina Park plans on being the first permanent food truck park in Laredo, Texas. Located at 10211 Golondrina Drive (Lot 6, Block 1, Unit 6, San Isidro Monarch), it will be an open-air dining experience with a maximum of 4 food trucks, a commissary kitchen, a commercial building, a temporary space for live music, and a beverage center serving a variety of drinks (alcoholic and non-alcoholic). Golondrina Park strives to become a culinary hotspot; great for family dining and a fun night out.

A New Way to Dine in Laredo:

Food trucks have much lower start-up costs than traditional brick and mortar restaurants, providing an outlet for new chefs to establish themselves in the community. We want to be an incubator for aspiring restaurateurs and offer a venue for creative chefs to present Laredoans with new, healthy, and delicious food options. Food truck parks are more than just places to eat, but become part of the social fabric of a community. They serve as impromptu gathering places for family, friends and neighbors.

Proposed Use/Site Description:

The site will be separated in six sections. They are the (1) food truck parking stalls (2) covered seating (3) uncovered open area bordering park for lawn games (4) building with beverage center, bathrooms and commissary kitchen, (5) commercial building and (6) a parking lot. The seating area of the site will be fully fenced. The food trucks will be housed in designated parking areas that have access to meters providing electricity, potable water, and a disposal for grey water that is directed to a grease trap. The covered canopy will have fans for cooling in the hot summer months. We will have separate men's and women's restroom facilities on site, along with on-site dumpster for waste disposal. We will also have an on-site food commissary that meets all guidelines per the City of Laredo Health Department. The commissary will have hot and cold water available, a three-compartment sink, food preparation tables, and refrigerator,

freezer, and storage allocated spaces. This commissary will be available to on-site food trucks only.

Hours of Operation:

Hours of operation have not been finalized, but we plan to be open 7 days a week (with the exception of some national holidays). The hours of operation for the food trucks, commercial building and beverage center will be between the hours of 7AM – 2AM.

Maintenance of Site/Employees:

Golondrina Park will make sure that there are always employees on site to maintain the property and keep operations running smoothly. The community eating area will be kept clean with all trash being properly disposed of. The bathrooms will be routinely checked to make certain facilities are sanitary, and all food trucks are monitored to ensure they are following protocols to preserve smooth operations. Food trucks will all be individually responsible for staffing trucks.

Number of Vehicles/Parking:

We will have ample parking; achieving more than the required spaces using a combination of the fast food restaurant and bar parking space formulas within the parking ordinance of the Laredo Land Development Code. We met with the Building Department Director and Staff, and after discussions were directed to abide by the fast food restaurant parking space formula for the food trucks because it most closely resembled our use. We will have 40 regular parking spaces and 2 ADA parking spaces for a total of 42 parking spaces.

Fast food restaurants require one per each 200 sq.ft. The canopy area for seating and the non-bar components of the building are a total of 5,322 sq.ft. At 200 sq.ft. per space we would need a total of 26.61 parking spaces. The beverage center "bar" area require one per each 60 sq.ft. The bar totals 843 sq.ft. which would equate to a total of 14.05 parking spaces. If you add 26.62 +14.05 = 40.66 parking stalls needed, so we have 1.34 stalls of excess capacity.

In Closing:

Golondrina Park strives to create a safe, fun, and inviting atmosphere that is family, kid, and pet friendly; a place where friends can converge to eat great food, have a cold brew and come together as a community. We look forward to making this dream a reality.

**FIRST AMENDMENT
TO
DECLARATION OF SUPPLEMENTAL
COVENANTS, CONDITIONS AND RESTRICTIONS**

Date: September 11, 2014

Subdivision: San Isidro Monarch Subdivision, Unit 6, a subdivision situated in the City of Laredo, Webb County, Texas, as per plat thereof recorded in Volume 25, Page 1, Webb County Plat Records

Declaration: Declaration of Supplemental Covenants, Conditions and Restrictions of the Subdivision, recorded in Volume 2239, Page 220, Webb County Official Public Records

1. The undersigned parties are all of the owners ("Owners") of all of the lots in the Subdivision, being Lots TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN-A (7A) and EIGHT-A (8A), of the Subdivision (the "Lots") (the original Lots SEVEN (7) and EIGHT (8) of the Subdivision having been replatted into Lots 7A and 8A by replat recorded in Volume 27, Page 99, Webb County Plat Records).

2. The Owners desire to amend the Declaration as follows:

a. Section 1.2(C), on page 14, is hereby deleted in its entirety, and in lieu thereof is substituted the following:

Flea Markets.

b. Section 1.2(V), on page 15, is here deleted in its entirety, and in lieu thereof is substituted the following:

Any gaming business, including casino's and video parlors, except for Lots designated by the Committee; PROVIDED that arcade/gaming style businesses for families and children (e.g., Hal's, Dave & Busters style businesses) shall be allowed.

c. Section 1.2(W), on page 15, is here deleted in its entirety, and in lieu thereof is substituted the following:

Vehicle detailing or car wash centers, except for on Lots 5 and/or 6.

d. **Section 1.2X, on page 15, the following sentence is hereby deleted:**

No restaurant may serve food or alcohol outside of an area that is completely enclosed by walls and a ceiling.

In lieu of this deleted sentence is substituted the following:

A restaurant or other qualifying business may serve food and alcohol on any designated patio or outdoor area.

e. Section 1.2(Y), on page 16, is hereby deleted in its entirety, and in lieu thereof is substituted the following:

No dance halls, except on Lots designated by the Committee.

f. Section 1.3(F)(3), on page 18, is hereby deleted in its entirety, and in lieu thereof is substituted the following:

Awnings/Wall Panels. Awnings shall be limited to cloth, metal or aluminum awnings. Skylights and roof vents shall not be visible from the street or public areas. Architectural metal panels or architectural metal panel systems may be used on any structure walls, upon approval thereof by the Committee.

g. Section 1.3(M), on page 19, the following sentence is added after the first sentence of this Section:

Any sign meeting the requirements of this Section may be illuminated.

h. Section 1.3(M)(2)(c), on page 19, is hereby deleted in its entirety, and in lieu thereof is substituted the following:

With respect to sign panel size, not have a gross surface area of more than 80 square feet.

i. Section 1.3(M)(2)(d), on page 19, is hereby deleted in its entirety, and in lieu thereof is substituted the following:

Not exceed 12 feet in height above the ground, but in any case not more than 14 feet measured from the street level.

3. The Subdivision Architectural Control & Use Committee joins in this Amendment to evidence its approval hereof in all respects.

4. If this Amendment is executed in multiple counterparts, all counterparts taken together will constitute this Amendment.

5. Except as amended above, all other provisions of the Declaration remain unchanged, and in full force and effect.



CITY OF LAREDO

PLANNING DEPARTMENT

December 11, 2017

Dear Property Owner:

The zoning ordinance for the City of Laredo requires that when a Conditional Use Permit is requested for any property, owners within 200 feet of that property be notified and offered the opportunity to express their opinions regarding the request.

A request has been received for a **Conditional Use Permit**, on **Lot 6, Block 1, San Isidro Monarch Subdivision**, located at the following address: **10211 Golondrina Dr.**

The existing zoning designation for this property is **B-3 (Community Business District)** and requires a Conditional Use Permit for: **Bar.**

A public hearing will be held by the Planning and Zoning Commission on Thursday, **December 21, 2017**, at 6:00 p.m. in the City Council Chambers, 1110 Houston, Laredo, Texas. The Commission will give a recommendation to the City Council who will, at a public hearing scheduled at a later date, decide the fate of the application. You are invited to attend this hearing and express your opinions concerning this Conditional Use Permit request.

If you wish to object or support the proposed Conditional Use Permit, it is requested that you sign and detach the form below and send it to the Planning Department Office. Your objection or support will be conveyed to the Planning and Zoning Commission and the City Council.

If you have any questions, please contact Ana Villarreal at (956)794-1620, by email at avillarre3@ci.laredo.tx.us or come by the Planning office.

-----**DETACH HERE**-----

ZC-24-2017; CUP for a Bar on Lot 6, Block 1, San Isidro Monarch Subdivision, located at 10211 Golondrina Dr.

I MARCO HERAS of EL TACO TOTE 10211 McPherson Rd. Laredo TX.
Name Address

object / support _____ the Conditional Use Permit for the following reason:

DEED RESTRICTIONS DO NOT PERMIT A BAR.

956-744-8382
Telephone

[Signature]
Signature

12/20/17
Date



CITY OF LAREDO

PLANNING DEPARTMENT

December 11, 2017

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If you have any questions, please contact Ana Villarreal at (956)794-1620, by email at avillar3@ci.laredo.tx.us or come by the Planning office.

DETACH HERE

ZC-24-2017; CUP for a Bar on Lot 6, Block 1, San Isidro Monarch Subdivision, located at 10211 Golondrina Dr.

I Janet Holt of Montana Mikes 2445 San Isidro
Name Address

object / support the Conditional Use Permit for the following reason:

Object to change in zoning for a
BAR to be built along with food trucks

210 849 72 95 Telephone [Signature] Signature 12/20/17 Date

We will have a representative there to speak

ZC-24-2017: CUP for a Bar on Lot 6, Block 1, San Isidro Monarch Subdivision, located at 10211 Golondrina Dr.

I Eber Perez of 10701 McPherson Laredo TX 78045
Name Address

object / support _____ the Conditional Use Permit for the following reason:

If they plan to develop a proper building in the lot then
I will support otherwise I want if they plan to open an
outdoor bar

(956)2354788 Telephone [Signature] Signature 12-14-17 Date

1120 San Bernardo Ave. P.O. Box 579 Laredo, Texas 78042 (956)794-1613 (956)794-1624 fax



ZC-23-2017
10211 Golondrina Dr.
Lot 6, Block 1, San Isidro Monarch Subdivision





City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Cynthia Collazo, Deputy City Manager

Staff Source: Nathan Bratton, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Laredo Land Development Code, Article VI, Section 24.94.5, by revising the Conditional Use Permit Application Submittal Criteria; providing for publication and effective date.

Staff supports the application and Planning & Zoning Commission recommends approval of the ordinance.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The proposed amendment to the Land Development Code Book is to add the Conditional Use Permit Application Submittal Criteria for AE (Arts and Entertainment District) for the following reasons:

1. The Conditional Use Permit Procedures on Section 24.95.5 do not outline the requirements for AE, a recognized district under the Laredo Land Development Code Book.
2. The City of Laredo Comprehensive Plan identifies AE as a Downtown M mixed-use buildings with commercial, office and residential uses. It is appropriate to allow the overlay of a Conditional Use Permit to AE Zoning Districts.

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 7 to 0 vote, recommended approval of the proposed amendment to the Land Development Code Book.

STAFF RECOMMENDATION

Staff supports the ordinance amendment.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance

Zoning

Future Land Use Map

Permitted Uses

CITY OF LAREDO ORDINANCE NO. 2018-O-

AMENDING THE LAREDO LAND DEVELOPMENT CODE, ARTICLE VI, SECTION 24.94.5, BY REVISING THE CONDITIONAL USE PERMIT APPLICATION SUBMITTAL CRITERIA; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the Conditional Use Permit Application Submittal Criteria for AE (Arts and Entertainment District) is not currently listed in the Land Development Code; and

WHEREAS, applications for AE (Arts and Entertainment District) to operate a Conditional Use Permit must be approved by the City Council; and

WHEREAS, properties currently zoned AE seeking conditional use status for those uses permitted by zones B-1R, CBD, B-3, B-4 or M-1 of higher intensity is appropriate ; and

WHEREAS, the amendment advances the orderly and safe growth of the City; and

WHEREAS, the Planning & Zoning Commission, after a public hearing on December 21, 2017 has recommended the City Council of the City of Laredo pass this amendment to the City of Laredo Land Development Code; and

WHEREAS, the City Council has held a public hearing on January 16, 2018 on this amendment and finds the ordinance appropriate and consistent with the General Plan of the City of Laredo and in the best interest of the public health, safety and welfare.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: Article VI, Section 24.63.2, Permitted Uses, of the Laredo Land Development Code is hereby amended to include Bail Bonding or Person Services and read as follows:

Section 24.94.4 PROCESS

The processing of a Conditional Use Permit application shall follow the administrative procedures set forth for amendment of the zoning map in Section 24-92 of the Laredo Land Development Code.

Section 24.94.5 CONDITIONAL USE PERMIT APPLICATION SUBMITTAL CRITERIA

A. All Conditional Use Permit applications must conform to all of the following criteria:

1. Applications for properties currently zoned A-G, R-S, R-1, R-1A, R-1-MH, or RSM may only seek conditional use status for those uses permitted by zones R-S, R-1, R-1A, R-1-MH, RSM, R-2, R-3, R-O or B-1 of higher intensity.
2. Applications for properties currently zoned, R-2, R-3, or R-O, may only seek conditional use status for those uses permitted by R-3, R-O, B-1 or B-3 of higher intensity.
3. Applications for properties currently zoned B-1, B-1R, CBD, AE, B-3 or B-4 may only seek conditional use status for those uses permitted by zones B-1R, CBD, B-3, B-4 or M-1 of higher intensity.
4. Applications for properties currently zoned M-1 or M-2, may only seek conditional use status for those uses permitted by zones M-2 or MXD of higher intensity.
5. The site of the proposed conditional use or any improvements thereon are not in violation of any local, state, or federal law (other than zoning violation).
6. Application for Conditional Use Permit is prohibited if the existing underlying zoning requires a Special Use Permit for the proposed use.
7. Any Conditional Use Permit authorized for a use, normally requiring a Special Use Permit in any district, must conform at a minimum with the performance standards required of that Special Use Permit.
8. The use and site plan for the proposed conditional use shall conform, at a minimum, with all applicable provisions of the Land Development Code for the existing underlying zoning designation, including but not limited to:
 - a. Site Development Standards. All parking, landscaping, signage, improvement and dimensional standards
 - b. Zoning Districts Standards. The purpose of the zoning district in which the proposed conditional use is to be located and any standards applicable to the particular proposed use.
9. Conditional use status may only be authorized for proposed use. Application for conditional use status is prohibited for the purpose of deviation from any applicable development standards normally required by the existing underlying zoning, including, but not limited to signage, landscaping, parking, paving or dimensional requirements.
10. Existing or previously legal-nonconforming structures may apply for conditional use status and are not limited by conditional use permit application parameters as stipulated in Sections 24.94.5.1 through 24.94.5.4 and 24.94.5.9.

Section 2: This ordinance shall become effective as and from the date of passage.

Section 3: Severability

If any provision, section subsection, sentence, clause, or phrase of this ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity or another portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 4: Open Meeting

The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the city hall of the City for the time required by law preceding this meeting as required by the Open Meeting Law, Article 6252-17, Texas Revised Civil Statutes Annotated; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter approves and confirms such written notice and the contents and posting hereof.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE
_____ DAY OF _____, 2018.**

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA K. LAUREL-HALE
CITY ATTORNEY

18. The purpose of the MXD Mixed Use Development District is to permit existing industrial development to continue in areas where redevelopment is expected to alter land use patterns in the future. No additional MXD Mixed Use Development Districts shall be created nor existing districts be expanded.

19. The purpose of the AE District (Arts and Entertainment District) is to provide a mixed-use environment where arts and entertainment venues, commercial, residential and office uses harmoniously co-exist in a higher density, pedestrian-oriented environment.

Section 24.62.3 RESERVED

Section 24.62.4 District Purpose – Specific Use Zoning Overlay Districts

The purpose of the Specific Use Zoning Overlay District is to provide a more restrictive zoning classification than that of the zoning Districts listed in Section 24-62.1(a) herein. A Specific Use Zoning District Overlay designation is intended to promote development and/or redevelopment consistent with the land use patterns of surrounding property and subject to specific criteria and performance standards applicable in those zones.

Section 24.62.5 Special Use Permits

The City Council may grant a permit for the special uses listed before these special uses may be placed on certain property within the city limits of the City of Laredo. Any property owner desiring to establish one of the uses listed in on land which is not specifically zoned for that use, may apply to the Commission for a Special Use Permit which meets the requirement of this Section. The Special Use Permit must be approved by the Council. Such action does not change the zoning on the land, but establishes a permit for a specific use with an approved plan. Violations of the approved plan are violations of this ordinance and subject to the penalties contained herein. The Council shall execute the provisions of this Section for the protection of the health, safety, comfort, convenience, and welfare of the public. Decisions shall not be detrimental to the economic welfare of the community and will be consistent with the intent and purpose of this Ordinance and the Comprehensive Plan.

The following Special Use Permits are authorized:

- Manufactured Housing Parks and Recreation Camps
- Junk and Used Appliance Yards
- Petrochemical and Gas Extraction Facilities
- Flea Markets
- Electronic Displays
- Bars, Night Clubs, Cantinas and Saloons in the Historic Districts within the CBD
- Mini-Storage/Warehouse Facilities
- Communication Towers and Antennas

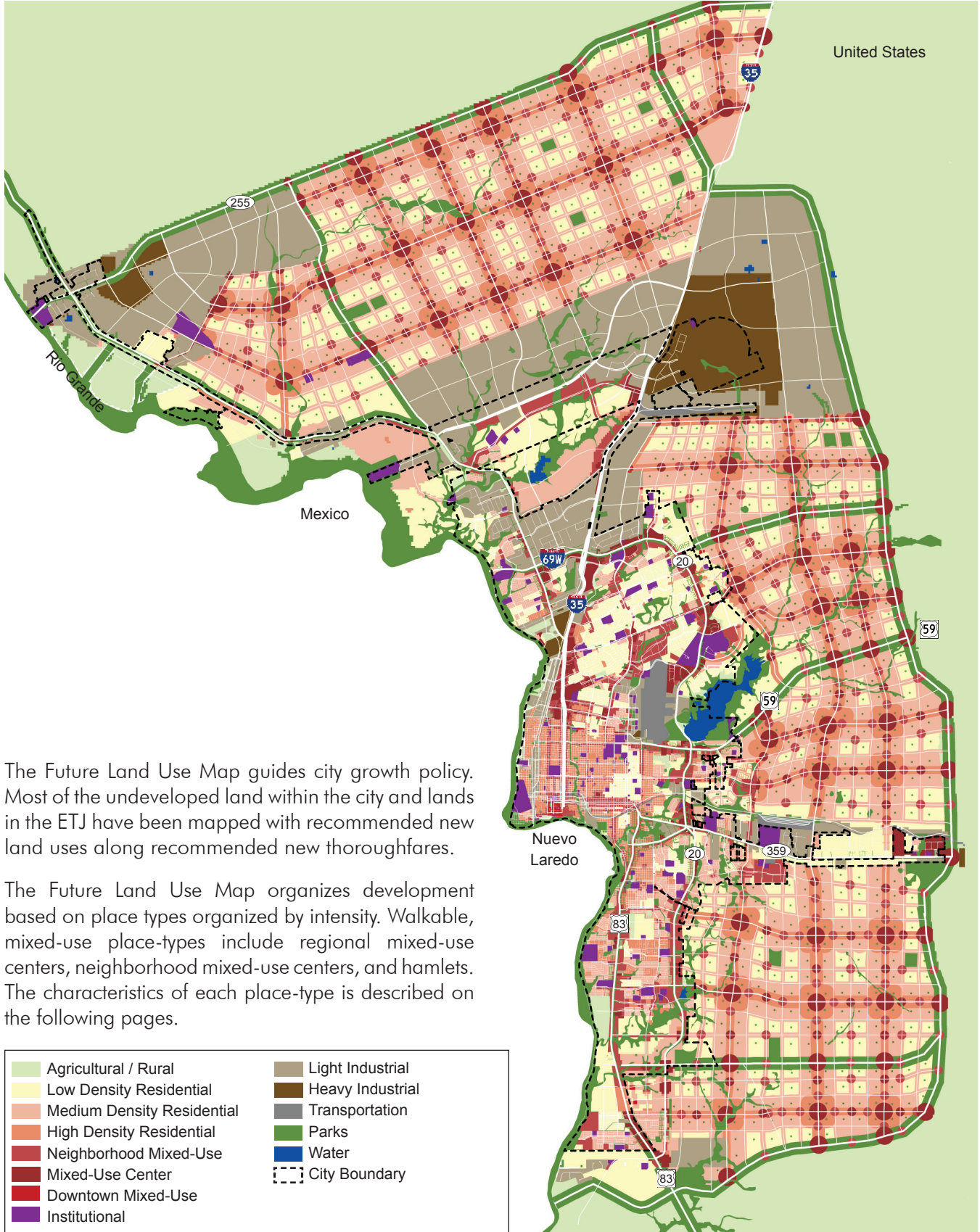
Section 24.62.6 Conditional Use Permits

(1) The purpose of a Conditional Use Permit is to provide for those land uses where additional regulation is necessary to protect the property and surrounding area. A Conditional Use Permit is primarily for property located in older sections of the City and is intended to promote development and/or redevelopment of such property which is consistent with the land use patterns of surrounding property. The City Council may grant a Conditional Use Permit where there is a finding based on testimony received at the public hearing that the applicant is willing and able to mitigate any negative effects of the proposed use.

(2) A Conditional Use Permit shall be transferable only with the approval of the City Council, and shall be subject to all conditions of the initial approval, and such other conditions as the City Council may require.

Section 24.62.7 Resolution of District Boundaries













Future Land Use Map



The Future Land Use Map guides city growth policy. Most of the undeveloped land within the city and lands in the ETJ have been mapped with recommended new land uses along recommended new thoroughfares.

The Future Land Use Map organizes development based on place types organized by intensity. Walkable, mixed-use place-types include regional mixed-use centers, neighborhood mixed-use centers, and hamlets. The characteristics of each place-type is described on the following pages.

Land Use Equivalents Chart

New Land Use Types	Current Zoning Groups
 Agricultural / Rural	AG
 Low Density Residential	R-1, R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions *
 Medium Density Residential	R-1, R-O, R-2, B-1R, R1-B, Small format market
 High Density Residential	R-3, R-2, B-1R, B-1, R-O
 Neighborhood Mixed-Use	ALL EXCEPT M-1, M-2, B-4, AH, AN, FH, OG, FiH
 Mixed-Use Center	ALL EXCEPT, M-1, M-2, AH, AN, FH, OG. B4 allowed with exceptions**
 Downtown Mixed-Use	CBD, R-1, R-2, R-3, R-1B, R-1A, R-O, AE
 Institutional	CF, MF
 Light Industrial	M-1, B-4, B-3
 Heavy Industrial	M-1, M-2, B-4, B-3, FiH
 Transportation	AH, AN
 Parks	

* RO within a Low Density Residential is allowed with the exception of restaurants.

** Land uses allowed under a B4 are allowed with the exception of the following uses***:

- Farms, General (Crops & Livestock)
- Farms, General (Livestock/Ranch)
- Bulk Grain And/Or Feed Storage
- Veterinarian (Outdoor Animal Confinement)
- Stables (Private, Principle Use)
- Stables (Private, Accessory Use)
- Stables (Commercial)
- Auto Wrecker Service
- Inoperable Vehicle Holding Yard
- Jail
- Halfway House
- Scrap/Waste Recycle Collection
- Zoo
- Horse Training Facility
- Amusement Redemption Machine Establishment
- Auto Impound Yards
- Auto Salvage Yards
- Transit and Maintenance Vehicle Equipment Facility
- Collection Container

The intent of this table is to provide a transitional language between the uses recommended within the vision of this plan and the current land development uses which are organized through the use of zones. When the city's land development code is revised and adopted according to this plan, this table will no longer be necessary. This table should not be used to directly translate the current zoning to new land development code revisions. City staff should use discretion and best planning practices if using this table as guide in any approval process.

***Note: exceptions only apply to the extent that they do not contradict any other ordinances such as the Urban Agriculture Ordinance, as an example.



The city has no water features; only Casa Blanca. North Laredo Central Park could be turned into a river walk with an urban recreational lake surrounded by businesses.



Create incentives for job creation, economic development, and alternative land development options (higher and lower density).



Land Uses

Place types and neighborhoods are made up by different land uses in the future land use map. Specified land uses however, are not meant to equate to single-use zoning areas. Rather a land use type in the future land use map describes the overall character of a neighborhood.

Neighborhoods are generally made up of residential and mixed-use designations:

- Low-Density Residential** describes a neighborhood whose character is primarily defined by single-family homes. A diverse range of lot sizes and unit types is encouraged, along with an interconnected network of blocks, streets and public spaces. Denser housing types such as duplexes, fourplexes and small apartment buildings should be designed to fit into the character of a single-family residential neighborhood. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.
- Medium-Density Residential** describes a neighborhood that is primarily residential in character, but includes a full range of range of residential building types. These include single-family homes in small and medium sized lots, attached rowhouses and apartment buildings. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.



Low Density Residential



Medium Density Residential



High Density Residential

- **High-Density Residential** describes a neighborhood whose character is primarily defined by multi-family residential building types, but can also include single family homes in small lots and neighborhood-serving businesses. A diverse range of housing types is encouraged, including attached rowhouses, small and large apartment buildings, courtyard buildings and small mixed-use buildings. Small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should be sited to provide landmarks to the neighborhood.
- **Neighborhood Mixed-Use** describes a neighborhood-serving mixed-use district that includes multistory, mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.
- **Mixed-Use Center** describes a mixed-use center that includes multistory, mixed-use buildings with commercial, office and residential uses. Regional or neighborhood oriented shopping areas are encouraged as a primary feature. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.
- **Downtown Mixed-Use** describes the most intense urban development in the City of Laredo. Reserved primarily for downtown Laredo, it includes multi-story mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between the downtown and primarily residential neighborhoods. The addition of residential uses on the upper floors of downtown buildings is encouraged as a priority for downtown revitalization.



Neighborhood Mixed-Use



Mixed-Use Center



Downtown Mixed-Use

Section 24.63. Permitted Uses

Residential Districts											AGRICULTURE	Non-Residential Districts									
AG	R-1	R-1A	R-1B	R-1-MH	R-2	R-3	RSM	RS	R-O	USE CODE	Uses	Notes	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD
X										0171	Orchard							X	X	X	X
X	X	X			X	X	X		X	0181	Greenhouse (Non-Retail/Hobby)		X	X	X	X	X	X	X	X	X
X										0181	Greenhouse (Retail)		X	X		X	X	X	X	X	X
X										0181	Plant Nursery (Growing)							X	X	X	X
X										0181	Plant Nursery (Retail Sales)		X	X		X	X	X	X	X	X
X										0191	Farms, General (Crops & Live Stock)							X	X	X	X
X										0291	Farms, General (Livestock/Ranch)							X	X	X	X
X										5191	Hay, Grain, and/or Feed Sales						X	X	X	X	X
X										0720	Bulk Grain and/or Feed Storage							X	X	X	X
X										0742	Veterinarian (Indoor Animal Confinement)						X	X	X	X	X
X										0420	Veterinarian (Outdoor Animal Confinement)							X	X	X	X
X										7999	Stables (Private, Principle Use)							X	X	X	X
X										7999	Stables (Private, Accessory Use)							X	X	X	X
X										7999	Stables (Commercial)							X	X	X	X
X										0291	Livestock Sales								X	X	X

LEGEND:

X	Permitted Use
S	Special Use Permit

Date: 11-22-93, (Amended Ord. No. 93-O-228, 11/22/93; 2010-O-084, 7/6/10; 2015-O-126, 9/21/15)

Land Use Charts

Section 24.63. Permitted Uses

Residential Districts											RESIDENTIAL	Non-Residential Districts										
AG	R-1	R-1A	R-1B	R-1-MH	R-2	R-3	RSM	RS	R-O	USE CODE		Uses	Notes	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD
X	X	X	X	X	X	X	X	X	X	0001	Single Family Detached		X	X	X	X	X					
	X	X			X	X	X	X	X	0002	Single Family Zero Lot Line		X	X	X	X	X	X				
	X	X			X	X	X	X	X	0004	Single Family Townhouse		X	X	X	X	X					
X				X		X				0005	Single Family Manufactured Home											
X					X	X			X	0006	Two Family (Duplex)		X	X	X	X	X					
					X	X	X		X	0007	Three Family (Triplex)		X	X	X	X	X					
					X	X	X			0008	Four Family (Quadraplex)		X	X	X	X	X					
					X	X	X		X	0009	Multi-Family		X	X	X	X	X					
					X		X		X		Condominiums		X	X	X	X	X					
					S	S	X		X		Townhouse		X	X	X	X	X					
	X	X			X	X			X	0010	Garage Conversion		X	X	X	X	X					
X	X	X		X	X	X	X		X	0012	Accessory Building/Structure	Subject to Supp. Regulations	X	X	X	X	X					
X	X	X		X	X	X			X	0013	Home Occupation "A"		X	X	X	X	X					
					X	X				0014	Home Occupation "B"		X	X	X	X	X					
S					S	S			S	0015	Travel Trailer/RV Park			S	S	S	S	X				
S					S	S			S	0016	Manufactured Housing Park			S	S	S	S					
					X	X					Rooming/Boarding House		X	X	X	X	X					
	O	O									College Dormitory (On Campus)						O					
					O	O					Fraternity/Sorority House		O	O	O	O	O					
	X	X		X	X	X			X		Registered Child-Care Home/Licensed Child Care Home		X	X	X	X	X					
	X				X	X	X	X	X		Servants Quarters		X	X	X	X	X					

LEGEND:

X	Permitted
S	Special Use Permit
O	Overlay Zones

Date: 11-22-93 (Amended Ord. No. 93-O-228, 11/22/93; 97-O-082, 4/7/97; 2001-O-036, 2/5/01; 2009-O-158, 9/21/08; 2010-O-084, 7/6/10; 2015-O-126, 9/21/15)

Land Use Charts

Section 24.63. Permitted Uses

Residential Districts											INSTITUTIONAL/ GOVERNMENT	Non-Residential Districts									
AG	R-1	R-1A	R-1B	R-1-MH	R-2	R-3	RSM	RS	R-O	USE CODE	Uses	Notes	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD
X	X	X			X	X				4119	Emergency Ambulance Service			X		X	X	X	X	X	X
X	X	X			X	X				4311	Post Office (Governmental)		X	X	X	X	X	X	X	X	X
										7331	Mailing Service (Private)		X	X		X	X	X	X	X	X
X										4582	Airport								X	X	X
X										4582	Heliport								X	X	X
X										4582	Helistop								X	X	X
X										4911	Electrical Generating Plant								X	X	X
X										4911	Electrical Substation								X	X	X
X										4911	Electrical Transmission Line		X	X	X	X	X	X	X	X	X
X										4923	Gas Transmission Line		X	X	X	X	X	X	X	X	X
X	X	X		X	X	X	X	X		4939	Utility Distribution Line		X	X	X	X	X	X	X	X	X
X										4939	Utility Shop and Storage						X	X	X	X	X
X										4941	Water Treatment Plant								X	X	X
X										4941	Water Supply Facility (Public)						X	X	X	X	X
X										4941	Water Supply Facility (Private)						X	X	X	X	X
X	X	X		X	X	X	X	X		4952	Sewage Pumping Station(Lift Station)		X	X	X	X	X	X	X	X	X
X	X	X		X	X	X	X	X			Water Booster Station		X	X	X	X	X	X	X	X	X
X										4952	Wastewater Treatment Plant								X	X	X
X										6553	Cemetery and/or Mausoleum										

LEGEND:

X	Permitted
S	Special Use Permit

Date: 11-22-93 (Amended Ord. No. 93-O-228, 11/22/93; 2001-O-036, 2/5/01; 2010-O-084, 7/6/10; 2015-O-126, 9/21/15)

Land Use Charts

Section 24.63. Permitted Uses

Residential Districts											INSTITUTIONAL/ GOVERNMENT	Non-Residential Districts										
AG	R-1	R-1A	R-1B	R-1-MH	R-2	R-3	RSM	RS	R-O	USE CODE	Uses	Notes	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD	
					X	X			X	8361	Retirement Home/Home for the Aged		X	X	X	X						
										8059	Nursing/Convalescent Home							X	X			X
										8051	Hospice								X	X		X
										8062	Hospital								X	X		X
											Trauma or Emergency Treatment Center								X	X		X
										8063	Psychiatric Hospital								X	X		X
										8059	Psychiatric Care Home								X	X		X
										8069	Alcoholic Rehabilitation Facility								X	X		X
										8361	Alcoholic Care Home								X	X		X
										8069	Drug Rehabilitation Facility								X	X		X
										8361	Drug Care Home								X	X		X
									X	8010	Medical and Dental Clinics (public and private)		X	X	X	X	X	X	X	X		X
										8010	Emergency / Urgent Care Clinic(Outpatient)					X	X	X	X	X		X
X	X	X		X	X	X			X		Elementary School, K thru 6 (Public & Private)		X	X	X	X	X	X				
X	X	X		X	X	X			X		Middle School, 6 thru 9 (Public & Private)		X	X	X	X	X	X				
X	X	X		X	X	X			X		High School, 9 thru 12 (Public & Private)		X	X	X	X	X	X				
											Beauty College/School						X	X				
										8249	School, Vocational/Technical Education						X	X				
											Trade School, (Private or Public)						X	X	X	X		X
											Business School (Private or Public)						X	X	X	X		X
X	X	X			X	X			X	8221	College (Community or Junior)		X	X	X	X	X	X				
X	X	X			X	X			X		University (Four year)		X	X	X	X	X	X				
											Adult Day Care		X	X	X	X	X	X				
										8351	Child Day Care (13 or more)		X	X	X	X	X	X				

LEGEND:

X	Permitted
S	Special Use Permit

Date: 11-22-93 (Amended Ord. No. 93-O-228, 11/22/93; 94-O-239, 12/5/94; 2001-O-036, 2/5/01; 2006-O-285, 11/20/06; 2009-O-158, 9/21/08; 2010-O-084, 7/6/10; 2013-O-052, 5/6/13; 2015-O-126, 9/21/15)

Land Use Charts

Section 24.63. Permitted Uses

Residential Districts											INSTITUTIONAL/ GOVERNMENT	Non-Residential Districts										
AG	R-1	R-1A	R-1B	R-1-MH	R-2	R-3	RSM	RS	R-O	USE CODE	Uses	Notes	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD	
		X			X	X			X	8361	Orphanage		X	X	X	X	X					
X	X	X			X	X			X	8322	Community Center		X	X	X	X	X	X	X			X
									X		Fraternal Organization or Social Club		X	X		X	X	X	X	X	X	X
	X	X			X	X			X	8641	Civic Club		X	X	X	X	X	X	X	X	X	X
	X	X			X	X			X	8641	Philanthropic Organization		X	X	X	X	X	X	X	X	X	X
X	X	X			X	X			X	8661	Church/Sanctuary		X	X	X	X	X	X	X	X	X	X
									X		Fellowship Halls		X	X	X	X	X	X	X	X	X	X
X	X	X			X	X			X	8661	Church affiliated uses		X	X	X	X	X					
X	X	X			X	X			X		Classrooms for Sunday School											
	X	X			X	X			X	8661	Rectory/Parsonage		X	X	X	X	X					
					X	X				8661	Monastery/Convent		X	X		X	X					
X										9100	Government Building		X	X		X	X	X	X	X	X	X
											International Bridge Facility		X					X	X	X	X	X
										9221	Police Station		X	X		X	X	X	X	X	X	X
										9221	Jail (Criminal Detention)						X	X	X	X	X	X
										8361	Half-Way House (Criminal)						X	X	X	X	X	X
										9224	Fire Station		X	X	X	X	X	X	X	X	X	X
	X	X		X	X	X				8231	Library		X	X		X	X	X	X	X	X	X
X									X	8651	Political campaign headquarters		X	X	X	X	X	X	X	X	X	X

LEGEND:

X
S

Permitted
Special Use Permit

Date: 11-22-93 (Amended Ord. No. 9/7/93, 93-O-228, 96-O-177, 7/6/98; 2001-O-172, 8/20/01; 2009-O-224, 12/21/09; 2010-O-084, 7/6/10; 2015-O-126, 9/21/15)

Land Use Charts

Section 24.63. Permitted Uses

Residential Districts											OFFICE		Non-Residential Districts									
AG	R-1	R-1A	R-1B	R-1-MH	R-2	R-3	RSM	RS	R-O	USE CODE	Uses	Notes	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD	
									X	6100	Credit Agency		X	X		X	X	X	X	X	X	X
										6200	Office (Brokerage Service)		X	X		X	X	X	X	X	X	X
T	T	T		T	T	T	T	T	X	6400	Insurance Agency Offices		X	X		X	X	X	X	X	X	X
									X	6500	Real Estate Offices		X	X	T	X	X	X	X	X	X	X
									X	8000	Offices (Professional)		X	X	X	X	X	X	X	X	X	X
									X		Medical Offices		X	X	X		X	X	X	X	X	X
									X		Dental Offices		X	X	X		X	X	X	X	X	X

LEGEND:

X	Permitted
S	Special Use Permit
T	Temporary

Section 24.63. Permitted Uses

Residential Districts											PERSONAL / BUSINESS SERVICES	Non-Residential Districts										
AG	R-1	R-1A	R-1B	R-1-MH	R-2	R-3	RSM	RS	R-O	USE CODE	Uses	Notes	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD	
										6060	Bank		X			X	X	X	X	X	X	X
										6282	Financial Services (Advice/Invest)		X	X		X	X	X	X	X	X	X
										6030	Savings and Loans		X			X	X	X	X	X	X	X
										6060	Credit Unions		X	X		X	X	X	X	X	X	X
										6099	Check Cashing Agencies		X	X		X	X	X	X	X	X	X
										6099	Automatic Teller Machines (ATM's)		X	X		X	X	X	X	X	X	X
										7011	Hotel/Motel		X			X	X	X	X			X
									X	7011	Bed & Breakfast		X	X		X	X	X	X			X
										7211	Laundry/Dry Cleaning		X	X		X	X	X	X	X	X	X
										7212	Laundry/Dry Cleaning (Drop Off/Pick Up)		X	X		X	X	X	X	X	X	X
										7215	Laundry/Dry Cleaning (Self-Service)		X	X		X	X	X	X	X	X	X
										7219	Tailor Shop		X	X		X	X	X	X	X	X	X
										7251	Shoe Repair & Sales		X	X		X	X	X	X	X	X	X
										4724	Travel Agency		X	X		X	X	X	X	X	X	X
										7231	Beauty Shop (Non-College)		X	X		X	X	X	X	X	X	X
										7241	Barber Shop (Non-College)		X	X		X	X	X	X	X	X	X
										7221	Photo Studio		X	X		X	X	X	X	X	X	X
										7261	Funeral Home						X	X	X	X	X	X
										7299	Kiosk (Providing A Service)		X	X			X	X	X	X	X	X
											Nationalization/"Nacionalizacion" of Vehicles Enterprise						S	S	S	S	S	S

LEGEND:

X	Permitted
S	Special Use Permit

Date: 10/25/95 (Amended Ord. No. 93-O-228, 11/22/93; 95-O-227, 10/23/95; 2000-O-051, 3/6/00; 2002-O-211, 9/3/02; 2004-O-065, 4/5/04; 2007-O-229, 11/5/07; 2010-O-084, 7/6/10; 2015-O-126, 9/21/15)

Land Use Charts

Section 24.63. Permitted Uses

Residential Districts											PERSONAL / BUSINESS SERVICES	Non-Residential Districts										
AG	R-1	R-1A	R-1B	R-1-MH	R-2	R-3	RSM	RS	R-O	USE CODE	Uses	Notes	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD	
												Child Development Center		X	X		X	X				
												Interior Decorating Studio		X								
										7359	Tool Rental (Indoor Storage)		X	X		X	X	X	X	X	X	
										7359	Tool Rental (Outdoor Storage)							X	X	X	X	
										7381	Premises Security							X	X	X	X	
										7389	Auction (Indoors)							X	X	X	X	
										7629	Appliance Repair		X	X		X	X	X	X	X	X	
										1731	Communication Equipment Repair		X	X		X	X	X	X	X	X	
										7699	Locksmith		X	X		X	X	X	X	X	X	
										7911	Karate School (Martial Arts)		X	X		X	X	X	X	X	X	
										8249	Truck/Heavy Equip. Driving School							X	X	X	X	
										8299	Automobile Driving School		X	X		X	X	X	X	X	X	
									X	7911	Dance/Drama/Music/ Schools		X	X		X	X	X	X	X	X	
									X	8999	Artist Studio		X	X		X	X	X	X	X	X	
										4225	Mini - Storage/Warehouse			S			S	X	X	X	X	
									X		Diet Clinic		X	X		X	X	X	X	X	X	
									X		Pharmacies and Drug Stores		X	X		X	X	X	X	X	X	
									X		Health Spa		X	X		X	X	X	X	X	X	

LEGEND:

X	Permitted
S	Special Use Permit

Date: 11-22-93 (Amended Ord. No. 93-O-228, 11/22/93; 95-O-227, 10/23/95; 96-O-197, 11/4/96; 2002-O-211, 9/3/02; 2010-O-084, 7/6/10; 2015-O-126, 9/21/15)

Land Use Charts

Section 24.63. Permitted Uses

Residential Districts											RETAIL		Non-Residential Districts									
AG	R-1	R-1A	R-1B	R-1-MH	R-2	R-3	RSM	RS	R-O	USE CODE	Uses	Notes	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD	
										5211	Building Material Sales						X	X	X	X	X	X
										5251	Hardware Store		X	X		X	X	X	X	X	X	X
										5261	Lawnmower Sales and/or Repair			X		X	X	X	X	X	X	X
											Florist		X	X		X	X	X	X	X	X	X
X										5261	Plant Nursery (Outside Storage)		X	X		X	X	X	X	X	X	X
										5311	Department Store		X	X		X	X	X	X	X	X	X
										5331	Variety Store		X	X		X	X	X	X	X	X	X
										5411	Convenience Store (Drive Through)		X	X		X	X	X	X	X	X	X
										5541	Auto Repair (minor repairs)			X		X	X	X	X	X	X	X
										5431	Fruit and/or Vegetable Store		X	X		X	X	X	X	X	X	X
										5441	Confectionery Store (Retail)		X			X	X	X	X	X	X	X
										5461	Bakery (Retail)		X	X		X	X	X	X	X	X	X
										5015	Used Auto Supply Part Store(no on-site salvage)			X		X	X	X	X	X	X	X
										5531	Auto Supply Store (new parts)			X		X	X	X	X	X	X	X
										5541	Gasoline Service Station		X	X		X	X	X	X	X	X	X
										5511	Auto Dealer (Primarily New/Used)					X	X	X	X	X	X	X
										5521	Auto Dealer (Primarily Used)					X	X	X	X	X	X	X
										5551	Boat Dealer/Sales Only			X		X	X	X	X	X	X	X
											Grocery Store		X	X		X	X	X	X	X	X	X
											Meat Market & Butcher Shops		X	X		X	X	X	X	X	X	X
											Smoking Establishment								S	S	S	
											Drug and Tobacco Paraphernalia Shop (a/k/a Head Shop)									S	S	
											Tobacco Shop						S	S	S	S		
											Artist Supply		X	X		X	X	X	X	X	X	X

LEGEND:

X
S

Permitted
Special Use Permit

Section 24.63. Permitted Uses

Residential Districts											RETAIL	Non-Residential Districts										
AG	R-1	R-1A	R-1B	R-1-MH	R-2	R-3	RSM	RS	R-O	USE CODE	Uses	Notes	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD	
												Camera Shop		X	X		X	X	X	X	X	X
												Apparel Stores		X	X		X	X	X	X	X	X
										5561	Recreational Vehicle Dealer/Sales Only							X	X	X	X	
										5271	Mobile Home Dealer /Sales Only							X	X	X	X	
										5571	Motorcycle Dealer						X	X	X	X	X	
										5599	All Terrain Vehicle Dealer/Sales Only						X	X	X	X	X	
										5599	Aircraft Sales/Sales Only								X	X	X	
										5712	Furniture Sales (Indoor)		X	X		X	X	X	X	X	X	
										5712	Furniture Sales (Outdoor)							X	X	X	X	
										5712	Cabinet Shop (Manufacturing)								X	X	X	
										2431	Woodworking Shop (Manufacture)								X	X	X	
											Drapery Shop						X	X	X	X	X	
										5714	Upholstery Shop (Non-Auto)						X	X	X	X	X	
										5722	Major Appliances Sales (Indoor)			X		X	X	X	X	X	X	
										5722	Major Appliances Sales (Outdoor)							X	X	X	X	
									S	5810	Restaurant (Serving Alcohol)		X	S		X	S	X	X	X	X	
									X		Restaurant		X	X		X	X	X	X	X	X	
										5812	Restaurant (Drive-In)		X	X		X	X	X	X	X	X	
										5812	Restaurant (Drive-Thru)		X			X	X	X	X	X	X	
										5812	Restaurant (Kiosk)		X	X		X	X	X	X	X	X	
									X	5813	Private Club (Alcohol Served)		X	X		X	X	X	X	X	X	
										5912	Alcohol Sales/Off-Premise Consumption		X	X		X	X	X	X	X	X	
										5932	Antique Shop		X	X		X	X	X	X	X	X	

LEGEND:

X	Permitted
S	Special Use Permit

Date: 11-22-93 (Amended Ord. No. 93-O-228, 11/22/93; 2010-O-084, 7/6/10; 2013-O-005, 2/4/13; 2015-O-126, 9/21/15)

Land Use Charts

Section 24.63. Permitted Uses

Residential Districts										RETAIL	Non-Residential Districts											
AG	R-1	R-1A	R-1B	R-1-MH	R-2	R-3	RSM	RS	R-O	USE CODE	Uses	Notes	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD	
										5932	Consignment Shop		X					X	X	X	X	X
										5080	Heavy Machinery Sales/Display (Inside)						X	X	X	X	X	X
										5080	Heavy Machinery Sales/Display (Outdoor)							X	X	X	X	X
										5541	Fuel Dispensing, Private								X	X	X	X
										5932	Used Merchandise; Furniture							X	X	X	X	X
										5932	Used Merchandise; Flea Market								X	X	X	X
										5932	Pawn Shop						X	X	X	X	X	X
										5941	Bait and/or Tackle Shop		X	X		X	X	X	X	X	X	X
										5941	Bike Sales and/or Repair		X	X		X	X	X	X	X	X	X
									X	5945	Handicraft Shop		X	X		X	X	X	X	X	X	X
									X	5949	Needlework Shop		X	X		X	X	X	X	X	X	X
										5992	Florist		X	X		X	X	X	X	X	X	X
									X	5999	Art Dealer		X	X		X	X	X	X	X	X	X
										5999	Gravestone/Tombstone Sales						X	X	X	X	X	X
										5999	Pet Shop						X	X	X	X	X	X
										5999	Retail Store (Miscellaneous)		X	X		X	X	X	X	X	X	X
										4226	Portable Building leasing/storage						X	X	X	X	X	X
										4226	Portable Chemical Toilet leasing/storage						X	X	X	X	X	X
									X		Bookstores/Stationary Stores	Does not include Adult Bookstore	X	X		X	X	X	X	X	X	X
											Soda Fountain & Ice Cream Parlours		X	X		X	X	X	X	X	X	X
											Video Sales and Rental						X	X	X	X	X	X
											Imported Crafts (Retail Sale)	Outdoor display allowed	X				X	X	X	X	X	X

LEGEND:

X	Permitted
S	Special Use Permit

Date: 11-22-93 (Amended Ord. No. 93-O-228, 11/22/93; 98-O-028, 2/2/98; 2005-O-024, 2/7/05; 2010-O-084, 7/6/10; 2015-O-126, 9/21/15)

Land Use Charts

Section 24.63. Permitted Uses

Residential Districts											TRANSPORTATION / AUTOMOTIVE	Non-Residential Districts										
AG	R-1	R-1A	R-1B	R-1-MH	R-2	R-3	RSM	RS	R-O	USE CODE	Uses	Notes	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD	
X										4010	Railroad Right-of-Way							X	X	X	X	
										4013	Railroad Freight Depot								X	X	X	X
										4111	Passenger Terminal							X	X	X	X	
										4119	Limousine Service							X	X	X	X	
										4121	Taxi Stand		X	X		X	X	X	X	X	X	
										4141	Bus Charter Service							X	X	X	X	
										4200	Truck/Trailer Rental							X	X	X	X	
										7549	Auto Wrecker Service							X	X	X	X	
										7549	Auto Wrecker Service (Gas station)			X		X	X	X	X	X	X	
										4226	Auto Impound Yard (Public/Private)							X	X	X	X	
										4226	Inoperable Vehicle Holding Yard							X	X	X	X	
										4226	Auto Salvage								X	X	X	
										5012	Auto Auction							X	X	X	X	
										5541	Truck Stop (Including Gas Sales)							X	X	X	X	
										4173	Transit Maintenance/Equipment Facility							X	X	X	X	
										4212	Trucking Company								X	X	X	
											Public Scales							X	X	X	X	
											Private Scales							X	X	X	X	

LEGEND:

X
S

Permitted
Special Use Permit

Section 24.63. Permitted Uses

Residential Districts										TRANSPORTATION / AUTOMOTIVE		Non-Residential Districts												
AG	R-1	R-1A	R-1B	R-1-MH	R-2	R-3	RSM	RS	R-O	USE CODE	Uses	Notes	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD			
										4214	Transfer/Storage Terminal										X	X	X	
										7520	Accessory Parking	Depends on Principle Use												
										7521	Commercial Parking Lot (Cars)		X				X	X	X	X	X	X	X	
										7521	Commercial Parking Lot (Trucks/Heavy Equip.)							X	X	X	X	X	X	
										7521	Recreational Vehicle Parking Lot							X	X	X	X	X	X	
										7532	Auto Interior Shop							X	X	X	X	X	X	
										7532	Auto Body Repair							X	X	X	X	X	X	
										7522	Auto Paint Shop							X	X	X	X	X	X	
										7533	Auto Muffler Shop							X	X	X	X	X	X	
										7534	Auto Tire Repair							X	X	X	X	X	X	
										5531	Tire Sales (Indoors)							X	X	X	X	X	X	
										7539	Auto Glass Repair/Tinting							X	X	X	X	X	X	
										7539	Auto Repair (General)							X	X	X	X	X	X	
										7538	Auto Repair as Associated use to Retail Sales							X	X	X	X	X	X	
										7538	Truck/Heavy Equipment/Recreational Veh. Repair							X	X	X	X	X	X	
										3732	Boat Repair and/or Storage							X	X	X	X	X	X	

LEGEND:

X
S

Permitted
Special Use Permit

Section 24.63. Permitted Uses

Residential Districts											WHOLESALE TRADE	Non-Residential Districts											
AG	R-1	R-1A	R-1B	R-1-MH	R-2	R-3	RSM	RS	R-O	USE CODE		Uses	Notes	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD	
										4225	Warehouse/Storage (Inside)							X	X	X	X		
										4225	Warehouse/Storage (Outside)									X	X	X	
										5012	Automobile Sales - Wholesale								X	X	X	X	
										5012	Truck Sales - Wholesales									X	X	X	
										5031	Lumber Sales - Wholesales									X	X	X	
										5099	Firewood Sales - Wholsales									X	X	X	
										5080	Heavy Machinery Sales (Wholesales)									X	X	X	
										5093	Collection Container		X	X		X	X	X	X	X	X	X	
										5093	Collection Container								X	X	X	X	
										5093	Scrap/Waste Recycle Collection								X	X	X	X	
										5110	Paper and/or Paper Products (Wholesales)		X			X		X	X	X	X	X	
										5120	Drug, Drug Proprietaries,		X			X		X	X	X	X	X	
										5130	Apparrel, Piece Goods, and Notions		X			X	X	X	X	X	X	X	
										5140	Groceries/Related Products								X	X	X	X	

LEGEND:

X	Permitted
S	Special Use Permit

Date: 11-22-93 (Amended Ord. No. 93-O-228, 11/22/93; 2010-O-084, 7/6/10; 2015-O-126, 9/21/15)

Land Use Charts

Section 24.63. Permitted Uses

Residential Districts											WHOLESALE TRADE	Non-Residential Districts										
AG	R-1	R-1A	R-1B	R-1-MH	R-2	R-3	RSM	RS	R-O	USE CODE		Uses	Notes	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD
										5149	Bakery - Wholsale						X	X	X	X	X	
X										5150	Farm (Food) Products - Wholesale									X	X	X
										5150	Livestock - Wholesale									X	X	X
											Bulk Storage										X	
										5171	Bulk Storage Petroleum and/or Petroleum										X	
										5171	Petroleum Sales (Wholesales)							X	X	X	X	
										5182	Alcoholic Beverage Stoage and Distribution						X	X	X	X		
										4212	Transfer Station (Refuse/Pick - up)								X	X	X	
										5441	Confectionary Store								X	X	X	
										3565	Bottling Works								X	X	X	
											Mail Order											

LEGEND:

X	Permitted
S	Special Use Permit

Date: 11-22-93 (Amended Ord. No. 93-O-228, 11/22/93; 2010-O-084, 7/6/10; 2015-O-126, 9/21/15)

Land Use Charts

Section 24.63. Permitted Uses

Residential Districts											MANUFACTURING MINING / CONSTRUCTION	Non-Residential Districts									
AG	R-1	R-1A	R-1B	R-1-MH	R-2	R-3	RSM	RS	R-O	USE CODE	Uses	Notes	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD
S	S	S		S	S	S	S	S	S	1300	Oil and/or Gas Extraction			S	S	S	S	S	S	X	S
										1400	Mineral Extraction							S	S	X	S
										1442	Sand/Gravel Sales, Storage & Extraction							S	S	X	X
	X	X			X	X			X	1500	Contractor's On-Site Construction Office	Temporary	X	X	X	X	X	X	X	X	X
										1500	Contractor's Office/Sales,	No outside storage					X	X	X	X	X
										1500	Contractor's Shop with	Limited outside storage						X	X	X	X
										1500	Contractor's Shop with	Outside Storage							X	X	X
										2000	Light Manufacturing								X	X	X
										2010	Meat Products, Manufacturing								X	X	X
										2011	Meat Packing/Slaughtouse									X	
										2015	Poultry Slaughtering/Processing									X	
										2030	Food Canning Operation								X	X	X
										2080	Alcoholic Beverage Manufacturing								X	X	X
											Micro-Brewery		X								
										2300	Apparel Manufacturing								X	X	X
										2451	Mobile Home Manufacturing								X	X	X
										2711	Printer(Newspaper, etc...)		X			X			X	X	X
										2752	Printer								X	X	X

LEGEND:

X	Permitted
S	Special Use Permit

Date: 11-22-93 (Amended Ord. No. 93-O-228, 11/22/93; 2000-O-052, 3/6/00; 2010-O-084, 7/6/10; 2015-O-126, 9/21/15)

Land Use Charts

Section 24.63. Permitted Uses

Residential Districts											MANUFACTURING MINING / CONSTRUCTION	Non-Residential Districts											
AG	R-1	R-1A	R-1B	R-1-MH	R-2	R-3	RSM	RS	R-O	USE CODE	Uses	Notes	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD		
											Chemical & Allied Products Manufacturing	Non-hazardous									S	X	X
										2819	Hazardous Chemical Manufacture											S	
										2911	Petroleum Refining												X
										2911	Asphaltic Material Manufacturing												X
										3000	Rubber Product Manufacturing												X
										3000	Plastic Product manufacturing												X
										3111	Leather Tanning and/or Finishing												X
										3200	Stone/Clay/Glass Manufacturing									X	X		
										3320	Iron and/or Steel Foundry												X
										3330	Metal Smelting												X
										3460	Metal Forging and/or Heavy Stamping												X
										3531	Batching Plant (Temporary)												X
										3531	Batching Plant (Permanent)												X
										3800	Research Lab (Hazardous)												S
										3800	Sign Manufacturing									X	X	X	
										3993	Outside Storage									X	X	X	
										4226	Outside Storage (Accessory Use)									X	X	X	
										4226	Sanitary Landfill									X	X	X	
										4953	Refuse Disposal System									X	X	X	
										4953	Salvage and/or Reclamation (Indoors)									S	S	S	

LEGEND:

X	Permitted
S	Special Use Permit

Date: 11-22-93 (Amended Ord. No. 93-O-228, 11/22/93; 2010-O-084, 7/6/10; 2015-O-126, 9/21/15)

Land Use Charts

Section 24.63. Permitted Uses

Residential Districts											AMUSEMENT / RECREATION	Non-Residential Districts										
AG	R-1	R-1A	R-1B	R-1-MH	R-2	R-3	RSM	RS	R-O	USE CODE	Uses	Notes	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD	
X										4493	Boat Launching Ramp						X					
X										4493	Marina						X					
											R.V. Dry Storage Facilities							X				
X										4493	Fishing and Sightseeing Facilities	Institutional Concession Only	X			X	X	X	X	X	X	X
X										4493	Retail Sales of Fishing Bait and/or	Institutional Concession Only	X			X	X	X	X	X	X	X
X										4493	Snack Bars and Vending Machines	Institutional Concession Only	X	X	X	X	X	X	X	X	X	X
X										4493	Sanitary Sewage Pump-out Facilities	Institutional Concession Only						X	X	X	X	X
X										4493	Open Boat and/or R.V. Dry Storage	Institutional Concession Only						X	X	X	X	X
X											Boat Rental, Repair and/or Service	Institutional Concession Only					X	X	X	X	X	X
X										7999	Fishing Pier	Institutional Concession Only	X	X	X	X	X	X	X	X	X	X
X										4493	Parking Areas for Vehicles/Trailers/R.V's						X	X	X	X	X	X
X										4493	Restrooms with Shower Facilities					X	X	X	X	X	X	X
										7832	Motion Picture Theater (Indoor)		X			X	X	X	X	X	X	X
										7832	Motion Picture Theater (Outdoor)						X	X	X	X	X	X
										7922	Theater (Non-Motion Picture)		X			X	X	X	X	X	X	X
										7900	Amusement Services (Indoors)		X			X	X	X	X	X	X	X
X										7900	Amusement Services (Outdoors)							X	X	X	X	X
											Children's Amusement Services (Outdoors)						X	X	X			X
										7933	Bowling Center		X			X	X	X	X	X	X	X
									X	7991	Health Club (Physical Fitness)		X	X		X	X	X	X	X	X	X
										7993	Amusement Devices/Arcade		X	X		X	X	X	X	X	X	X
										7999	Billiard Parlor (Three or more tables)		X			X	X	X	X	X	X	X
										5812	Dinner Theatre		X			X	X	X	X	X	X	X

LEGEND:

X	Permitted
S	Special Use Permit

Section 24.63. Permitted Uses

Residential Districts											AMUSMENT / RECREATION	Non-Residential Districts										
AG	R-1	R-1A	R-1B	R-1-MH	R-2	R-3	RSM	RS	R-O	USE CODE	Uses	Notes	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD	
										7999	Skating Rink		X			X	X	X	X	X	X	X
											Shooting Range - Indoor							X	X	X	X	X
											Bar, Night Club, Cantina, and Saloon		X			X*		X	X	X	X	X
										7999	Exhibition Hall							X	X	X	X	X
										8412	Museum/Wax Museum							X	X	X	X	X
	X	X		X	X	X					Museum /Other than wax		X	X		X	X	X	X	X	X	X
	X	X		X	X	X			X	8412	Art Gallery		X	X	X	X	X	X	X	X	X	X
										7941	Stadium							X	X	X	X	X
										7997	Membership Sports		X	X		X	X	X	X	X	X	X
X										7992	Golf Course (Public/Private)						X	X	X	X	X	X
X	X	X			X	X	X	X		7992	Recreational Club (Members Only)		X	X	X	X	X	X	X	X	X	X
X	X	X		X	X	X	X	X		7999	Swimming Pool (Public)		X	X	X	X	X	X	X	X	X	X
X										7999	Day Camp			X		X	X	X	X	X	X	X
X	X	X		X	X	X	X	X	X	7999	Park and/or Playground (Public)		X	X	X	X	X	X	X	X	X	X
X										7999	Fairground							X	X	X	X	X
X										8422	Zoo							X	X	X	X	X
X										7948	Horse Racing Facility/Training							X	X	X	X	X
										7948	Race Track Operation							X	X	X	X	X
X										7999	Special Events (Temporary)		X	X		X	X	X	X	X	X	X
											Amusement Redemption Machine Establishment							X	X	X	X	X
										7999	Bingo Parlor		X			X		X	X	X	X	X
X	X	X		X	X	X	X	X	X		Park or Playground (Private)		X	X	X	X	X	X	X	X	X	X
											Carnival		X			X		X	X	X	X	X

LEGEND:

X	Permitted
S	Special Use Permit
*	Special Use Permit Required in HCBD

Date: 11-22-93 (Amended Ord. No. 93-O-228, 11/22/93; 95-O-227, 10/23/95; 96-O-196, 11/4/96; 2002-O-211, 9/3/02; 2003-O-047, 3/3/03; 2006-O-112, 6/5/06; 2010-O-084, 7/6/10; 2015-O-126, 9/21/15)

Land Use Charts

Section 24.63.2 Permitted Uses

Residential Districts											COMMUNICATIONS	Non-Residential Districts										
AG	R-1	R-1A	R-1B	R-1-MH	R-2	R-3	RSM	RS	R-O	USE CODE		Uses	Notes	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD
											AM Array	Additional onsite towers allowed		S	S		S	X	X	X	X	
X	X	X		X	X	X	X	X	X		Amateur Radio Station Operator (less than 50' ant.)			X	X		X	X	X	X	X	X
X	X	X		X	X	X	X	X	X		Antenna 30' or less for home. (TV/Radio)		X	X	X	X	X	X	X	X	X	X
											Antenna 30' or less in association w/ TV or Radio Station	Must be screened from R.O.W. by landscaping or opaque fence.		X	X		X	X	X	X	X	X
X					X	X			X		Antenna 30' or less on an existing structure			X	X		X	X	X	X	X	X
S					S	S			S		Antenna on an existing tower			X	X		X	X	X	X	X	X
X	X	X		X	X	X	X	X	X		Antenna or communication tower on property owned, leased or controlled by the City of Laredo.	No setback or separation provisions required.	X	X	X	X	X	X	X	X	X	X
S					S	S			S		Communication tower less than 90' for one user.			S	S		X	X	X	X	X	
S					S	S			S		Communication tower less than 120' for two users.			S	S		S	X	X	X	X	
S					S	S			S		Communication tower less than 150' for three users.			S	S		S	S	X	X	X	
S					S	S			S		Communication tower > 150' for unlimited users			S	S		S	S	X	X	S	
S					S	S			S		Communication tower addition for collocation (< 30 vert.)	Original setback or separation provisions apply. (One time only)		X	X		X	X	X	X	X	
S					S	S			S		Comm. tower relocation/reconst. for collocation(<50' Horiz)			X	X		X	X	X	X	X	
X	X	X		X	X	X	X	X	X		Cable Microcell network through the use of multiple low-powered transmitters/receivers attached to existing wireline systems, such as conventional cable or telephone wires, or similar technology that does not require a tower.			X	X	X	X	X	X	X	X	X
X										4811	Phone Exchange/Switching Station							X	X	X	X	
X											Radio and Television Studios							X	X	X	X	
X										4832	Radio Station (with Tower)			X	X	X	X	X	X	X	X	
X	X	X		X	X	X	X	X	X		Receive Only Antennas less than 50'.			X	X		X	X	X	X	X	
											Television Station (with Tower)			X	X	X	X	X	X	X	X	

Additional Provisions:

- (1) All setbacks and separation between communication towers shall conform to Tables I and II of Section 24.93.10 of the Laredo Land Development Code.
- (2) All preexisting communication towers and antennas shall comply with all applicable FAA, FCC, and building code standards.
- (3) Lighting of communication towers shall be prohibited except as required by FAA. No Sign shall be allowed on an antenna or communications tower.
- (4) The Building Official, may at his/her discretion, request of any applicant for an antenna or communication tower, a safety report by a qualified structural engineer.
- (5) Owners and/or operators of communication towers or antennas shall provide evidence that all franchises required by the City of Laredo have been obtained.
- (6) Each application for administrative approval shall contain all information as required in Section 24.93.10, paragraph (a), of the Laredo Land Development Code.
- (7) In order to encourage the use of monopoles, the Building Official may approve the reconstruction of a preexisting communications tower to monopole construction.

LEGEND:

- X Permitted
- S Special Use Permit

City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Cynthia Collazo, Deputy City Manager

Initiated By: Ruben A. Gonzalez, Owner/Applicant

Staff Source: Nathan Bratton, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 27, Unit I, P. 31, El Rancho Subdivision, located at 4116 Pecan Circle Dr., from R-3 (Mixed Residential District) to B-3 (Community Business District).

ZC-05-2018

Staff does not support the application and Planning & Zoning Commission recommends denial of the zone change. Therefore, the applicant has exercised the right to appeal this decision directly to City Council.

District II

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: II – The Honorable Vidal Rodriguez.

Proposed use: Auto Dealer.

Site: Raw and Undeveloped.

Surrounding land uses: Properties to the north, across State Highway 359, include vacant land, Stripes, Tractor Supply, LHCT Training, U.I.S.D. Curriculum and Instruction. South of the property are single family residential uses, multifamily residential uses, manufactured housing, vacant land and CMC Commercial Metals. East of the property are single family residential uses, multifamily residential uses, manufactured housing, vacant land, a barber shop, Snack Bar, envious Hair Studio, and a pool hall. West of the property are single family residential uses, multifamily residential uses, manufactured housing, Auto Sales, ACP Portable Toilet Rental, and Border Lease.

Comprehensive Plan: The Future Land Use Map recognizes this site as High Density Residential.

Transportation Plan: The Long Range Thoroughfare Plan has no designation for Pecan Circle Dr.

Letters sent to surrounding property owners: 19 In Favor: 0 Opposed: 4

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 7 to 0 vote, recommended denial of the proposed Zone Change.

STAFF RECOMMENDATION

Staff does not support the proposed zone change for the following reasons:

1. The proposed district is not consistent with the Comprehensive Plan's designation for this area as High Density Residential..
2. The proposed zone change is not compatible with the existing districts along this section of Pecan Circle Dr.
3. The proposed use will introduce more intense uses into an established residential neighborhood.

IMPACT ANALYSIS

B-3 (Community Business District): The purpose of the B-3 District (Community Business District) is to provide for those businesses and services serving a trade area larger than a neighborhood, but smaller than the entire city and located primarily along minor or principal arterial streets, as classified in the Transportation Plan of the City of Laredo. It is intended for this zoning classification to exist primarily abutting minor or principal arterial streets while preserving established residential neighborhoods along such streets.

Is this change contrary to the established land use pattern?

No, commercial uses are found within proximity to the site.

Would this change create an isolated zoning district unrelated to surrounding districts?

No, there is a B-3 District (Community Business District) abutting the property to the west.

Will change adversely influence living conditions in the neighborhood?

Yes, this section of Pecan Circle Dr. is an established residential corridor.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?

Yes, the existing R-3 (Mixed Residential District) does not allow for commercial uses.

*** Uses allowed in a B-3 District include but are not limited to the following:**

- Hotel/Motel
- Building Material Sales,
- Heavy Machinery Sales/ display (inside)
- Pawn Shop
- Portable Chemical Toilet- Leasing/Storage
- Auto Tire Repair
- Car Wash (Self-service)
- Parking areas for vehicles/trailers/RV's
- Amusement Services (Indoors)
- Children's Amusement Services (outdoors)
- Billiard Parlor, etc..

Refer to the attached Section 24.83 Permitted Uses for a list of allowed uses in B-3 Zoning District.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

[Ordinance](#)

[Aerial Map](#)

[Zoning Map](#)

[Zoning Overview Map](#)

[Dimensions Map](#)

[Future Land Use Map](#)

[Land Use Equivalents Chart](#)

[Permitted Uses](#)

[Survey](#)

[Pictures](#)

ORDINANCE NO. 2018-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 27, UNIT I, P. 31, EL RANCHO SUBDIVISION, LOCATED AT 4116 PECAN CIRCLE DR., FROM R-3 (MIXED RESIDENTIAL DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of Lot 27, Unit I, P. 31, El Rancho Subdivision, located at 4116 Pecan Circle Dr., from R-3 (Mixed Residential District) to B-3 (Community Business District).and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on October 19, 2017, and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **denial** of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on January 16, 2018, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning Lot 27, Unit I, P. 31, El Rancho Subdivision, located at 4116 Pecan Circle Dr., from R-3 (Mixed Residential District) to B-3 (Community Business District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2018.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

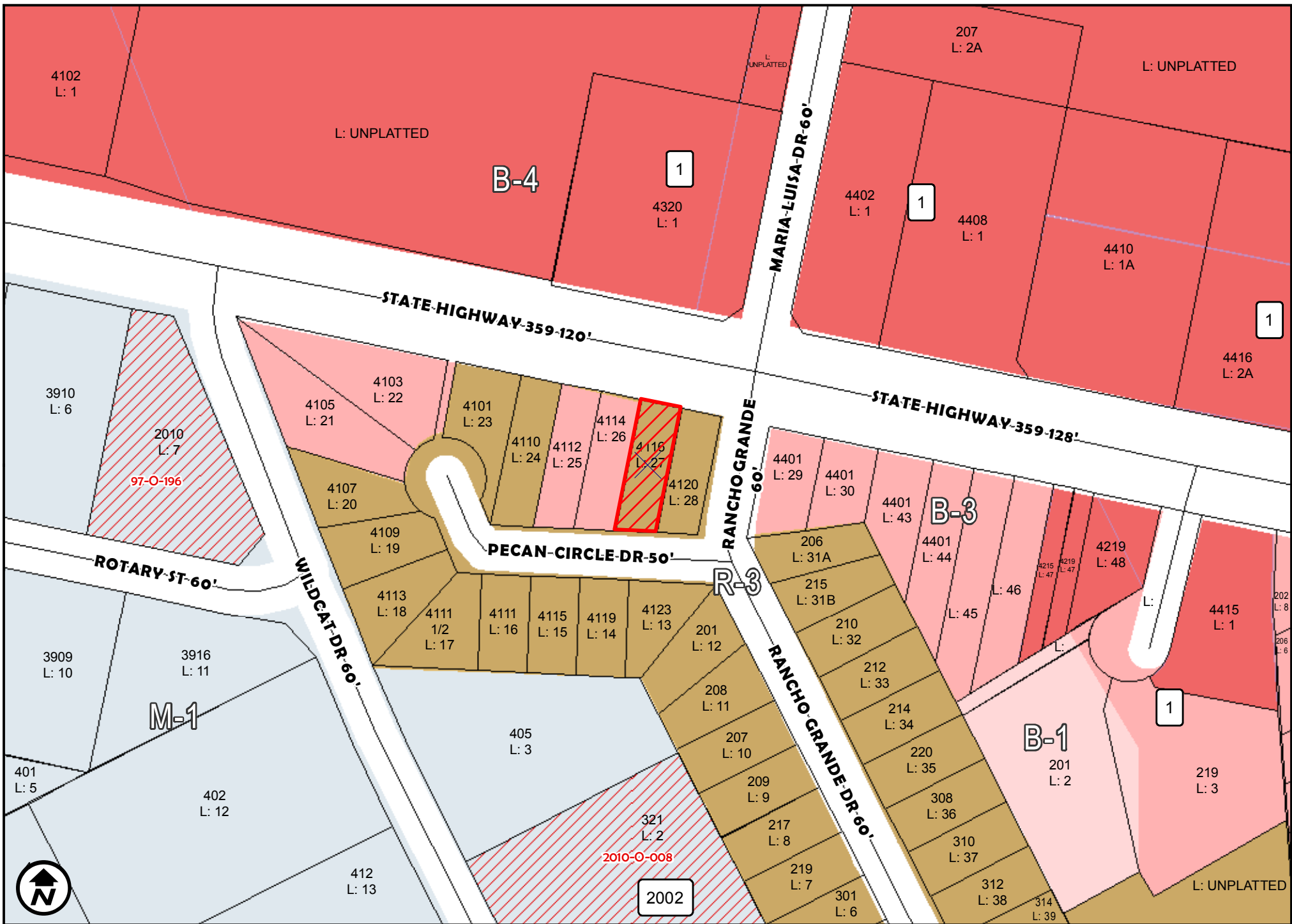
KRISTINA K. LAUREL HALE
CITY ATTORNEY



AERIAL MAP
1 inch = 100 feet

ZC-05-2018
COUNCIL DISTRICT 2
4116 PECAN CIRCLE DR

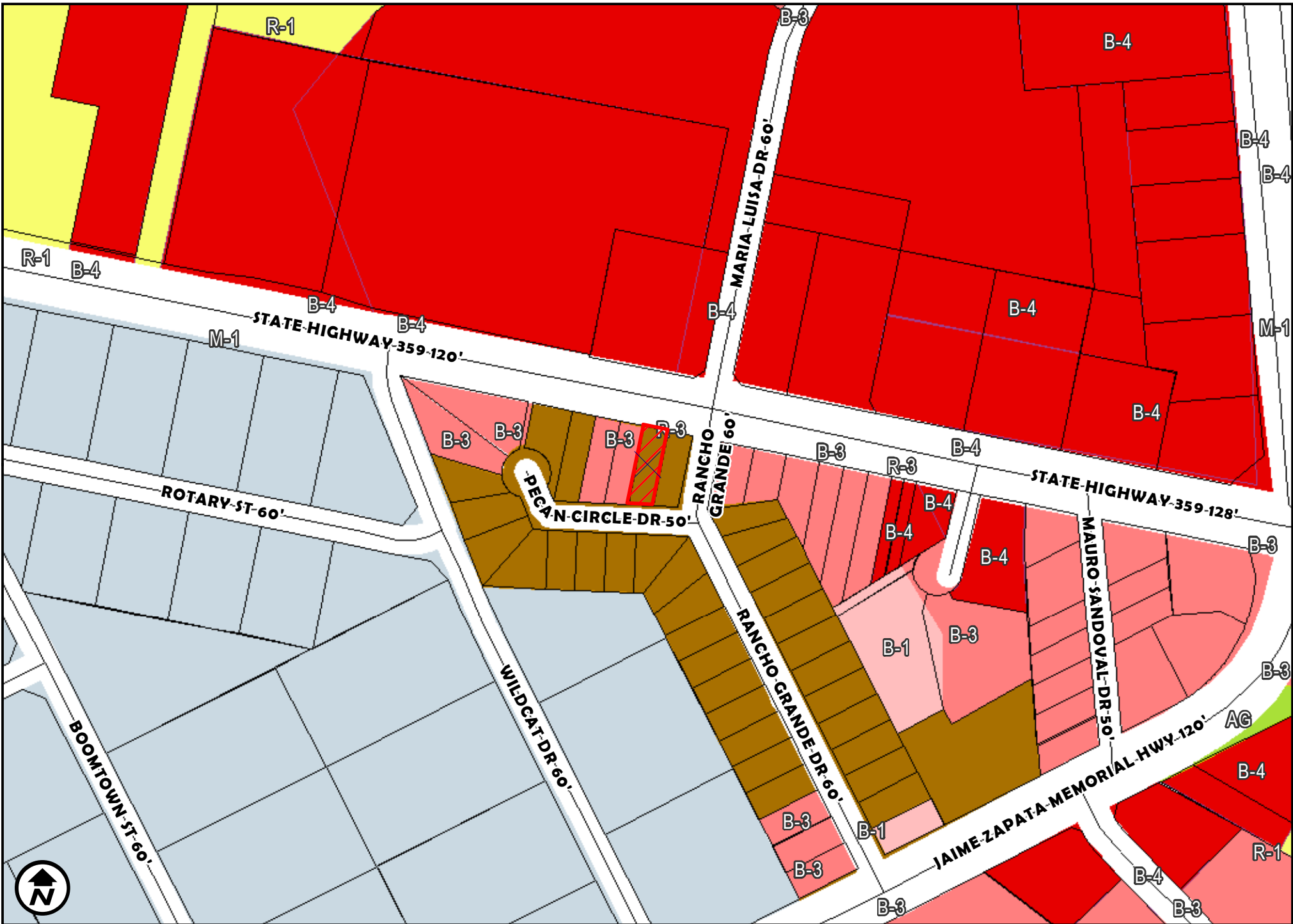
APPLICATION FOR
R3 (MIXED RESIDENTIAL DISTRICT)
→ B3 (COMMUNITY BUSINESS DISTRICT)



ZONING MAP
1 inch = 150 feet

ZC-05-2018
COUNCIL DISTRICT 2
4116 PECAN CIRCLE DR

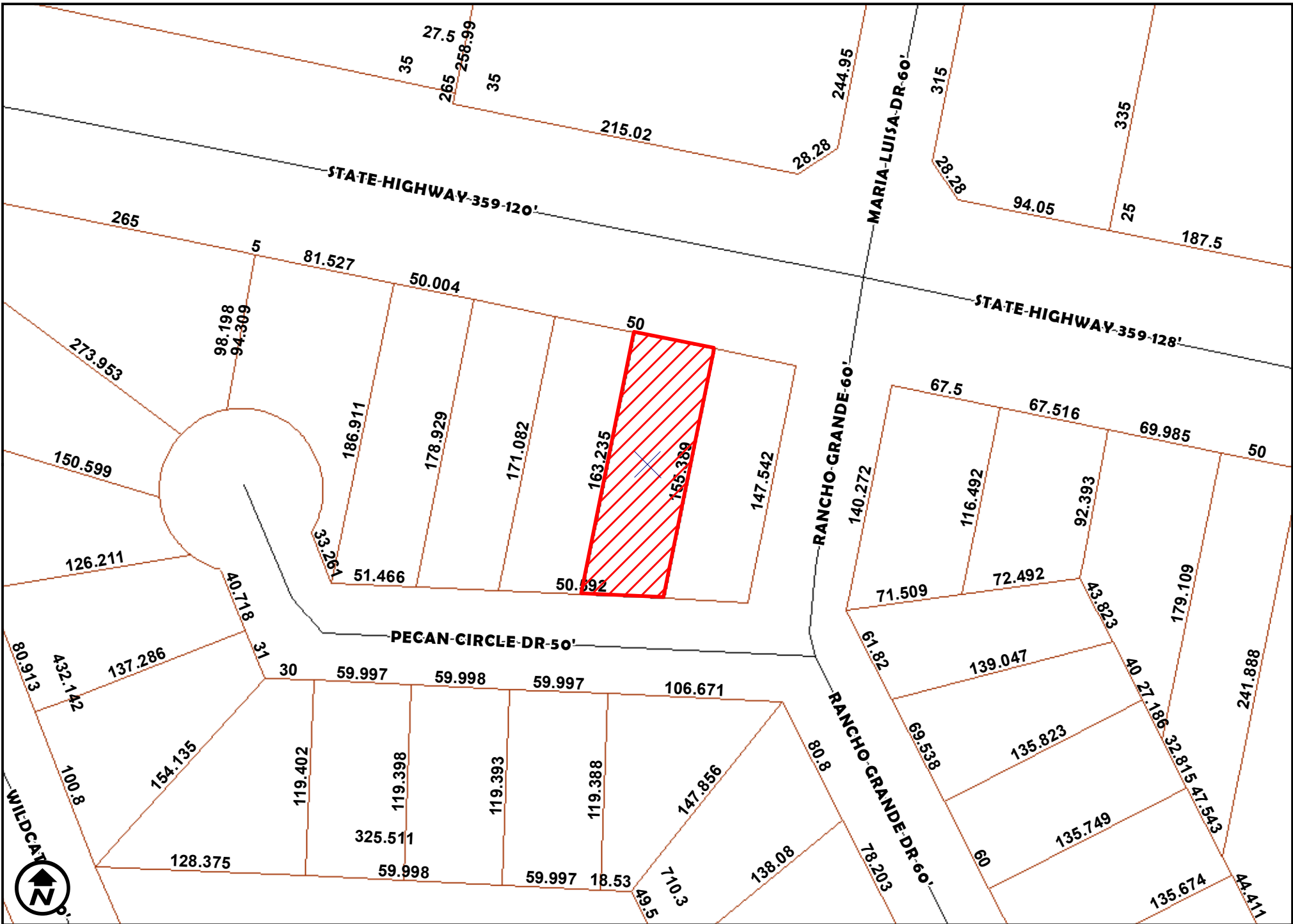
APPLICATION FOR
R3 (MIXED RESIDENTIAL DISTRICT)
-> B3 (COMMUNITY BUSINESS DISTRICT)



ZONING OVERVIEW
1 inch = 250 feet

ZC-05-2018
COUNCIL DISTRICT 2
4116 PECAN CIRCLE DR

APPLICATION FOR
R3 (MIXED RESIDENTIAL DISTRICT)
-> B3 (COMMUNITY BUSINESS DISTRICT)















DIMENSIONS MAP
1 inch = 75 feet

ZC-05-2018
COUNCIL DISTRICT 2
4116 PECAN CIRCLE DR

APPLICATION FOR
R3 (MIXED RESIDENTIAL DISTRICT)
→ B3 (COMMUNITY BUSINESS DISTRICT)

Land Use Equivalents Chart

New Land Use Types	Current Zoning Groups
 Agricultural / Rural	AG
 Low Density Residential	R-1, R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions *
 Medium Density Residential	R-1, R-O, R-2, B-1R, R1-B, Small format market
 High Density Residential	R-3, R-2, B-1R, B-1, R-O
 Neighborhood Mixed-Use	ALL EXCEPT M-1, M-2, B-4, AH, AN, FH, OG, FiH
 Mixed-Use Center	ALL EXCEPT, M-1, M-2, AH, AN, FH, OG. B4 allowed with exceptions**
 Downtown Mixed-Use	CBD, R-1, R-2, R-3, R-1B, R-1A, R-O, AE
 Institutional	CF, MF
 Light Industrial	M-1, B-4, B-3
 Heavy Industrial	M-1, M-2, B-4, B-3, FiH
 Transportation	AH, AN
 Parks	

* RO within a Low Density Residential is allowed with the exception of restaurants.

** Land uses allowed under a B4 are allowed with the exception of the following uses***:

- Farms, General (Crops & Livestock)
- Farms, General (Livestock/Ranch)
- Bulk Grain And/Or Feed Storage
- Veterinarian (Outdoor Animal Confinement)
- Stables (Private, Principle Use)
- Stables (Private, Accessory Use)
- Stables (Commercial)
- Auto Wrecker Service
- Inoperable Vehicle Holding Yard
- Jail
- Halfway House
- Scrap/Waste Recycle Collection
- Zoo
- Horse Training Facility
- Amusement Redemption Machine Establishment
- Auto Impound Yards
- Auto Salvage Yards
- Transit and Maintenance Vehicle Equipment Facility
- Collection Container

The intent of this table is to provide a transitional language between the uses recommended within the vision of this plan and the current land development uses which are organized through the use of zones. When the city's land development code is revised and adopted according to this plan, this table will no longer be necessary. This table should not be used to directly translate the current zoning to new land development code revisions. City staff should use discretion and best planning practices if using this table as guide in any approval process.

***Note: exceptions only apply to the extent that they do not contradict any other ordinances such as the Urban Agriculture Ordinance, as an example.



The city has no water features; only Casa Blanca. North Laredo Central Park could be turned into a river walk with an urban recreational lake surrounded by businesses.



Create incentives for job creation, economic development, and alternative land development options (higher and lower density).



Land Uses

Place types and neighborhoods are made up by different land uses in the future land use map. Specified land uses however, are not meant to equate to single-use zoning areas. Rather a land use type in the future land use map describes the overall character of a neighborhood.

Neighborhoods are generally made up of residential and mixed-use designations:

- Low-Density Residential** describes a neighborhood whose character is primarily defined by single-family homes. A diverse range of lot sizes and unit types is encouraged, along with an interconnected network of blocks, streets and public spaces. Denser housing types such as duplexes, fourplexes and small apartment buildings should be designed to fit into the character of a single-family residential neighborhood. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.
- Medium-Density Residential** describes a neighborhood that is primarily residential in character, but includes a full range of range of residential building types. These include single-family homes in small and medium sized lots, attached rowhouses and apartment buildings. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.



Low Density Residential



Medium Density Residential



High Density Residential

- **High-Density Residential** describes a neighborhood whose character is primarily defined by multi-family residential building types, but can also include single family homes in small lots and neighborhood-serving businesses. A diverse range of housing types is encouraged, including attached rowhouses, small and large apartment buildings, courtyard buildings and small mixed-use buildings. Small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should be sited to provide landmarks to the neighborhood.
- **Neighborhood Mixed-Use** describes a neighborhood-serving mixed-use district that includes multistory, mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.
- **Mixed-Use Center** describes a mixed-use center that includes multistory, mixed-use buildings with commercial, office and residential uses. Regional or neighborhood oriented shopping areas are encouraged as a primary feature. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.
- **Downtown Mixed-Use** describes the most intense urban development in the City of Laredo. Reserved primarily for downtown Laredo, it includes multi-story mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between the downtown and primarily residential neighborhoods. The addition of residential uses on the upper floors of downtown buildings is encouraged as a priority for downtown revitalization.



Neighborhood Mixed-Use



Mixed-Use Center



Downtown Mixed-Use

B-3 Zoning Permitted Uses
Section 24.63

Greenhouse (Non-Retail/Hobby)	Servants Quarters	Philanthropic Organization
Greenhouse (Retail)	Emergency Ambulance Service	Church/Sanctuary
Plant Nursery (Retail Sales)	Post Office (Governmental)	Fellowship Halls
Single Family Detached	Mailing Service (Private)	Church affiliated uses
Single Family Zero Lot Line	Electrical Transmission Line	Rectory/Parsonage
Single Family Townhouse	Gas Transmission Line	Monastery/Convent
Two Family (Duplex)	Utility Distribution Line	Government Building
Three Family (Triplex)	Utility Shop and Storage	Police Station
Four Family (Quadruplex)	Sewage Pumping Station(Lift Station)	Fire Station
Multi-Family	Water Booster Station	Library
Condominiums	Elementary School, K thru 6 (Public & Private)	Political campaign headquarters
Townhouse	Middle School, 6 thru 9 (Public & Private)	Credit Agency
Garage Conversion	High School, 9 thru 12 (Public & Private)	Office (Brokerage Service)
Accessory Building/Structure	College (Community or Junior)	Insurance Agency Offices
Home Occupation "A"	University (Four year)	Real Estate Offices
Home Occupation "B"	Adult Day Care	Offices (Professional)
Travel Trailer/RV Park (SUP)	Child Day Care (13 or more)	Medical Offices
Manufactured Housing Park (SUP)	Orphanage	Dental Offices
Rooming/Boarding House	Community Center	Financial Services (Advice/Invest)
Fraternity/Sorority House	Fraternal Organization or Social Club	Credit Unions

B-3 Zoning Permitted Uses
Section 24.63

Registered Child-Care Home/Licensed Child Care Home	Civic Club	Check Cashing Agencies
Automatic Teller Machines (ATM's)	Mini - Storage/Warehouse	Artist Supply
Bed & Breakfast	Diet Clinic	Camera Shop
Laundry/Dry Cleaning	Pharmacies and Drug Stores	Apparel Stores
Laundry/Dry Cleaning (Drop Off/Pick Up)	Health Spa	Furniture Sales (Indoor)
Laundry/Dry Cleaning (Self-Service)	Hardware Store	Major Appliances Sales (Indoor)
Tailor Shop	Lawnmower Sales and/or Repair	Restaurant (Serving Alcohol)
Shoe Repair & Sales	Florist	Restaurant
Travel Agency	Plant Nursery (Outside Storage)	Restaurant (Drive-In)
Beauty Shop (Non-College)	Department Store	Restaurant (Kiosk)
Barber Shop (Non-College)	Variety Store	Private Club (Alcohol Served)
Photo Studio	Convenience Store (Drive Through)	Bait and/or Tackle Shop
Kiosk (Providing A Service)	Drug Store	Bike Sales and/or Repair
Child Development Center	Auto Repair (minor repairs)	Handicraft Shop
Tool Rental (Indoor Storage)	Fruit and/or Vegetable Store	Needlework Shop
Appliance Repair	Bakery (Retail)	Florist
Communication Equipment Repair	Used Auto Supply Part Store(no on-site salvage)	Art Dealer
Locksmith	Auto Supply Store (new parts)	Retail Store (Miscellaneous)
Karate School (Martial Arts)	Gasoline Service Station	Bookstores/Stationary Stores
Automobile Driving School	Boat Dealer/Sales Only	Soda Fountain & Ice Cream Parlors
Dance/Drama/Music/ Schools	Grocery Store	Taxi Stand

B-3 Zoning Permitted Uses
Section 24.63

Artist Studio	Meat Market & Butcher Shops	Auto Wrecker Service (Gas station)
Minor Repair Garage	Beauty College/School	Pawn Shop
Collection Container	School, Vocational/Technical Education	Gravestone/Tombstone Sales
Contractor's On-Site Construction Office	Trade School, (Private or Public)	Pet Shop
Fishing Pier	Business School (Private or Public)	Portable Building leasing/storage
Health Club (Physical Fitness)	Bank	Portable Chemical Toilet leasing/storage
Amusement Devices/Arcade	Savings and Loans	Video Sales and Rental
Museum /Other than wax	Hotel/Motel	Imported Crafts (Retail Sale)
Art Gallery	Funeral Home	Commercial Parking Lot (Cars)
Membership Sports	Nationalization/"Nacionalizacion" of Vehicles Enterprise (SUP)	Auto Tire Repair
Recreational Club (Members Only)	Building Material Sales	Tire Sales (Indoors)
Swimming Pool (Public)	Confectionery Store (Retail)	Auto Glass Repair/Tenting
Day Camp	Auto Dealer (Primarily New/Used)	Auto Repair as Associated use to Retail Sales
Park and/or Playground (Public)	Auto Dealer (Primarily Used)	Car Wash (Self-Service)
Special Events (Temporary)	Motorcycle Dealer	Commercial Car Wash (Detail hop)
Park or Playground (Private)	All Terrain Vehicle Dealer/Sales Only	Quick Lube/Oil Change
Golf Course (Public/Private)	Drapery Shop	Vehicle Wash (Private)
Hay, Grain and/or Feed Sales	Upholstery Shop (Non-Auto)	State Vehicle Inspection
Veterinarian (Indoor Animal Confinement)	Restaurant (Drive-Thru)	Apparel, Piece Goods, and Notions

B-3 Zoning Permitted Uses
Section 24.63

College Dormitory (On Campus) (Overlay Zone)

Water Supply Facility (Public)

Water Supply Facility (Private)

Vehicles/Trailers/R.V's

Motion Picture Theater (Indoor)

Motion Picture Theater (Outdoor)

Theater (Non-Motion Picture)

Amusement Services (Indoors)

Children's Amusement Services (Outdoors)

Bowling Center

Billiard Parlor (Three or more tables)

Dinner Theatre

Skating Rink

Alcohol Sales/Off-Premise Consumption

Antique Shop

Heavy Machinery Sales/Display (Inside)

Bakery - Wholesale

Oil and/or Gas Extraction (SUP)

Parking Areas for



ZC-5-2018

Lot 27, Unit I, P. 31, El Rancho Subdivision
R-3 to B-3





City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Monica C. Flores, Executive Director

Staff Source: Claudio Treviño Jr., Chief of Police

SUBJECT

Public Hearing and Introductory Ordinance Amending the City of Laredo FY 2017-2018 Special Police Fund by appropriating additional revenues and expenditures in the amount of \$83,183.00 to fund the 2017 State Homeland Security Program (SHSP)-Law Enforcement Terrorism Prevention Activities (LETPA). This funding will be used to replace one fully equipped bomb vehicle that is essential and necessary in the prevention of terrorism events. No local match is required. Funding is available in the Special Police fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Resolution 2017-R-120 to accept the grant was approved by council on 11/06/2017.

BACKGROUND

The Homeland Security Grants Division (HSGD) of the Governor's Office awarded funding for projects that support state and local efforts to prevent terrorism and other catastrophic events and prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens.

Presently the South Texas Development Council (STDC) region has only one explosive disposal unit, situated in Laredo, TX, consisting of four members (two teams) for the entire region. The unit serves as a regional response team and supports, via a task force, the ATF Laredo office. The goal of this unit is to deter and disrupt threats of terrorists attack at the earliest point possible. This involves responding to countless reports of suspicious devices, packages, and cargo while working with other local, state, and federal agencies. Funding for this project will be utilize to upgrade and replace a fully equipped bomb unit, essential and necessary in the prevention of terrorism events.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

That this public hearing is approved.

Fiscal Impact

Fiscal Year: 2018
Budgeted Y/N?: N
Source of Funds: Grant
Account #: 229
Change Order: Exceeds 25% Y/N: N/A

FINANCIAL IMPACT:

Funding is available in the Special Police Fund.

	Budget	Amendment	Amended Budget
Revenues- LETPA Grant	-	\$83,183	\$83,183
Expenditures- LETPA Grant	-	\$83,183	\$83,183

Attachments

Award Letter

Homeland Security Grant Program - Replace fully equipped bomb unit vehicle

Public Hearing and Introductory Ordinance



GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://eGrants.gov.texas.gov> and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Subrecipient Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer HSGD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program.

A handwritten signature in blue ink that reads "Aimee Snoddy".

Aimee Snoddy
Director
Homeland Security Grants Division

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter I of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	3380901	Award Amount:	\$83,183.00
Date Awarded:	PREVIEW - AWARD NOT ACTIVE	Grantee Cash Match:	\$0.00
Grant Period:	10/01/2017 - 09/30/2018	Grantee In Kind Match:	\$0.00
Liquidation Date:	12/29/2018	Total Project Cost:	\$83,183.00
Program Fund:	HS-Homeland Security Grant Program (HSGP)		
Grantee Name:	Laredo, City of		
Project Title:	Replace Fully Equipped Bomb Unit Vehicle		
Grant Manager:	Dorothy Caston		
DUNS Number:	785399833		
CFDA:	97.067 - Homeland Security Grant Program (HSGP)		
Federal Awarding Agency:	U.S. Department of Homeland Security, Federal Emergency Management Agency		
Federal Award Date:	9/1/2017		
Federal/State Award ID Number:	EMW-2017-SS-00005		
Total Federal Award/State Funds Appropriated:	\$80,206,000.00		
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)		

Is the Award R&D: No

Federal/State Award Description:

The purpose of the HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

List of Application Errors and Incomplete Information

Item(s) that Need to be Resolved	Tab Name
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List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
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Public Hearing and Introductory Ordinance

Amending the City of Laredo FY 2017-2018 Special Police Fund by appropriating additional revenues and expenditures in the amount of \$83,183 to fund the 2017 State Homeland Security Program (SHSP)-Law Enforcement Terrorism Prevention Activities (LETPA). This funding will be used to replace one fully equipped bomb vehicle that is essential and necessary in the prevention of terrorism events. No local match is required.

Whereas, the City Council previously adopted the budget for fiscal year 2018; and

Whereas, it is being requested to amend the FY2018 Special Police Fund by appropriating additional revenues and expenditures in the amount of \$83,183;

Whereas, the City of Laredo has accepted the amount of \$83,183 from the Office of the Governor's Homeland Security Grants Division to fund the 2017 State Homeland Security Program (SHSP)-Law Enforcement Terrorism Prevention Activities (LETPA) Grant; and

Whereas, the City of Laredo will use these funds for law enforcement terrorism prevention activities; and

Whereas, the City of Laredo has agreed that in the event of loss or misuse of funds, the City of Laredo assures that the funds will be returned to the Office of the Governor's Homeland Security Grants Division.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: Amending the City of Laredo FY 2017-2018 Special Police Fund by appropriating additional revenues and expenditures in the amount of \$83,183 to fund the 2017 State Homeland Security Program (SHSP)-Law Enforcement Terrorism Prevention Activities (LETPA). This funding will be used to replace one fully equipped bomb vehicle that is essential and necessary in the prevention of terrorism events. No local match is required.

Section 2: This Ordinance shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2018.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA L. HALE
ACTING CITY ATTORNEY

City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Martin Aleman, Executive Director of Finance and Technology

Initiated By: Riazul Mia, P.E., Utilities Director

Staff Source: Riazul I Mia, PE, Utilities Director

SUBJECT

Public Hearing and Introductory Ordinance Amending Chapter 31 (Utilities), Article III, (Water), Division 3 (Rates and Charges) section 31-138 (Water rates) by adding a fixed monthly water demand fee based on meter sizes as stated in table 4 (from \$1 to \$50 based on meter size); amending section 31-138.1.1 (fees) by implementing new account connection fees for same business day service (from \$35 to \$75 based on the need for meter setup); amending section 138.1.2 (service charges) by adding fees for installation of tee-connections, reducing the water tap fee for irrigation meters, amending the cost for 2" waterline extensions for service connections if needed, deleting the meter and meter installation fee for 5/8" meter, and reducing the security deposits for new customers who are 65 years or older and veterans; creating section of 31-138.4 (refund security deposits); amending section 31-141(b) by reducing the connection fees for residential services to a flat rate, adding a water connection fee for residential services to the Colonias, and reducing the connection fees for 8" commercial meter, amending section 31-141(f) by including the water demand fees; deleting section 31-141.1.1 (security deposits); providing for severability; providing this ordinance shall be cumulative; providing for publication; and providing an effective date.

PREVIOUS COUNCIL ACTION

During the budget presentation in August 2017, staff presented the demand fees to City Council and council had approved it through a motion.

BACKGROUND

The cost of water rights was \$720/ac-ft in 1996 and \$3000/ac-ft in 2015. City needs to acquire more water rights to meet the future demands and staff is recommending to implement a fixed monthly demand fees based on the meter size to generate additional revenue to additional water rights. Currently the only revenue collected during platting and meter connection fees are close to \$1.0 million which can only provide additional 300 ac-ft of water.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Introduction of the Ordinance

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Revenues generated will be deposited into the Utilities Funds.

Attachments

2018-O-

ORDINANCE NO 2018-O-__

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 31 (UTILITIES), ARTICLE III, (WATER), DIVISION 3 (RATES AND CHARGES) SECTION 31-138 (WATER RATES) BY ADDING A FIXED MONTHLY WATER DEMAND FEE BASED ON METER SIZES AS STATED IN TABLE 4 (FROM \$1 TO \$50 BASED ON METER SIZE); AMENDING SECTION 31-138.1.1 (FEES) BY IMPLEMENTING NEW ACCOUNT CONNECTION FEES FOR SAME BUSINESS DAY SERVICE (FROM \$35 TO \$75 BASED ON THE NEED FOR METER SETUP); AMENDING SECTION 138.1.2 (SERVICE CHARGES) BY ADDING FEES FOR INSTALLATION OF TEE-CONNECTIONS, REDUCING THE WATER TAP FEE FOR IRRIGATION METERS, AMENDING THE COST FOR 2" WATERLINE EXTENSIONS FOR SERVICE CONNECTIONS IF NEEDED, DELETING THE METER AND METER INSTALLATION FEE FOR 5/8" METER, AND REDUCING THE SECURITY DEPOSITS FOR NEW CUSTOMERS WHO ARE 65 YEARS OR OLDER AND VETERANS; CREATING SECTION OF 31-138.4 (REFUND SECURITY DEPOSITS); AMENDING SECTION 31-141(B) BY REDUCING THE CONNECTION FEES FOR RESIDENTIAL SERVICES TO A FLAT RATE, ADDING A WATER CONNECTION FEE FOR RESIDENTIAL SERVICES TO THE COLONIAS, AND REDUCING THE CONNECTION FEES FOR 8" COMMERCIAL METER, AMENDING SECTION 31-141(F) BY INCLUDING THE WATER DEMAND FEES; DELETING SECTION 31-141.1.1 (SECURITY DEPOSITS); PROVIDING FOR SEVERABILITY; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the water system continues to provide the necessary services to assure that the water system continues to provide the highest level of services to our customers; and

WHEREAS, there is a need for acquisitions of additional water rights to meet future demands; and

WHEREAS, the City Council has determined that a monthly fixed water demand fee needs to be implemented to secure additional water rights.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1. The City of Laredo Code of Ordinances, Chapter 31, Utilities, Article III, Water, Division 3, Rates and Charges, is hereby amended as follows:

ARTICLE III: WATER

DIVISION 3: RATES AND CHARGES

Sec. 31-138. Water Rates

Premises connected with water system. Charges shall be paid by all persons owning or occupying premises which are connected with the water system in accordance with the following schedule of rates; and such charges as are hereinafter described are hereby levied and assessed, as hereinafter provided:

For each defined customer class, monthly water rates and charges shall be based on metered water consumption in units of measure of 1,000 gallons (*Table 2 & Table 3*) with the exception of the minimum fee of 2,000 gallons as described *in (Table 1)* [~~on the following tables~~] scheduled for annual adjustments beginning on October 1, 2010, and every year that follows up through October 2014. Thereafter, a two (2) percent increase on all minimum charges and volumetric rates shall be implemented for all active water meters.

Water rates also include a fixed monthly water demand fee based on meter size as described in Table 4. This fee is applicable to Irrigation, Fire Hydrant, Agriculture, Industrial and Temporary construction meters.

Meter Sized Based Minimum Monthly Water Charges for Metered Consumption from Zero (0) to Two Thousand (2,000) Gallons.

TABLE 1. [CITY OF LAREDO, TEXAS; PROPOSED] MINIMUM CHARGES

	Effective:							
	{Oct. 2014}	{Oct 2015}	{Oct. 2016}	Oct. 2017	Oct. 2018	Oct. 2019	Oct. 2020	10/2021 & Forward Annual % Increase
<i>Residential</i>								
5/8" & 3/4" Meter	[\$9.25]	[\$9.44]	[\$9.63]	\$9.82	\$10.02	\$10.22	\$10.42	2%
1" Meter	[\$20.15]	[\$20.55]	[\$20.96]	\$21.38	\$21.81	\$22.25	\$22.70	2%
1½" Meter	[\$28.50]	[\$29.07]	[\$29.65]	\$30.24	\$30.84	\$31.46	\$32.09	2%
2" Meter	[\$44.25]	[\$45.14]	[\$46.04]	\$46.96	\$47.90	\$48.86	\$49.84	2%

<i>Commercial</i>									
5/8" & 3/4" Meter	[\$34.85]	[\$35.55]	[\$36.26]	\$36.99	\$37.73	\$38.48	\$39.25	2%	
1" Meter	[\$37.86]	[\$38.62]	[\$39.39]	\$40.18	\$40.98	\$41.80	\$42.64	2%	
1 1/2" Meter	[\$42.11]	[\$42.95]	[\$43.81]	\$44.69	\$45.58	\$46.49	\$47.42	2%	
2" Meter	[\$58.11]	[\$59.27]	[\$60.46]	\$61.67	\$62.90	\$64.16	\$65.44	2%	
3" Meter	[\$115.61]	[\$117.92]	[\$120.28]	\$122.69	\$125.14	\$127.64	\$130.19	2%	
4" Meter	[\$174.61]	[\$178.10]	[\$181.66]	\$185.29	\$189.00	\$192.78	\$196.64	2%	
6" Meter	[\$314.46]	[\$320.75]	[\$327.17]	\$333.71	\$340.38	\$347.19	\$354.13	2%	
8" Meter	[\$463.51]	[\$472.78]	[\$482.24]	\$491.88	\$501.72	\$511.75	\$521.99	2%	

Customer Class Based Volumetric Monthly Water Rates for Metered Consumption greater than 2,000 Gallons

[CITY OF LAREDO, TEXAS

~~PROPOSED WATER RATES: Residential]~~ TABLE 2. RESIDENTIAL WATER RATES

Begin Gallons	End Gallons	[Oct.-2014]	[Oct-2015]	[Oct.-2016]	Oct. 2017	Oct. 2018	Oct. 2019	Oct. 2020	10/2021 & Forward Annual % Increase
2,001	4,000	[\$1.80]	[\$1.84]	[\$1.88]	\$1.92	\$1.96	\$2.00	\$2.04	2%
4,001	10,000	[\$1.93]	[\$1.97]	[\$2.01]	\$2.05	\$2.09	\$2.13	\$2.17	2%
10,001	20,000	[\$2.00]	[\$2.04]	[\$2.08]	\$2.12	\$2.16	\$2.20	\$2.24	2%
20,001	30,000	[\$2.13]	[\$2.17]	[\$2.21]	\$2.25	\$2.30	\$2.35	\$2.40	2%
30,001	40,000	[\$2.25]	[\$2.30]	[\$2.35]	\$2.40	\$2.45	\$2.50	\$2.55	2%
40,001	50,000	[\$2.36]	[\$2.41]	[\$2.46]	\$2.51	\$2.56	\$2.61	\$2.66	2%
50,001	Greater	[\$4.71]	[\$4.80]	[\$4.90]	\$5.00	\$5.10	\$5.20	\$5.30	2%

[CITY OF LAREDO, TEXAS

~~PROPOSED WATER RATES: Commercial]~~ TABLE 3. COMMERCIAL WATER RATES

Begin	End	[Oct.-	[Oct-	[Oct.-	Oct.	Oct.	Oct.	Oct.	10/2021
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Gallons	Gallons	2014]	2015]	2016]	2017	2018	2019	2020	& Forward Annual % Increase
2,001	4,000	[\$1.93]	[\$1.97]	[\$2.01]	\$2.05	\$2.09	\$2.13	\$2.17	2%
4,001	10,000	[\$2.37]	[\$2.42]	[\$2.47]	\$2.52	\$2.57	\$2.62	\$2.67	2%
10,001	40,000	[\$2.99]	[\$3.05]	[\$3.11]	\$3.17	\$3.23	\$3.29	\$3.36	2%
40,001	150,000	[\$3.16]	[\$3.22]	[\$3.28]	\$3.35	\$3.42	\$3.49	\$3.56	2%
150,001	300,000	[\$3.41]	[\$3.48]	[\$3.55]	\$3.62	\$3.69	\$3.76	\$3.84	2%
300,001	600,000	[\$3.76]	[\$3.84]	[\$3.92]	\$4.00	\$4.08	\$4.16	\$4.24	2%
600,001	1,000,000	[\$4.45]	[\$4.54]	[\$4.63]	\$4.72	\$4.81	\$4.91	\$5.01	2%
1,000,001	Greater	[\$4.56]	[\$4.65]	[\$4.74]	\$4.83	\$4.93	\$5.03	\$5.13	2%

TABLE 4. WATER DEMAND FEES

<i>Meter size in inches</i>	<i>Proposed fixed fees/month</i>
<i><u>5/8 and 3/4</u></i>	<i><u>\$1.00</u></i>
<i><u>1 and 1 ½</u></i>	<i><u>\$2.00</u></i>
<i><u>2</u></i>	<i><u>\$6.00</u></i>
<i><u>3</u></i>	<i><u>\$8.00</u></i>
<i><u>4</u></i>	<i><u>\$15.00</u></i>
<i><u>6 and 8</u></i>	<i><u>\$50.00</u></i>

Sec. 31-138.1.1 FEES

Meter Service fee\$ 10.00

Reconnection fees *for existing accounts*:

~~[(DENP – Disconnect for nonpayment)]~~

Next business day (M—F)\$35.00

Same business day ~~[and after business hours up to midnight]~~ ...\$55.00

Weekends and holidays\$75.00

Connection fees for new accounts:

Next business day (M—F)\$0.00

Same business day residential account \$35.00 or \$75.00 if a new meter setup is required.

Nonsufficient fund checks fees:

N.S.F. check service charge ~~[before 5:00 p.m.]~~\$25.00

~~[N.S.F. check service charge after 5:00 p.m.\$25.00]~~

Late fee:

~~A~~ ~~[L]~~ late fee ~~of [.....]~~ 5% or \$5.00, ~~[W]~~ whichever is greater, is charged to the balance owed on the account at the beginning of the second business day after the bill due date of each month

Exemptions: 1. Customers who are 65 years and older (must provide driver’s license or Texas I.D.), 2. ~~[All v]~~ Veterans (must provide DD214 certification and Valid I.D.)

Meter installation fee:

Meter Size	[Proposed] Cost
[5/8" x 3/4"]	[\$93.20]
3/4" x 3/4"	\$93.20
1"	\$94.53
1 1/2"	\$404.74
2" Compound	\$406.31
3"	\$836.29
4"	Actual Cost
6"	Actual Cost
8"	Actual Cost

SECURITY DEPOSITS REQUIRED

Size of meter, residential:

¾"\$100.00

1"\$150.00

1½" ...\$150.00

2"\$300.00

3"\$600.00

4"\$800.00

For (1) customers who are sixty-five (65) years and older (must provide driver's license or Texas I.D.) and (2) veterans (must provide DD214 certification and valid I.D.) the deposit is \$30.00.

Size of meter, commercial:

¾"\$150.00

1"\$225.00

1½" ...\$225.00

2"\$300.00

3"\$600.00

4"\$800.00

6"\$1,000.00

8"\$1,200.00

COST OF METER
(DOES NOT INCLUDE WATER AVAILABILITY FEES)

Meter Size	[*AMI- New]-Cost	[*AMR-New Cost]
5/8" x 3/4"	[\$180.90]	[\$156.81]

3/4" x 3/4"	\$180.90 [\$206.20]	[\$182.11]
1"	\$253.01	[\$228.92]
1 1/2"	\$572.15	[\$547.93]
2" Turbine	\$1,031.24	[\$856.54]
2" Compound	\$1,324.91	[\$1,278.10]
3"	\$2,400.43	[\$2,349.83]
4"	\$2,991.24	[\$2,940.73]
6"	\$4,898.28	[\$4,847.68]
8"	\$6,882.46	[\$6,831.86]

~~[*The installation of an AMI or AMR depends on the location of service account.]~~

SIX-INCH WATER TAP FOR FIRE PROTECTION

6" water tap\$3,801.00

Sec. 31-138.1.2 SERVICE CHARGES

Valve Operating Crew Fee...\$200.00

The Utilities Department can install a connection "Tee" to the City's water system. Any connection "Tee" fee will be based on a cost estimate prepared by a Licensed Professional Engineer Consultant (Texas) and provided by the contractor, and must be approved by the Utilities Director/City Manager if the amount is less than \$50,000.00 or by the City Council if the amount is \$50,000.00 or more.

~~{Cost of wet connections:}~~

~~{Eight" X eight"\$2,000.00}~~

~~{Ten" X six"\$2,000.00}~~

~~{Ten" X eight"\$2,000.00}~~

~~{Ten" X ten"\$2,000.00}~~

~~{Twelve" X six"\$3,000.00}~~

~~{Twelve" X eight"\$3,000.00}~~

~~{Twelve" X ten"\$3,000.00}~~

~~{Sixteen" X six"\$3,000.00}~~

~~{Sixteen" X eight"\$3,000.00}~~

~~{Sixteen" X ten"\$4,000.00}~~

~~{Sixteen" X twelve"\$4,000.00}~~

Cost of water taps: Not including Water availability and deposit

¾"\$1,590.74

1"\$1,675.23

1½" ...\$1,749.21

2"\$2,032.00

3"\$2,914.00

4"\$2,969.00

6"\$3,928.00

Cost of ¾" water taps for irrigation meter with existing domestic meter \$800.00

Cost for T-Connections and for irrigation (only allowed with single service line of ¾" or dual service line of 1½" taps).

¾" \$240.61

Cost for service relocation

¾"\$240.61

1"\$248.18

CITY OF LAREDO WATER UTILITIES DEPARTMENT COST OF WATER
LINE EXTENSIONS, MATERIAL AND LABOR

On polyvinyl chloride (P.V.C.) pipe C-900 or C-905:

The Utilities Department can extend waterline for residential service connections. Any commercial service extension fee will be based on a cost estimate prepared by a Licensed

Professional Engineer (Texas) and provided by the contractor, and must be approved by the Utilities Director/City Manager if the amount is less than \$50,000.00 or by the City Council if the amount is \$50,000.00 or more.

2" P.V.C., per linear foot.....~~[2.00]~~ \$8.50

~~[6" P.V.C, per linear foot20.00]~~

~~[8" P.V.C, per linear foot25.00]~~

~~[10" P.V.C, per linear foot27.00]~~

~~[12" P.V.C, per linear foot30.00]~~

~~[16" P.V.C, per linear foot50.00]~~

LINE DESINFECTON OF WATER
PIPES:~~;~~

The contractor will furnish all labor and equipment necessary to complete the proper disinfection of the line and the cost of this operation shall be included in the bid price for the installation of the distribution system.

The City of Laredo will pay for the cost of the PASSING bacteria test, any failures will be at the expense of the contractor.

Changes or adjustments.

Based on the Public Utility Commission's rule regarding overbilling and underbilling, contained in title 16, Texas Administrative Code, section ~~[, Chapter 24, subchapter E,]~~ 24.87(h)

~~[Overbilling and underbilling]~~. "If billings for utility service are found to differ from the utility's lawful rates for the services being provided to the customer, or if the utility fails to bill the customer for such services, a billing adjustment shall be calculated by the utility. If the customer is due a refund, an adjustment must be made for the entire period of the overcharges. If the customer was undercharged, the utility may backbill the customer for the amount that was underbilled. The backbilling may not exceed 12 months unless such undercharge is a result of meter tampering, bypass, or diversion by the customer as defined in §24.89 of this title (relating to Meters). If the underbilling is \$25 or more, the utility shall offer to such customer a deferred

payment plan option for the same length of time as that of the underbilling. In cases of meter tampering, bypass, or diversion, a utility may, but is not required to, offer a customer a deferred payment plan.”

(a) Adjustments

Rates and charges described in sections 31-138 are set by action of the city council of the city. Any changes or adjustments to those rates are prohibited unless approved by the city council, except in the event that there is a clear error in calculation or meter reading. The Utility Director or his designee may, in the case of a clear error of calculation or meter reading, allow certain adjustments of amounts billed if sufficient evidence is presented by the customer.

Any adjustments will be based on the Public Utility Commission’s rule contained in section 24.87(h) of title 16 of the Texas Administrative Code [~~Chapter 24, subchapter E,(h)~~].

(b) Back Billings/Under Billings

Any adjustments will be based on the Public Utility Commission’s rule contained in section 24.87(h) of title 16 of the Texas Administrative Code [~~Chapter 24, subchapter E,(h)~~]. .

Sec. 31-138.2. – Fire Protection Fees For Fire Protection Tanks

Annual Inspection Fee.....\$30.00

Refilling of fire protection tanks will be charged as bulk water as established under Section 31-139.

Sec. 31-138.3 Connection Fees For Temporary Construction Meters

TEMPORARY CONSTRUCTION METERS (RESIDENTIAL AND COMMERCIAL)

Before requesting a temporary construction meter, a plumbing permit must be obtained from the Building Department. The Utilities Department will approve the sizing of the temporary construction meter(s) based on required flow rate submitted by customer or customer representative at the time of the request for the development. In addition, for commercial meters, an appropriate backflow preventer must be registered with the Utilities Department and then installed by the customer at the location. For commercial locations, if a plat approval has not been issued, then the request for a temporary construction meter will be forwarded to the Utilities

Department for review and approval in order to ensure that the bacteriological and pressure tests are in compliance. The person desiring such meter shall first make an application and payment of fees (water availability, deposit, meter and meter installation) with the Utilities Department under section 31-138.1 and 31-141. The meter will be read and billed for water only during this period based on the current rates

Temporary Construction meters shall be allowed for **no longer than six months for residential and no longer than 9 months for commercial construction**. During these time frames, if a Certificate of Occupancy (CO) from the Building Department is obtained, the temporary construction meter would become a permanent meter and all costs of services will be added to the bill (sewer, garbage, federal/state mandates, stormwater, tax and any other fees approved by City Council). The meter shall be installed, read and finally removed, if needed, by Utilities' employees only. It is illegal to remove or replace the meter by any person other than a Utilities Department employee and is subject to an illegal connection fee as established under Section 31-133 (e).

Sec. 31.138.4 – Refund of Security Deposits.

- (a) A refundable security deposit for utility services is required from all customers according to section 31-138.1.2.
- (b) For the purpose of this section “unsatisfactory credit history” means, according to the city tax department records, that utility service has been cut off more than once for nonpayment within the previous two (2) years or a bill has been left unpaid after any previous service was discontinued or there are balances overdue on any utility and paving contract and liens for forced lot cleaning or demolition are due to the city.
- (c) The city shall review customer’s payment histories in April of every year to determine eligibility for a one-time security deposit refund in the amount of thirty dollars (\$30.00) when a customer has met all of the following conditions:
- (1) The account is on a residential meter; and
 - (2) The account currently has a utility security deposit posted in the amount of one hundred dollars (\$100.00) or greater; and
 - (3) The customer has been receiving utility service for more than twelve (12) continuous months; and
 - (4) The customer has a good credit record of paying in thirty (30) days from the date of billing or less every month in accordance to the city tax department records; and
 - (5) The customer's service has not been cut off more than twice during the past two (2) years or less for nonpayment of a bill; and
 - (6) The customer is current on all utility and paving contracts and has no liens for forced lot cleaning or demolition due to the city.
- (d) Customers eligible for refunds will receive their refunds according to the following guidelines:

- (1) Any refund of a portion of the security deposit will normally be credited to a customer's May bill. If the deposit is greater than the outstanding bill, the credit may be applied to the customer's next monthly bill.
- (e) All sums of money collected as cash deposit securing the utilities department against losses that may be sustained when a customer discontinues his/her utility services shall be deposited in a special fund to be used for the payment or adjustment of final amounts due the city for utility service when the account is being closed.
- (f) If a person makes a deposit and becomes insolvent or bankrupt, or makes an assignment for the benefit of the person's creditors, the city shall apply the person's deposit to offset the outstanding bill.
- (g) Any customer who has a posted security deposit of less than one hundred dollars (\$100.00) because of a refund, senior citizen reduction, transfer reduction, a prior ordinance or other reason, but subsequently develops an unsatisfactory credit history, may be required as a condition for continuing utility service to post a security deposit in the full amount currently charged to new applicants.

Sec. 31-139. - Bulk water rates.

Bulk water is used in residential and commercial construction for the testing of the water lines.

(a) General requirements.

- (1) Without prior permission of the utilities department, no water may be removed from the city water system, except by the city fire department for firefighting purposes or the city water department.
- (2) No water shall be removed from the city water system unless it is dispensed by a device approved by the city.
- (3) The city makes no guarantees regarding the quality of water after it leaves the city water system, and persons purchasing bulk water agree to hold the city harmless regarding water quality if it is removed from the city's water system.
- (4) The utilities director or his designee may at any time halt the sale of bulk water.

(b) Bulk water categories and rates. Thirty dollar (\$30.00) administrative fee.

Potable water category (rate per 1,000 gallons up to 53,750 gallons) \$ 8.00

Anything above the fifty-three thousand seven hundred fifty (53,750) gallons will be charged as commercial water rates as established in water rates, section 31-138.

Effluent water category (rate per 1,000 gallons) \$ 4.00

Sec. 31-140. - Fire hydrant meters.

- (a) *System connection and water use.* The city's utilities department issues on-location fire hydrant meters for water usage on projects to contractors/customers on a short-term basis. Water taken from fire hydrants may be used only for non-potable, non-recreational purposes within the utilities department service area. The use of non-potable water taken from fire hydrants for swimming pools is prohibited. Fire hydrant meters may not be used for long-term irrigation or other uses where a permanently installed meter would be appropriate. No garden hose adaptors will be allowed to be connected to the two (2) inch fire hydrant meter. The utilities director may remove any fire hydrant meter due to pressure issues.
- (b) *Application process and inspection.* The contractor/customer shall submit the applicable fee and complete a fire hydrant meter application stating the exact location for the meter installation. The applicant shall provide the reason for the meter and an approximate time frame the meter will be in service. At the conclusion of each and every project, it will be necessary to finalize the meter reading. Upon request, the application will be updated for the new project location, time frame and transferring of applicable fees. The use of a meter other than what is indicated on the application shall cause the meter to be confiscated immediately. The contractor/customer must use a city meter and pay any and all applicable fees. Failure to comply with one (1) or more of the terms and conditions shall be cause for terminating the permit. Under a standard fire hydrant meter permit, the applicant may request the use of any fire hydrant from the utilities department's designated network fire hydrants. The utilities department staff will review such requests on a case by case basis and a decision shall be issued within five (5) business days of receiving the request. The utilities department reserves the right to refuse to issue a fire hydrant meter permit to any applicant or to require an applicant to pay all current charges on the applicant's utilities account as a condition to the issuance of a permit. The utilities department can inspect fire hydrant meters at any time and the permit holders shall make provisions for such inspections. The permit holder shall use the backflow preventer provided with the fire hydrant meter at all times to protect the city's water supply. Removal of the backflow prevention device shall be cause for confiscating the fire hydrant meter and terminating the permit. Any contractor, customer, builder, or person found connected to the water system without the city's approval shall be considered an illegal connection and subject to a five hundred dollar (\$500.00) illegal connection fee.
- (c) *Fees and charges.*
- (1) A deposit of three hundred dollars (\$300.00) is required for each fire hydrant meter account.
 - (2) The nonrefundable installation fee is three hundred twenty-five dollars (\$325.00) for each fire hydrant meter permit.
 - (3) All fire hydrant meter(s) shall be charged a minimum monthly charge of four hundred thirty dollars (\$430.00) which will provide up to fifty-three thousand seven hundred fifty (53,750) gallons. Anything above the minimum consumption will be charged as established in section 31-138, water rates.
 - (4) A contractor/customer may request for an on-location fire hydrant meter. If no fire hydrant exists at the location, the total cost for the installation of a new fire hydrant for on-location service is four thousand six hundred twenty-five dollars (\$4,625.00) one thousand five hundred dollars (\$1,500.00) for the fire hydrant, two thousand five hundred dollars (\$2,500.00) for the fire hydrant installation, three hundred dollars (\$300.00) deposit and three hundred twenty-five dollars (\$325.00) for the fire hydrant meter installation).

(5) The permit holder shall be required to remit payment for all water withdrawn from fire hydrants on a monthly basis. A late fee of five (5) percent or five dollars (\$5.00) whichever is greater is charged to the balance owed on the account at the beginning of the second business day after the bill due date of each month.

(6) Fire hydrant flow test (if required) ~~is~~ one hundred fifty dollars (\$150.00).

(d) *Loss, damage and payment.* For permit holders that contract with the utilities department, the director is authorized to withhold all or a portion of the deposit for outstanding fire hydrant meter charges including but not limited to repair and replacement of the hydrant meter and usage.

If a fire hydrant meter is lost or stolen, the permit holder must file a police report and pay the minimum charge for one (1) month.

Sec. 31-141. Water Availability

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Water availability charges applicable to all platted property.

(a)

Lot charges. In addition to all other charges provided for herein and in addition to all requirements of the subdivision ordinance or other ordinances regulating the subdivision or platting of land, there shall be an additional charge for the creation of every new lot as set forth below:

1.-

Residential lots:

a.

For each lot that is under 6,000 square feet\$300.00

b.

For each lot that is 6,000 to 8000 square feet\$500.00

For each lot that is 8,001 to 9,999 square feet \$1500.00

d.-

For each lot that is 10,000 square feet and over \$2,000.00

2.-

Nonresidential lots (commercial lots):

a.

For each and every lot created which is less than one (1) acre, the equivalent of one third acre-feet of municipal use water right, per lot \$1000.00.

b.-

For every lot which is greater than one (1) acre (any fractional acreage within such lot shall incur a proportionate charge), the

equivalent of one-half acre-feet of municipal use water right, per acre \$1500.00.

c.

For every lot regardless of size created by a replat that has been previously paid under subsection 1. or 2. above, the equivalent of one-half acre-feet of municipal use water right, per lot \$1500.00.

(b)

Connection charges. For each connection to the water system or increase in meter size, the following charges will be collected at the time of connection, as shown below, except for a five-eighths and three-fourths meter connection to a lot of record as defined in section 24-61(b)(59)(ii) of the zoning ordinance, for which there shall be no charge.

1.

Residential lots ~~[(for which either the five-eighths by three-fourths inch or one inch meter size applies) will pay a connection fee as follows]:~~ \$300.00.

[Meter Size (inches)]	[Lot Size (square feet)]	[Amount]
[5/8 x 3/4]	[under 6,000]	[\$300.00]
[5/8 x 3/4]	[6,000 to 8000]	[500.00]
[5/8 x 3/4]	[8001 to 9,999]	[750.00]
[5/8 x 3/4]	[10,000 and over]	[1,000.00]
[1]	[any size lot]	[1,000.00]

Residential lots at the Colonias will be charged a \$450.00 water connection fee. Water LUEs will be charged in accordance with Ordinance No. 2011-O-019 or any amendments to this ordinance.

2. Multifamily will be charged as \$200 per unit ~~[per meter]~~. Any lot created as multifamily use requires the installation of a master meter with backflow preventer for all the units. Any individual meter/unit request will be reviewed by the Utilities Director on case by case basis and may be approved by the City Manager.

3. Nonresidential lots (commercial lots) excluding multifamily will have a connection fee based on the meter size:

Size of meter in inches:

5/8" 3/4"	.....\$500.00
1"	.....\$1,000.00
1 1/2"	.....\$2,000.00
2"	.....\$4,000.00
3"	.....\$8,000.00
4"	.....\$16,000.00
6" & 8"	....\$40,000.00
8".....	64,000.00

(c)

Excluded from the water availability charge are any lot or lots created prior to September 9, 1979, by a subdivision or a re-subdivision of land described by metes and bounds contained in an instrument of grant or conveyance legally executed, duly acknowledged and properly recorded at the county deeds records office, and filed on September 9, 1979, or afterwards within thirty (30) days from such date, which date is the publication date of the public notice printed on page 12A of the Laredo Times at the direction of the planning and zoning commission; and upon proof thereof to the appropriate city official or officials, such lot or lots shall be excluded from the water availability charge.

(d)

Prohibit the use of water rights to pay capital improvement contribution fees.

(e)

The city council hereby ratifies, adopts and approves the water availability charge as passed and approved by the waterworks board at its regular meeting of August 17, 1983.

(f)

Funds collected for water availability, connection charges, and water demand fees shall be allocated to a "water availability fund" in the city's annual budget and shall be used to purchase water, groundwater, or water rights and/or finance studies, secondary water supply and pilot programs which tend to diversify and augment the water supply.

~~[Sec. 31-141.1. Security deposits.]~~

~~[(a) A refundable security deposit for utility services is required from all customers according to section 31-138.1.2, rates and charges inside the city.]~~

~~[(b) An applicant for residential service to a three quarter inch meter, who has not previous unsatisfactory credit history with the city, is only required to deposit thirty dollars (\$30.00) of the required deposit amount if the applicant complies with one of the following:]~~

- ~~[(1) —The applicant is sixty five (65) years or older, and has presented proof of age.]~~
- ~~[(e) —For the purpose of this section "unsatisfactory credit history" means, according to the city tax department records, that utility service has been cut off more than once for nonpayment within the previous two (2) years or a bill has been left unpaid after any previous service was discontinued or there are balances overdue on any utility and paving contract and liens for forced lot cleaning or demolition are due to the city.]~~
- ~~[(d) —The city shall review customer's payment histories in April of every year to determine eligibility for a one-time security deposit refund in the amount of seventy dollars (\$70). The city may refund seventy dollars (\$70.00) of the required utilities security deposit when a customer meets the requirements under subsection (b) or has met all of the following conditions:]~~
- ~~[(1) —The account is on a residential meter inside city limits; and]~~
- ~~[(2) —The account currently has a utility security deposit posted in the amount of one hundred dollars (\$100.00) or greater; and]~~
- ~~[(3) —The customer has been receiving utility service for more than twelve (12) continuous months; and]~~
- ~~[(4) —The customer has a good credit record of paying in thirty (30) days from the date of billing or less every month in accordance to the city tax department records; and]~~
- ~~[(5) —The customer's service has not been cut off more than twice during the past two (2) years or less for nonpayment of a bill; and]~~
- ~~[(6) —The customer is current on all utility and paving contracts and has no liens for forced lot cleaning or demolition due to the city.]~~
- ~~[(e) —Customers eligible for refunds will receive their refunds according to the following guidelines:]~~
- ~~[(1) —Any refund of a portion of the security deposit will normally be credited to a customer's May bill. If the deposit is greater than the outstanding bill, the credit may be applied to the customer's next monthly bill.]~~
- ~~[(f) —A customer who has a current utility service account and is eligible to receive a refund according to subsection (d) above may transfer the account from one (1) location to another within the city. If the customer has paid all the utility bills on the account in a prompt manner of within thirty (30) days of the billing according to the city tax department records, said customers shall only be required to deposit thirty dollars (\$30.00) of the current utility services deposit rate.]~~
- ~~[(g) —All sums of money collected as cash deposit securing the utilities department against losses that may be sustained when a customer discontinues his/her utility services shall be deposited in a special fund to be used for the payment or adjustment of final amounts due the city for utility service when the account is being closed.]~~
- ~~[(h) —If a person makes a deposit and becomes insolvent or bankrupt, or makes an assignment for the benefit of the person's creditors, the city shall apply the person's deposit to offset the outstanding bill.]~~
- ~~[(i) —Any customer who has a posted security deposit of less than one hundred dollars (\$100.00) because of a refund, senior citizen reduction, transfer reduction, a prior ordinance or other reason, but subsequently develops an unsatisfactory credit history, may be required as a condition for continuing utility service to post a security deposit in the full amount currently charged to new applicants.]~~

~~[(j) If a person required to make a deposit in accordance with this section fails to make the deposit after applying for service or after notification of the deposit being due, or after notification of liability for an increased deposit, the city may discontinue service until payment or satisfactory arrangements for payment have been made.]~~

Section 2. If any word, phrase, clause, sentence, or paragraph of this ordinance is held to be unconstitutional or invalid by a court of competent jurisdiction, the remaining provisions of this ordinance shall remain in effect as if the unconstitutional or invalid portion had not been adopted.

Section 3. This ordinance shall be cumulative of all provisions of ordinances of the City of Laredo, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section 4. This Ordinance shall be published according to Section 2.09(D) of the Charter of the City of Laredo.

Section 5. This Ordinance shall take effect as of April 1, 2018, pursuant to the City Charter, Section 2.09(B).

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2018.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR
CITY SECRETARY

APPROVED AS TO FORM:
KRISTINA LAUREL HALE
CITY ATTORNEY

BY: LISA M. PAUL
ASSISTANT CITY ATTORNEY

City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Martin Aleman, Executive Director of Finance and Technology

Staff Source: Riazul I. Mia, P.E., Utilities Director

SUBJECT

2018-R-01 Authorizing the City Manager to submit a loan application to the Texas Water Development Board (TWDB) in the amount of \$52,000,000.00 to fund the construction of the Manadas Creek Wastewater Treatment Plant.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

The City Council awarded the Engineering design contract to Gilpin Engineering in April, 6, 2009 and authorized the amendment-1 in April 4th, 2016 to design the Plant.

BACKGROUND

Texas Water Development Board(TWDB) is offering a loan that would enable the City to fund the construction of the Manadas Creek Wastewater Treatment Plant. The design of the plant is 95% complete and the public hearing for the TCEQ was in December 2017. The Engineers estimate of this plant is close to 49,000,000 million dollars. The additional monies are for the loan fees, and reserve required by the TWDB.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

To approve resolution.

Fiscal Impact

Fiscal Year: 2018
Budgeted Y/N?: N/A
Source of Funds: N/A
Account #: N/A
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

No Financial impact at this time.

Attachments

Resolution 2018-R-01

RESOLUTION NO. 2018-R-01

AUTHORIZING THE CITY MANAGER TO SUBMIT A LOAN APPLICATION TO THE TEXAS WATER DEVELOPMENT BOARD (TWDB) IN THE AMOUNT OF \$52,000,000 TO FUND THE CONSTRUCTION OF THE MANADAS CREEK WASTEWATER TREATMENT PLANT.

WHEREAS, the City of Laredo is fully eligible to receive assistance from the TWDB; AND

WHEREAS, the Texas Water Development Board is offering a loan that would enable the City to fund the construction of the Manadas Creek Wastewater Treatment Plant;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1. Authorizing the City Manager to submit a loan application to the Texas Water Development Board (TWDB) in the amount of \$52,000,000 to fund the construction of the Manadas Creek Wastewater Treatment Plant.

Section 2. That this resolution shall take effect immediately.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS, THE _____ DAY OF _____, 2018.

Pete Saenz
MAYOR

ATTEST:

Jose A. Valdez, JR
CITY SECRETARY

APPROVED AS TO FORM:

By: _____
Kristina L. Hale
CITY ATTORNEY

City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Horacio A. De Leon, City Manager

Initiated By: Horacio De Leon

Staff Source: Cynthia Collazo

SUBJECT

2018-R-02 Nominating Laredo Medical Center (Laredo Texas Hospital Company, L.P.) for Texas Enterprise Zone Program Status through the Office of the Governor, Economic Development Bank; resolving that Laredo Texas Hospital Company, L.P. is a 'qualified business' as defined in Section 2303.402 of the Act and meets the criteria for designation as an Enterprise Project, as set forth in section 2303, Subchapter F of the Act; and further establishing that the Enterprise Project shall take effect on the date of designation of the Enterprise Project by the agency and terminate on the date established by the agency. The Laredo Medical Center proposes to invest at least \$5 million in additional capital expenditures for new equipment and expansion of their health services; \$5 million investment over the next 5 years on upgrading surgical instruments to include robotic capabilities and another \$1 million is estimated to be invested in routine and unanticipated capital expenditures in upgrades. This action will have no financial impact on the City of Laredo.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

2/21/2012 - City Council approved Ordinance No. 2012-R-026 authorizing the City Manager to submit an Enterprise Zone Program Application, pursuant to the Texas Government Code (ACT) providing tax incentives, designating the City Manager for communication with interested parties, and nominating Laredo Texas Hospital Company, L.P. to the Office of the Governor, as an Enterprise Project.

BACKGROUND

The Texas Enterprise Zone Program is an economic development tool for local communities to partner with the State of Texas to promote job creation and retention and capital investment in economically distressed areas of the state. Local communities must nominate a company as an Enterprise Project to be eligible to participate in the Enterprise Zone Program. In addition, local communities may offer incentives to participants under the Enterprise Zone Program, such as streamlined permitting, improved police and/or fire protections, and special public transportation routes. Designated projects are eligible to apply for state sales and use tax refunds on qualified

expenditures. The level and amount of refund is related to the capital investment and jobs created at the qualified business site.

The City of Laredo previously approved Ordinance No. 2012-R-026 electing to participate in the Texas Enterprise Zone Program, providing local incentives as applicable and further nominating Laredo Texas Hospital Company, L.P. (Laredo Medical Center, LMC) as an Enterprise Project. LMC's original designation expired in March 2017 and its concurrent designation expired on December 3, 2017. Laredo Medical is requesting that it be allowed to proceed with two designations as it has done in the previous five (5) years and proposes to submit applications to the State on March 2018.

The Texas Enterprise Program allows for up to 500 jobs to be considered in an application which can be certified and thereby a job tax credit created. The hospital has over 1200 employees and as such may also apply for a concurrent designation requesting certification by the Comptroller of an additional 500 jobs and the creation of a job tax credit. It is a way of securing additional tax credits and ensuring that double the number of jobs is committed to be retained for the 5 year project designation period.

LMC plans to spend \$5 million on upgrading the surgical instruments to include robotic capabilities. They will also spend \$5M to add space and upgrade our radiology department, including an upgraded interventional radiology suite. In addition to the above projects, LMC routinely spends up to \$1 million per year on routine and unanticipated capital expenditures for upgrades. Additionally, LMC proposes two separate expansions and improvements to take place over the next five (5) years at an estimated cost of \$15 million each.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

That this resolution be passed.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The Texas Enterprise Zone designation would allow Laredo Medical Center to apply for state sales and use tax refunds on qualified expenditures. The level and amount of refund is related to the capital investment and jobs created by this project.

There is no expenditure or loss of revenue for the City of Laredo.

Attachments

2018-R-02

RESOLUTION 2018-R-02

NOMINATING LAREDO TEXAS HOSPITAL COMPANY, L.P. FOR TEXAS ENTERPRISE ZONE PROGRAM STATUS THROUGH THE OFFICE OF THE GOVERNOR, ECONOMIC DEVELOPMENT BANK; RESOLVING THAT LAREDO TEXAS HOSPITAL COMPANY, L.P. IS A 'QUALIFIED BUSINESS' AS DEFINED IN SECTION 2303.402 OF THE ACT AND MEETS THE CRITERIA FOR DESIGNATION AS AN ENTERPRISE PROJECT, AS SET FORTH IN SECTION 2303, SUBCHAPTER F OF THE ACT; AND FURTHER ESTABLISHING THAT THE ENTERPRISE PROJECT SHALL TAKE EFFECT ON THE DATE OF DESIGNATION OF THE ENTERPRISE PROJECT BY THE AGENCY AND TERMINATE ON THE DATE ESTABLISHED BY THE AGENCY.

WHEREAS, the **CITY OF LAREDO** (City) has previously passed Ordinance No. **2012-R-026** electing to participate in the Texas Enterprise Zone Program, and the local incentives offered under this resolution are the same on this date as were outlined in Ordinance No. **2012-R-026**;

WHEREAS, the Office of the Governor Economic Development and Tourism (EDC) through the Economic Development Bank (Bank) will consider **LAREDO TEXAS HOSPITAL COMPANY L.P.** as an enterprise project pursuant to a nomination and an application made by the City;

WHEREAS, the City desires to pursue the creation of the proper economic and social environment in order to induce the investment of private resources in productive business enterprises located in the City and to provide employment to residents of enterprise zones and to other economically disadvantaged individuals;

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Texas Enterprise Zone Act, Texas Government Code (the "Act"), **LAREDO TEXAS HOSPITAL COMPANY L.P.** has applied to the City for designation as an enterprise project;

WHEREAS, the City finds that **LAREDO TEXAS HOSPITAL COMPANY L.P.** meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

1. **LAREDO TEXAS HOSPITAL COMPANY L.P.** is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site located in an enterprise zone and at least twenty-five percent (25.0%) of the business' new employees will be residents of an enterprise zone, economically disadvantaged individuals, or veterans; and
2. There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities within the area; and
3. The designation of **LAREDO TEXAS HOSPITAL COMPANY L.P.** as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

WHEREAS, the City finds that **LAREDO TEXAS HOSPITAL COMPANY L.P.** meets the criteria for tax relief and other incentives adopted by the City and nominates **LAREDO TEXAS**

HOSPITAL COMPANY L.P. for enterprise project status on the grounds that it will be located at the qualified business site, will retain a high level of employment, economic activity and stability; and

WHEREAS, the City finds that it is in the best interest of the City to nominate **LAREDO TEXAS HOSPITAL COMPANY L.P.** as an enterprise project pursuant to the Act;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The City nominates **LAREDO TEXAS HOSPITAL A COMPANY, L.P.** for Texas Enterprise Zone Program Status through the Office of the Governor, Economic Development;

Section 2: Laredo Texas Hospital Company, L.P. is a "qualified business", as defined in Section 2303.402 of the Act, and meets the criteria for designation as an enterprise project, as set forth in Section 2303, Subchapter F of the Act; and

Section 3: The Enterprise Project shall take effect on the date of designation of the enterprise project by the agency and terminate on the date established by the agency.

PASSED BY THE CITY COUNCIL of the **CITY OF LAREDO** this ____ day of January 2018.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA LAUREL HALE
CITY ATTORNEY

THE STATE OF TEXAS

COUNTY OF **WEBB**

I, _____, _____ of the **CITY OF LAREDO**, Texas do hereby certify that the above and foregoing is a true and correct copy of Resolution 2018-R-03 passed by the **CITY OF LAREDO** City Council on the this ___ day of _____, 20____.

(City Seal)

NAME
City Clerk

THE STATE OF TEXAS
COUNTY OF **WEBB**

BEFORE ME, the undersigned authority, on this day personally appeared _____ of the **CITY OF LAREDO**, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this ___ day of _____, 20____

Notary Public, State of Texas

My commission expires: _____

(Notary Seal)

City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Horacio A. De Leon, City Manager

Initiated By: Horacio A. De Leon, Jr.

Staff Source: Cynthia Collazo

SUBJECT

2018-R-03 Nominating Laredo Medical Center (Laredo Texas Hospital Company, L.P.) for Texas Enterprise Zone Concurrent Project Status through the Office of the Governor, Economic Development and Tourism, Economic Development Bank; resolving that Laredo Texas Hospital Company, L.P. is a "Qualified Business" as defined in Section 2303.402 of the Act and meets the criteria for designation as a Concurrent Enterprise Project, as set forth in Section 2303, Subchapter F of the Act; and further establishing that the Enterprise Project shall take effect on the Date of Designation of the Enterprise Project by the Agency and terminate on the date established by the Agency. Laredo Medical Center proposes to invest an additional \$5 million in an upgraded interventional radiology suite. This action will have no financial impact on the City of Laredo.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

2/21/2012 - City Council approved Ordinance No. 2012-R-026 authorizing the City Manager to submit an Enterprise Zone Program Application, pursuant to the Texas Government Code (ACT) providing tax incentives, designating the City Manager for communication with interested parties, and nominating Laredo Texas Hospital Company, L.P. to the Office of Governor, as an Enterprise Project.

BACKGROUND

The Texas Enterprise Zone Program is an economic development tool for local communities to partner with the State of Texas to promote job creation and retention and capital investment in economically distressed areas of the state. Local communities must nominate a company as an Enterprise Project to be eligible to participate in the Enterprise Zone Program. In addition, local communities may offer incentives to participants under the Enterprise Zone Program, such as streamlined permitting, improved police and/or fire protections, and special public transportation routes. Designated projects are eligible to apply for state sales and use tax refunds on qualified expenditures. The level and amount of refund is related to the capital investment and jobs created at the qualified business site.

The City of Laredo previously approved Ordinance No. 2012-R-026 electing to participate in the Texas Enterprise Zone Program, providing local incentives as applicable and further nominating the Laredo Texas Hospital Company, L.P. (Laredo Medical Center, LMC) as an Enterprise Project. Laredo Medical's original designation expired in March 2017 and its concurrent designation expired on December 3, 2017. Laredo Medical is requesting that it be allowed to proceed with two designations as it has done in the previous five (5) years and proposes to submit applications to the State on March 2018.

The Enterprise Program allows for up to 500 jobs to be considered in an application which can be certified and thereby a job tax credit created. The hospital has over 1200 employees and as such may also apply for a concurrent designation requesting certification by the Comptroller of an additional 500 jobs and the creation of a job tax credit. It is a way of securing additional tax credits and ensuring that double the number of jobs is committed to be retained for the 5 year project designation period.

LMC plans to spend \$5 million on upgrading the surgical instruments to include robotic capabilities. They will also spend \$5M to add space and upgrade its Radiology Department, including an upgraded Interventional Radiology Suite. In addition to the above projects, LMC routinely spends up to \$1 million per year on routine and unanticipated capital expenditures for upgrades. Also, LMC proposes two separate expansions and improvements to take place over the next five (5) years at an estimated cost of \$15 million each.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

That this Resolution be passed.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

2018-R-03

RESOLUTION 2018-R-03

NOMINATING LAREDO TEXAS HOSPITAL COMPANY, L.P. FOR TEXAS ENTERPRISE ZONE CONCURRENT PROJECT STATUS THROUGH THE OFFICE OF THE GOVERNOR, ECONOMIC DEVELOPMENT AND TOURISM (EDC), ECONOMIC DEVELOPMENT BANK; RESOLVING THAT LAREDO TEXAS HOSPITAL COMPANY, L.P. IS A 'QUALIFIED BUSINESS' AS DEFINED IN SECTION 2303.402 OF THE ACT AND MEETS THE CRITERIA FOR DESIGNATION AS A CONCURRENT ENTERPRISE PROJECT, AS SET FORTH IN SECTION 2303, SUBCHAPTER F OF THE ACT; AND FURTHER ESTABLISHING THAT THE ENTERPRISE PROJECT SHALL TAKE EFFECT ON THE DATE OF DESIGNATION OF THE ENTERPRISE PROJECT BY THE AGENCY AND TERMINATE ON THE DATE ESTABLISHED BY THE AGENCY.

WHEREAS, the **CITY OF LAREDO** (City) has previously passed Ordinance No. **2012-R-026** electing to participate in the Texas Enterprise Zone Program, and the local incentives offered under this resolution are the same on this date as were outlined in Ordinance No. **2012-R-026**;

WHEREAS, the Office of the Governor Economic Development and Tourism (EDC) through the Economic Development Bank (Bank) will consider **LAREDO TEXAS HOSPITAL COMPANY L.P.** as a Concurrent Enterprise Project pursuant to a nomination and an application made by the City;

WHEREAS, the City desires to pursue the creation of the proper economic and social environment in order to induce the investment of private resources in productive business enterprises located in the City and to provide employment to residents of enterprise zones and to other economically disadvantaged individuals;

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Texas Enterprise Zone Act, Texas Government Code (the "Act"), **LAREDO TEXAS HOSPITAL COMPANY L.P.** has applied to the City for designation as a Concurrent Enterprise Project;

WHEREAS, the City finds that **LAREDO TEXAS HOSPITAL COMPANY L.P.** meets the criteria for designation as a Concurrent Enterprise Project under Chapter 2303, Subchapter F of the Act on the following grounds:

1. **LAREDO TEXAS HOSPITAL COMPANY L.P.** is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site located in an enterprise zone and at least twenty-five percent (25.0%) of the business' new employees will be residents of an enterprise zone, economically disadvantaged individuals, or veterans; and
2. There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities within the area; and
3. The designation of **LAREDO TEXAS HOSPITAL COMPANY L.P.** as a Concurrent Enterprise Project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

WHEREAS, the City finds that **LAREDO TEXAS HOSPITAL COMPANY L.P.** meets the criteria for tax relief and other incentives adopted by the City and nominates **LAREDO TEXAS HOSPITAL COMPANY L.P.** for Concurrent Enterprise Project status on the grounds that it will be located at the qualified business site, will retain a high level of employment, economic activity and stability; and

WHEREAS, the City finds that it is in the best interest of the City to nominate **LAREDO TEXAS HOSPITAL COMPANY L.P.** as an Enterprise Project pursuant to the Act;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The City nominates **LAREDO TEXAS HOSPITAL A COMPANY, L.P.** for Texas Enterprise Zone Concurrent Project Status through the Office of the Governor, Economic Development and Tourism (EDC), Economic Development Bank (Bank);

Section 2: Laredo Texas Hospital Company, L.P. is a "qualified business", as defined in Section 2303.402 of the Act, and meets the criteria for designation as a Concurrent Enterprise Project, as set forth in Section 2303, Subchapter F of the Act; and

Section 3: The enterprise project shall take effect on the date of designation of the enterprise project by the agency and terminate on the date established by the agency.

PASSED BY THE CITY COUNCIL of the **CITY OF LAREDO** this ____ day of January 2018.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA LAUREL HALE
CITY ATTORNEY

THE STATE OF TEXAS

COUNTY OF **WEBB**

I, _____, _____ of the **CITY OF LAREDO**, Texas do hereby certify that the above and foregoing is a true and correct copy of Resolution 2018-R-03 passed by the **CITY OF LAREDO** City Council on this the ___ day of _____, 20 ____.

(City Seal)

NAME
City Clerk

THE STATE OF TEXAS

COUNTY OF **WEBB**

BEFORE ME, the undersigned authority, on this day personally appeared _____ of the **CITY OF LAREDO**, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this ___ day of _____, 20 ____

Notary Public, State of Texas

My commission expires: _____

(Notary Seal)

City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Monica C. Flores, Executive Director

Staff Source: Claudio Treviño Jr., Chief of Police

SUBJECT

2018-R-05 Ratifying the City Manager's acceptance of a grant in the amount of \$37,945.50 from the Texas Department of Transportation to fund the STEP Impaired Driving Mobilization program. The City of Laredo will match \$12,142.56 for a total grant amount of \$50,088.06. The grant was executed with an effective date of December 21, 2017. This grant is to pay overtime for officers in order to increase enforcement to arrest individuals driving under the influence of a controlled substance. Funding is available in the Special Police Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The Texas Department of Transportation has made a grant entitled STEP Impaired Driving Mobilization Program available to the Laredo Police Department. The grant will pay for overtime salaries for police officers for the enforcement of to arrest individuals driving under the influence of a controlled substance during the Christmas/New Year's Wave, Spring Break, Independence Day and Labor Day Holidays.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

That this Resolution be passed and approved.

Fiscal Impact

Fiscal Year:	2018
Budgeted Y/N?:	Y
Source of Funds:	Grant
Account #:	229

Change Order: Exceeds 25% Y/N: N

FINANCIAL IMPACT:

Funding is available in the Special Police Fund 229.

Attachments

Resolution to Accept

Grant Award- IDM

RESOLUTION 2018-R-05

Ratifying the City Manager's acceptance of a grant in the amount of \$37,945.50 from the Texas Department of Transportation to fund the STEP Impaired Driving Mobilization program. The City of Laredo will match \$12,142.56 for a total grant amount of \$50,088.06. The grant was executed and effective on December 22, 2017. This grant is to pay overtime for officers in order to increase enforcement to arrest individuals driving under the influence of a controlled substance.

Whereas, there is available to the City of Laredo a grant entitled STEP Impaired Driving Mobilization Program from the Texas Department of Transportation for the enforcement to arrest individuals driving under the influence of a controlled substance; and

Whereas, the City Council finds that such acceptance should be made and will be beneficial to the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: Ratifying the City Manager's acceptance of a grant in the amount of \$37,945.50 from the Texas Department of Transportation to fund the STEP Impaired Driving Mobilization program. The City of Laredo will match \$12,142.56 for a total grant amount of \$50,088.06. The grant was executed and effective on December 22, 2017. This grant is to pay overtime for officers in order to increase enforcement to arrest individuals driving under the influence of a controlled substance.

Section 2: It authorizes the City Manager to execute all necessary documents to achieve said grant and to effectuate its terms.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2018.

PETE SAENZ, MAYOR

ATTEST:

APPROVED AS TO FORM:

JOSE A. VALDEZ, JR.
CITY SECRETARY

KRISTINA L. HALE
ACTING CITY ATTORNEY

Texas Traffic Safety eGrants

Fiscal Year 2018

Organization Name: City of Laredo Police Department

Legal Name: City of Laredo

Payee Identification Number: 17460015732021

Project Title: STEP - Impaired Driving Mobilization

ID: 2018-LaredoPD-IDM-00019

Period: 12/22/2017 to 09/30/2018

Select a County: Webb County - Laredo District

Select a Political District Served ([View a map](#)):

U.S. Congress* Congressional District 28

Texas Senate* Texas Senate District 21

Texas House* Texas House of Representatives District 42

Texas Traffic Safety Program

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

Definitions: For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant"

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.

B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.

C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

D. It will comply with political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with the Project Budget.

1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

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4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.

5. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.

F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.

G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.

H. Payments are contingent upon the availability of appropriated funds.

I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on (1) proposed cost sharing and (2) demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide

compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.

E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:

1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.
2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.
3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.

B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:

1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.
2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

D. The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final

payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:

1. This agreement is terminated in writing with the mutual consent of both parties; or
2. There is a written thirty (30) day notice by either party; or
3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and

convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other

resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.310-.316, 200.318-.324.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency and Subgrantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to

confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.

F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.

C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address <http://www.txdot.gov/business/partnerships/dbe.html>

E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor

shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

In executing this agreement, each signatory certifies to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (48 CFR subpt. 4.11) if this award provides for more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM web-site at: <https://www.sam.gov>

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and

3. Report the total compensation and names of its top five (5) executives to the State if:

i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and

ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

B. If threshold expenditures of \$750,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov

C. If expenditures are less than \$750,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY_____."

D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT (applies to subrecipients as well as States)

The State and Subgrantee will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or

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local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION [This article applies only to non-profit entities.]

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

ARTICLE 32. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE (applies to subrecipients as well as States)

The State and each Subgrantee will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM

Subgrantee shall comply with Title 43 Texas Administrative Code §25.906(b). Subgrantee certifies it has adopted an internal ethics and compliance program that satisfies the requirements of Title 43 Texas Administrative Code §10.51 (relating to Internal Ethics and Compliance Program). Subgrantee shall enforce compliance with that program.

Goals and Strategies

Goal: To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes

Strategies: Increase enforcement of traffic safety-related laws.
Increase public education and information campaigns.

Goal: To reduce the number of DWI-related crashes, injuries, and fatalities.

Strategy: Increase enforcement of DWI laws.

X I agree to the above goals and strategies.

Law Enforcement Objective/Performance Measure

1. Number and type citations/arrests to be issued under STEP	
a. Number of DWI arrests to be made during the Christmas/New Year's Operation	25
b. Number of DWI arrests to be made during the Spring Break Operation	25
c. Number of DWI arrests to be made during the Independence Day Operation	25
d. Number of DWI arrests to be made during the Labor Day Operation	25
1. Number and type citations/arrests to be issued under STEP	
a. Number of DUI Minor arrests/citations to be made during the Christmas/New Year's Operation	0
b. Number of DUI Minor arrests/citations to be made during the Spring Break Operation	0
c. Number of DUI Minor arrests/citations to be made during the Independence Day Operation	0
d. Number of DUI Minor arrests/citations to be made during the Labor Day Operation	0
3. Total Number of Enforcement Hours for Entire Grant Period	615
Step Indicator	2.93

Note:

Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

PI&E Objective/Performance Measure

1. Complete administrative and general grant requirements
 - a. Number of Performance Reports to be submitted 4
 - b. Number of Requests for Reimbursement to be submitted 4

2. Support Grant efforts with a public information and education (PI&E) program
 - a. Conduct a minimum of one (1) presentation for each DWI operation period 1
 - b. Conduct a minimum of two (2) media exposures (e.g., news conferences, news releases, and interviews) for each DWI Operation period. 2
 - c. Conduct a minimum of one (1) community event (e.g., health fair, traffic safety booth) during the grant period 1
 - d. Produce the following number of public information and education materials if applicable. 0
 - e. Distribute the following number of public information and education materials if applicable. 500

General Information

Project Title STEP - Impaired Driving Mobilization

Project Description To conduct DWI enforcement Waves during holiday periods to increase DWI arrests and earned media activity as part of the statewide "Drink. Drive. Go To Jail" campaign and in conjunction with the national Impaired Driving Mobilization campaign

How many years has your organization received funding for this project?
This will be our fifth or more year.

STEP Enforcement Mileage

Instructions:

Unit # : Provide your agency's inventory number or other identifying number for each vehicle. To assist in calculating your agency's average enforcement mileage rate, we are requesting information from a sampling of five (5) patrol vehicles. The calculator will average the costs from all vehicles to arrive at the average operational cost per vehicle mile. If your agency does not have at least five patrol vehicles that are used for enforcement, include the requested information for the vehicles that you have.

Original Vehicle Cost : Provide each vehicle's total cost. (The total cost could include vehicle base cost, equipment/accessories and preparation costs).

Life Expectancy (In Years) : Provide the number of years that your agency expects the vehicle(s) will be used for enforcement activities. Many agencies have policies stating vehicles will be used for a specific time period (years) and some agencies determine mileage as the basis for vehicle retirement from enforcement. If mileage is used, determine the average number of years it takes for agency's vehicles to reach their mileage limit.

Maintenance Costs : Provide historical maintenance costs for the latest 12 month period available for each vehicle. Maintenance costs can also include annual liability insurance costs.

Fuel Costs : Provide historical fuel costs for the latest 12 month period available for each vehicle.

Yearly Miles: Provide the yearly enforcement miles for each vehicle. Use each vehicle's mileage logs or other available information to document the average number of enforcement miles driven annually or simply divide the mileage by the number of years the vehicle has been in use for enforcement activities.

Unit #	Original Vehicle Cost	Life Expectancy (In Years)	Maintenance Costs	Fuel Costs	Yearly Miles	OP Cost/Mile
Vehicle 1	\$0		\$0	\$0		\$0
Vehicle 2	\$0		\$0	\$0		\$0
Vehicle 3	\$0		\$0	\$0		\$0
Vehicle 4	\$0		\$0	\$0		\$0
Vehicle 5	\$0		\$0	\$0		\$0
Average Operational Cost of the Vehicle Per Mile						\$0
Number of Miles Proposed						
TOTAL						\$0

	Amount	Percentages
TxDOT	\$0	0.000%

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	\$0	0.00%
Match	\$0	0.00%
Total		\$0

Budget Summary

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries	\$37,945.50	\$0	\$37,945.50
(200)	Fringe Benefits	\$0	\$12,142.56	\$12,142.56
	Category I Sub-Total	\$37,945.50	\$12,142.56	\$50,088.06
Category II - Other Direct Costs				
(300)	Travel	\$0	\$0	\$0
(400)	Equipment	\$0	\$0	\$0
(500)	Supplies	\$0	\$0	\$0
(600)	Contractual Services	\$0	\$0	\$0
(700)	Other Miscellaneous	\$0	\$0	\$0
	Category II Sub-Total	\$0	\$0	\$0
Total Direct Costs		\$37,945.50	\$12,142.56	\$50,088.06
Category III - Indirect Costs				
(800)	Indirect Cost Rate	\$0	\$0	\$0
Summary				
	Total Labor Costs	\$37,945.50	\$12,142.56	\$50,088.06
	Total Direct Costs	\$0	\$0	\$0
	Total Indirect Costs	\$0	\$0	\$0
Grand Total		\$37,945.50	\$12,142.56	\$50,088.06
	Fund Sources	75.76%	24.24%	

Operational Plan

X I agree to the following

Comments:

Site Description

Jurisdiction Wide

Conduct focussed DWI saturation patrols within high risk locations during times when alcohol-related crashes are most frequent Conduct a minimum of 4 nights of DWI enforcement during each holiday period Conduct pre and post earned media activities for each holiday period

Christmas/New Year's Wave

Pre-Media Campaign

December 12, 2017 - December 14, 2017

Enforcement Period

December 15, 2017 - December 31, 2017

Post-Media Campaign

January 4, 2018 - January 6, 2018

Spring Break Wave

Pre-Media Campaign

February 26, 2018 - February 28, 2018

Enforcement Period

March 1, 2018 - March 19, 2018

Post-Media Campaign

March 23, 2018 - March 25, 2018

Independence Day Wave

Pre-Media Campaign

June 25, 2018 - June 27, 2018

Enforcement Period

June 28, 2018 - July 15, 2018

Post-Media Campaign July 19, 2018 - July 21, 2018

Labor Day Crackdown

Pre-Media Campaign August 14, 2018 - August 16, 2018

Enforcement Period August 17, 2018 - September 3, 2018

Post-Media Campaign September 7, 2018 - September 9, 2018

Description of Activities

Pre-Media Efforts Before Enforcement Periods: Conduct local media events immediately before the enforcement effort to maximize the visibility of enforcement to the public. The media events tell the public when, where, how and why impaired driving laws are being enforced.

Enforcement Periods: Intensify enforcement through coordinated saturation patrols in an overtime STEP placing primary emphasis on increasing DWI arrests and reducing the number of alcohol related traffic crashes during peak holiday traffic.

Post-Media Efforts After Enforcement Periods: Conduct local media events to tell the public why impaired driving laws are important and the results of the mobilization.

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

Subgrantee Signature

X By checking this box, I agree to use electronic signatures. Furthermore, I confirm that I have signature authority to execute this document and it is an electronic representation of my signature for all purposes when I use it on documents, including legally binding contracts—just the same as a pen-and-paper signature.

Name: Ms. Laura Ortiz

Title: Administrative Assistant II

Date: Dec 21 2017 6:00PM

TxDOT Signature

X By checking this box, I agree to use electronic signatures. Furthermore, I confirm that I have signature authority to execute this document and it is an electronic representation of my signature for all purposes when I use it on documents, including legally binding contracts—just the same as a pen-and-paper signature.

Name: Terry Pence

Title: Traffic Safety Director

Date: Dec 22 2017 3:21PM

City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Monica C. Flores, Executive Director

Staff Source: Claudio Treviño Jr., Chief of Police

SUBJECT

2018-R-06 Authorizing City Manager to submit and accept a grant in the amount of \$58,360.00 from the Office of the Governor's Homeland Security Grants Division (HSGD) for the purpose of funding the 2015 Operation Stonegarden Grant (OPSG)/Jim Hogg County. This funding will be used for overtime and fringe benefit expenses used for Stonegarden Operations. No local match is required. Funding is available in the Special Police Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

On December 5, 2017 a Fragmentary Operations Order (FRAGO) was approved by FEMA for Jim Hogg County. In this approval a total of \$58,360 was reallocated from Zapata County SO to the Laredo Police Department for overtime and fringe benefits for expenses used for Stonegarden Operations. These expenses will assist the Laredo Police Department in conducting border centric, intelligence driven operations with the goal of reduction or elimination of threat, risk and vulnerability along our Nation's borders.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Recommends that City Council approve this Resolution.

Fiscal Impact

Fiscal Year:	2018
Budgeted Y/N?:	Y
Source of Funds:	Grant
Account #:	229

Change Order: Exceeds 25% Y/N: N/A

FINANCIAL IMPACT:

Funds are available in Fund 229-Special Police. No local match is required.

Attachments

Resolution to Submit and Accept OPSG15

FY2015 OPSG - ADDITIONAL FUNDING

RESOLUTION NO. 2018-R-06

Authorizing City Manager to submit and accept a grant in the amount of \$58,360.00 from the Office of the Governor's Homeland Security Grants Division (HSGD) for the purpose of funding the 2015 Operation Stonegarden Grant (OPSG)/Jim Hogg County. This funding will be used for overtime and fringe benefit expenses used for Stonegarden Operations. No local match is required.

Whereas, the City Manager is authorized to apply for, accept, reject, alter or terminate this grant on behalf of the City of Laredo; and

Whereas, the City of Laredo will accept a grant in the amount of \$58,360.00 from the Office of the Governor's Homeland Security Grants Division to fund the 2015 Operation Stonegarden Grant (OPSG)/Jim Hogg County; and

Whereas, the City of Laredo finds it in the best interest of the citizens of Laredo that the 2015 Operation Stonegarden be operated for the 12/01/2017 to 02/28/18 grant year; and

Whereas, the City of Laredo use these funds to execute special operations related to homeland security; and

Whereas, the City of Laredo has agreed that in the event of loss or misuse of funds, the City of Laredo assures that the funds will be returned to the Office of the Governor's Homeland Security Grants Division.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: Authorizing City Manager to submit and accept a grant in the amount of \$58,360.00 from the Office of the Governor's Homeland Security Grants Division (HSGD) for the purpose of funding the 2015 Operation Stonegarden Grant (OPSG)/Jim Hogg County. This funding will be used for overtime and fringe benefit expenses used for Stonegarden Operations. No local match is required.

Section 2: It authorizes the City Manager to execute all necessary documents to obtain said grant number: 3519401 and to effectuate its term.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2018.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA L. HALE
ACTING CITY ATTORNEY

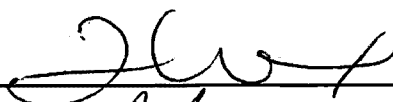
OPSG Operations Order Worksheet

Date received from the Sector:		Date	08/28/17
Date the Operations Order processed by LEOD OPS:		Date	10/02/17
Order Number:		OPSG FRAGO TX Jim Hogg FY15 16-LRTLRT-10-001 V2	
Operation start/end date:		Date	12/1/2016 8/31/2017
Sub recipient:	Jim Hogg	Grant Year:	FY15
State:	Texas		
Sector:	Laredo	FY Award Amount/Balance:	\$500,000.00
Does the OpOrder OT Request Exceed 50% of the award? (Letter is attached if OT is over 50% for Price Act Waiver):	Yes	Overtime:	\$127,545.00
		Fringe:	\$27,115.00
PRICE Act Waiver Request Attached:	Yes	Equipment/Training	\$64,220.00
Vehicle Justification Letter?:	N/A	Fuel:	
Entered in MAX.GOV	Yes	Maintenance	
Entered in BPETS	Yes	Mileage:	\$28,100.00
		Travel:	
		Indirect Costs	
Date forwarded to FEMA:	10/2/2017	County M&A:	\$500.00
		Total	\$247,480.00

SIGNATURES:

Reviewed by:

ASC T. D. WILCOX



OP approved by:

(A) ACC Shelly Lubin



OP Approved

CC: to LEOD Corridor

NOTES:

Frag Order Version 2 is the second tactical, operational period for FY15 Jim Hogg Co. OPSG which will run from December 1, 2016, to August 31, 2017. This Frag Order details the reallocation and disbursement of the remaining funds for FY15 totaling \$367,000. Jim Hogg County is to receive the second half of their original funds allotted (\$117,000) with an additional \$72,120 for equipment reallocated from Zapata County SO. A total of \$189,120 will be released to Jim Hogg County SO to support equipment and overtime. At the request of Jim Hogg County SO remaining funds from their previous award are to be reallocated from M&A, mileage, equipment to overtime and fringe costs totaling \$18,800. A total of \$58,360 will be reallocated from Zapata County SO to Laredo Police Department for overtime and fringe. The remaining funds from Zapata County SO totaling \$119,520 are to be released back to the Office of the Governor for redistribution.

B.

Kicked Back?:

N/A

Date of Kick Back:

N/A

Reason for Kick Back:

N/A

Date Returned from the Field:

N/A

Kicked Back a Second Time?:

N/A

**U.S. Department of Homeland Security
Bureau of Customs and Border Protection
Frag Order Report**

Op Order Name: OPSG Jim Hogg Co. FY15 Tactical Period 2
Op Order Number: 16-LRTLRT-10-001 Version 2
Op Dates: From: 12/1/2016 **To:** 08/31/2017
Report Date: 05/05/2017

Executive Summary

Since the events of September 11, 2001, the interception of terrorists and their weapons attempting entry across the nation's borders has become the primary mission of U.S. Customs and Border Protection (CBP). A combination of intelligence driven operations, deterrence and risk-based deployment, border infrastructure development, technology and organic resources are used to curtail the potential incursion threat of terrorists as well as smugglers of undocumented aliens and narcotic smugglers.

Historically, Zapata County & Jim Hogg County have been a highly favored operational area for alien and drug smuggling organizations. The proximity of Nueva Ciudad Guerrero, Mexico to Zapata Station/Zapata County/Zapata, Texas, population density, and extensive transportation networks leading to the interior immediately north of the border including Hebbronville Station/Jim Hogg County/Hebbronville, Texas make (Laredo Sector) a consistent lucrative target. Border related crime represents an all threat environment in that the primary criminal activity (narcotic/alien smuggling) often results in cross-border criminal organizations and individuals undertaking secondary and frequently, tertiary criminal activities that involve a wider range of crimes (kidnappings, assaults, murders, money laundering, cross-border weapons trafficking, etc.). These illegal activities, when undertaken in the U.S., constitute a threat to domestic security, subsequently triggering involvement by state and local law enforcement.

Law enforcement partnerships between federal, state, and local entities are critical to securing our Nation's border. Grant funding through Operation Stonegarden (OPSG) will be utilized by local units of government to target border-related crime. Using an all threats approach in collaboration with CBP, U.S. Border Patrol, state and local law enforcement agencies will exercise their unique jurisdictional capabilities to address border security issues collaboratively.

Frag order contains the final monetary disbursement of the FY15 funding period. It also provides an update in the chain of command, roles and responsibilities, and modification to the OPSG Operation Order version 0.

I. SITUATION

A. General Situation:

Presently, Zapata County's (Laredo Sector) approximate 75 miles of the international border has an effective level of security that is commensurate with

known and identified risks associated with criminal organizations. The incidence of border violence associated with competing Transnational Criminal Organizations (TCO) in the Laredo area has continued and has great potential to spread into the United States. Due to the presence of dense population centers, vast terrain, limited infrastructure and resources, and numerous air, land, and sea routes of travel, TCOs can conduct their illegal activities by exploiting vulnerabilities throughout South Texas and within CBP operations.

Since its inception, the intent of OPSG has been to enhance law enforcement preparedness and operational readiness along the nation's borders. The Department of Homeland Security Appropriations Act, through the Homeland Security Grant Program, allocated \$55 million for use by local units of government to increase coordination and enforcement capabilities in support of Department of Homeland Security (DHS) goals including those outlined in the U.S. Border Patrol Strategic Plan.

Due to non-compliance with state requirements for proper reimbursement procedures with Zapata County during FY 2015 grant performance period, the Federal Emergency Management Administration (FEMA) chose to allow Jim Hogg County to participate as the managing county in their stead with the contingency that operations continue within Zapata County. Jim Hogg County has participated in OPSG since FY 2010 as a Tier 2 jurisdiction.

Jim Hogg County was awarded \$500,000 which will be utilized for OPSG enforcement efforts throughout FY 2015 grant performance period.

B. Terrain/Weather:

The Zapata Station's (LZT) Area of Operations is situated on the banks of Falcon Lake and the Rio Grande River in South Texas, primarily the County of Zapata (approximately 1000 square miles). The Hebbroville Station's (HEB) area of operations is situated directly north of Zapata County, primarily in the County of Jim Hogg (approximately 1100 square miles). The terrain is rolling hills with hardwood trees, carrizo cane, prickly pear cactus, and black brush. The north part of the county mainly consists of cactus plants and some carrizo cane along the river banks. There are three significant urban areas, the town of Zapata, Texas, the city of Hebbroville, Texas, and the small urban community of San Ygnacio, Texas. The rest of the county is open ranch land with small communities. The banks of the Rio Grande River are overgrown with thick carrizo cane, dense brush, and tall cedars. The river can range from 12 inches to more than 12 feet deep and ranges from 100 to 300 yards in width. The Falcon Lake shoreline can vary from open and rocky terrain on the main lake shoreline to thick or flooded brush in the upper lake with numerous creeks that branch off the main lake. The lake can vary in width from a few hundred yards to over five miles. The climate is arid and dry. The daytime temperatures regularly run over 100 degrees Fahrenheit during the summer and average a low 40 degrees in the winter time. LZT and HEB have very limited lateral mobility in the proximity of the river and lake due to mostly privately own land adjacent to the water.

Zapata and Jim Hogg Counties vary between subtropical and semi-arid climates with short, mild winters and long, hot summers. Temperatures are moderated by

moisture-laden air from the Gulf of Mexico. Expected temperatures reach over 100 degrees Fahrenheit during the summer months June through August, with lows of 45 degrees during the winter. Humidity is high, with daytime averages of 46% and nighttime averages of 82%. Average yearly rainfall is 21 inches. Seasonal hurricanes and tropical storms in the Gulf of Mexico cause adverse weather in the immediate area from June through October. The prevailing airflow is from south to southeast, averaging 12 miles per hour except during the winter when a strong northerly flow can affect the region. Visibility is good up to seven miles.

C. Criminal Element:

Criminal elements associated to the “Zetas” and “Gulf Cartel” are engaged in criminal activity including but not limited to, alien and narcotic smuggling, violent border crimes, money laundering, auto theft, weapons offenses, and gang activity. These elements have been known to conduct widespread counter surveillance on law enforcement tactics. The smugglers will scout all routes leading from an Area of Influence (AI) to their staging point in Laredo, Texas or other areas away from the AI. Organized groups will take alternate routes that circumvent any augmented law enforcement presence.

It is common to see criminal elements attempt to blend in with legitimate oil and gas company trucks in lesser patrolled ranches and back roads. These criminal organizations have cloned drug-laden vehicles to resemble oil and gas company trucks to circumvent established checkpoints on highways leading away from the border area. Smugglers of narcotics and illegal aliens are known to disregard human life and conduct dangerous, deadly driving tactics as they attempt to avoid detection and abscond from law enforcement agencies after a traffic stop is initiated.

D. Friendly Forces:

- CBP Border Patrol
- CBP Air and Marine
- CBP Office of Field Operations
- U.S. Coast Guard
- Homeland Security Investigations
- Federal Bureau of Investigations
- Drug Enforcement Administration
- U.S. Bureau of Alcohol, Tobacco, Firearms & Explosives
- U.S. Marshals
- Texas Department of Public Safety
- Texas Parks & Wildlife
- Webb County Sheriff's Office
- Webb County Constables Precincts 1-4
- Duval County Sheriff's Office
- Freer Police Department
- Zapata County Sheriff's Office
- Jim Hogg County Sheriff's Office
- Jim Hogg County Constables Office

- Laredo Police Department
- Laredo Airport Police
- El Cenizo Police Department
- Rio Bravo Police Department
- High-Intensity Drug Trafficking Area Multi-Agency Task Force

II. MISSION

DHS, CBP, state and local law enforcement agencies operating in Zapata and Jim Hogg Counties will collaborate to raise border security by identifying specific targets operating in their area of responsibility (AOR).

A collaborative effort with the agencies above will:

- Disrupt, dismantle, and degrade targeted transnational threats
- Enhance land border detection and interdiction capabilities
- Expand formal communication, intelligence protocols, and nontraditional intelligence/fusion opportunities

III. EXECUTION

A. Management/Supervisor Intent:

Participating OPSG law enforcement agencies will enforce local/state laws within their jurisdiction and will not enforce immigration laws (Title 8 USC) on behalf of CBP U.S. Border Patrol (USBP). Each participating agency will conduct enforcement activities that have a nexus and contribute to border security as described in the "Specific Responsibilities" section of this plan.

B. General Concept:

OPSG operational activities will emphasize those measures that increase border security in direct collaboration with CBP USBP. Participating agencies will utilize their unique areas of expertise and jurisdictional authority to patrol targeted areas within the county and participate in special operations targeting border nexus crime. Border security threat and operational hours/activities will be determined jointly throughout the quarter(s) between the Laredo Sector Unified Command Staff and the OPSG Integrated Planning Team (IPT). This operational concept does not result in a change or extension of federal authority to state or local law enforcement agencies to enforce federal immigration laws (Title 8 USC). It is anticipated, however, that increased enforcement activities under OPSG will significantly impact the ability of criminal organizations to operate within the Zapata and Jim Hogg County areas to reduce the threat of border incursions.

Participating agencies will utilize OPSG funding for overtime, fuel, mileage, vehicle maintenance, and equipment to support enforcement operations as identified in the quarterly OPSG Operational Plan(s). If federal immigration violations are encountered, state and local agencies may refer those violations to the USBP for appropriate action consistent with current policies and practices. This plan is subject to approval by the Chief Patrol Agent-Laredo Sector, Office

of Border Patrol (OBP), and the Federal Emergency Management Administration (FEMA) before participation in OPSG operations.

C. Specific Responsibilities:

1) LRT Combined Enforcement Unit (CEU)

LRT CEU will provide greater situational awareness of current sector operations and initiatives. CEU will provide a unified platform to coordinate sector intelligence, investigative, and interdiction capabilities and will facilitate even greater cooperation and operational efficiency with local, state and federal law enforcement organizations through existing entities such as task forces, state fusion centers, and other agencies' liaison elements. CEU will coordinate with the Joint Task Force-West South Texas Corridor (JTF-W STC) Laredo Area Team, Laredo Sector Ops Division, and OPSG agencies; including Zapata County Sheriff's Office and Jim Hogg County Sheriff's Office to provide enhanced coverage of egress routes and routes of travel used by TCOs in the targeted area based on intelligence. Stonegarden will also be utilized in support of Operation Cooperation to augment operations at the ports of entry (POEs).

2) LRT International Liaison Unit (ILU)

LRT ILU will initiate coordination procedures to identify points of contact within the Communities of Interest within the Laredo area. ILU's primary function is to increase liaison between the United States and the Government of Mexico (GoM). LRT will work with GoM to leverage enforcement efforts against TCO operatives and specified Mexican targets within their operating areas. ILU will continue to foster relationships with GoM counterparts to enhance the intelligence picture of TCO operations in Mexico.

ILU will coordinate with GoM on any border violence Incidents including but not limited to the following:

- Assaults on agents
- Shootings, rockings and physical confrontations
- Gun battles and shots fired reports
- Narcotics smuggling attempt
- Escapees-High-Value Targets (HVT)
- Incursions
- Drowning victim
- Bomb Threats
- Large groups intending to cross
- Arrest of agents or family in Mexico

3) JOINT TASK FORCE-WEST SOUTH TEXAS CORRIDOR (JTF-W STC)
Laredo Area Team

The JTF-W STC Laredo Area Team will coordinate integrated counter-network operations with federal, state, and local law enforcement agencies to disrupt, degrade, and dismantle the identified priority threats impacting the Laredo area.

4) LAREDO NORTH STATION (LRN)

LRN will patrol Highway 44, Highway 83, Interstate Highway 35, and Farm to Market Road 133, to disrupt operations of alien and narcotics smuggling organizations. Due to current intelligence, importance will be given to Highway 44 and Highway 83 where LRN is experiencing continued cases involving alien smuggling and stolen vehicles utilized for alien smuggling. Also, LRN will continue to patrol the Rio Grande River, from the LCC North Wall to the Camino Colombia Port of Entry. Emphasis will be given to areas near the LCC North Campus and Columbia POE due to current assessed risks. LRN is encountering an increase in alien and narcotics smuggling in the area between the LCC North Wall to Laredo City Ready Mix as well as heavy scouting and counter-surveillance activities. There has also been an increase in narcotics smuggling loads between Father McNaboe Park to the Colombia POE. LRN will also continue to operate the C29 checkpoint at the 29-mile marker of Interstate Highway 35. Also, LRN will provide perimeter security, conduct ride alongs (vessel/vehicle), provide transportation, and processing for any "Knock & Talk" resulting from multi-agency investigations. The Patrol Agent in Charge or designee will approve perimeter security and Knock & Talk. LRN will assist with subject interviews and information analysis for identification and interdiction purposes. LRN will synchronize with operation participants to coordinate interdictions, strategic positioning and information sharing.

5) LAREDO WEST STATION (LRW)

LRW will patrol Mines Road and Highway 83 from State Highway 255 north to the county line and Highway 44 from Highway 83 east to the county line. Additionally, LRW will continue to patrol the Rio Grande River, from State Highway 255 north to the county line. Emphasis will be given to the areas surrounding the county line. LRW will also continue to operate the B35 checkpoint at the 35-mile marker of US Highway 83. Also, LRW will provide perimeter security, conduct ride alongs (vessel/vehicle), provide transportation, and processing for any "Knock & Talk" resulting from multi-agency investigations. The Patrol Agent in Charge and designee will approve perimeter security and Knock & Talk. LRW will assist with subject interviews and information analysis for identification and interdiction purposes. LRW will synchronize with operation participants to coordinate interdictions, strategic positioning and information sharing.

6) LAREDO SOUTH STATION (LRS)

LRS will evaluate the intelligence gathered in its AOR and manage its resources based on the risks identified within its AOR. LRS will work with all federal, state and local law enforcement partners to cause a persistent change in the tactics, techniques, and procedures (TTP's) of TCO's throughout the LRS AOR. LRS will operate the G10 tactical checkpoint at the 10-mile marker of US Highway 83 as dictated by intelligence. Also, LRS will provide perimeter security, conduct ride alongs (vessel/vehicle), provide transportation, and processing for any "Knock & Talk" resulting from multi-agency investigations. The Patrol Agent in Charge or designee will approve perimeter security and Knock & Talk. LRS will assist with subject interviews and information analysis for identification and interdiction

purposes. LRS will synchronize with operation participants to coordinate interdictions, strategic positioning and information sharing.

7) FREER STATION (FRR)

As workforce permits, FRR will deploy roving patrol units, will provide Highway coverage, and will demonstrate their presence (high visibility) while patrolling the areas of egress. FRR Border Patrol Agents-Intelligence (BPA-Is) will coordinate with surrounding counties to gather intelligence and FRR units will adjust accordingly to supplement interdiction. FRR will assign patrol units to monitor State Highways 16 and 44 to maintain coverage of the operational overlap between FRR and COT. Also, FRR will provide perimeter security; provide transportation, and processing for any “Knock & Talk” resulting from multi-agency investigations. The Patrol Agent in Charge or designee will approve perimeter security and Knock & Talk. FRR will assist with subject interviews and information analysis for identification and interdiction purposes. FRR will synchronize with operation participants to coordinate interdictions, strategic positioning and information sharing.

8) HEBBRONVILLE STATION (HEB)

HEB will continue providing operational support along the operational overlap areas between FRR, LRS, and LZT. Hebronville will patrol along Highway 359, FM 649 and will require assistance in areas of interest near the Bruni, Texas. Also, HEB will provide perimeter security, conduct ride alongs (vessel/vehicle), provide transportation, and processing for any “Knock & Talk” resulting from multi-agency investigations. Perimeter security and Knock & Talk will be approved by the Patrol Agent in Charge or designee. HEB will assist with subject interviews and information analysis for identification and interdiction purposes. HEB will synchronize with operation participants to coordinate interdictions, strategic positioning and information sharing.

9) ZAPATA STATION (LZT)

LZT will evaluate the intelligence gathered in its Area of Responsibility (AOR) and manage its resources based on the risks identified within its AOR. LZT will work with all federal, state and local law enforcement partners to cause a persistent change in the tactics, techniques, and procedures (TTP's) of TCO's though-out the LZT AOR. Also, LZT will provide perimeter security, conduct ride alongs (vessel/vehicle), provide transportation, and processing for any “Knock & Talk” resulting from multi-agency investigations. The Patrol Agent in Charge or designee will approve perimeter security and Knock & Talk. LZT will assist with subject interviews and information analysis for identification and interdiction purposes. LZT will synchronize with operation participants to coordinate interdictions, strategic positioning and information sharing.

10) Laredo Police Department (LPD)

LPD has a total workforce of approximately 474 sworn peace officers. LPD has participated in OPSG since 2009. LPD patrols are limited to their jurisdiction

within the boundaries of the City of Laredo. OPSG funding is used to support LPD's ongoing participation in ride alongs.

Reference the Appendix section at the end of this OPORD for the USBP's operational requirements. Review Appendix 1 attached to this OPORD. Appendix 1 is a spreadsheet identifying desired patrol locations and peak times.

11) Zapata County Sheriff's Office (ZCSO)

ZCSO has a total workforce of approximately 35 sworn peace officers. ZCSO has participated in OPSG since 2008 and has acquired several assets from the program which are available to support operations. ZCSO will raise the level of border security and reduce the threat of border-related crime by increasing law enforcement presence and special operations in rural areas, communities, and routes of egress throughout the LRT AOR.

ZCSO will take custody of all fugitives apprehended in Zapata County by any CBP component upon confirmation of extradition with originating agency barring complications of a medical or other nature that precludes the safe and appropriate housing of said fugitive. Officers working OPSG overtime assignments may be used for the transportation of CBP fugitives to the county jail.

Reference the Appendixes/Photos section at the end of this OPORD for the USBP's operational requirements. Review Appendix 1 attached to this OPORD. Appendix 1 is a spreadsheet identifying desired patrol locations and peak times.

12) Jim Hogg County Sheriff's Department (JHCSO)

JHCSO has a total workforce of approximately 16 sworn peace officers. JHCSO has participated in OPSG since 2010 and has acquired assets from the program which are available to support operations. JHCSO will raise the level of border security and reduce the threat of border-related crime by increasing law enforcement presence and special operations in rural areas, communities, and routes of egress throughout the LRT AOR.

JHCSO will take custody of all fugitives apprehended in Jim Hogg County by any CBP component upon confirmation of extradition with originating agency barring complications of a medical or other nature that precludes the safe and appropriate housing of said fugitive. Officers working OPSG overtime assignments may be used for the transportation of CBP fugitives to the county jail.

Reference the Appendixes/Photos section at the end of this OPORD for the USBP's operational requirements. Review Appendix 1 attached to this OPORD. Appendix 1 is a spreadsheet identifying desired patrol locations and peak times.

D. Coordinating Instructions:

The LRT Chief Patrol Agent (CPA) will have operational oversight and in coordination/collaboration with OPSG stakeholders, will determine which areas

will be the focus of operations. The sector and local participating agencies will be executing a quarterly OPSG operational plan for submission to OBP. LRT stations will be responsible for OPSG-related enforcement activities and intelligence sharing within their respective AORs. An Incident Command System (ICS) may be utilized to facilitate sector-wide coordination and monitoring of OPSG activities as warranted during special operations. Sector stations and local/state representatives will ensure daily OPSG activities within their respective AOR are monitored and reported accordingly. Stations will be responsible for reporting OPSG-related intelligence to the Sector Intelligence Unit (SIU) as appropriate. Each participating OPSG agency will have a designated management representative as noted in the Command and Control section of this operational plan.

1) Activity Reporting

At the conclusion of each shift/operation, OPSG state/local law enforcement officers will complete a Daily Activity Report (DAR) and an After Action Report (AAR). The DAR and AAR will be submitted via email to Sector Headquarters at LRT-OPSG@cbp.dhs.gov. The Sector OPSG Group will be responsible for compiling daily activity reports and Webb County financial will be responsible for tracking OPSG expenditures. Monthly Reports will be completed by the Sector OPSG Group and submitted via email to OBP.

2) Information Sharing

Asset laydowns will be emailed 48 hours in advance for situational awareness (LRTBIC2@cbp.dhs.gov and LRT-CEU@cbp.dhs.gov, and then distributed to the corresponding emails: lrswatchcommander@cbp.dhs.gov, HEB-Management@cbp.dhs.gov, LZT-Operations@cbp.dhs.gov). Asset Laydowns will include times of shift, contact information for personnel and patrol locations. Evaluations of assets and effectiveness will be examined via additional meetings or teleconferences. Assets will be adjusted based on operational requirements. Requests to re-deploy assets will be made one week in advance when possible.

3) Intelligence Products

Intelligence products including mapping, trend analysis, community impact, and target files will be developed via a collaborative effort between the SIU and assets (ZCSO and JHCSO). Intelligence products include the following:

- Statistically tracked events such as traffic stops, citations, misdemeanor/felony arrests, and contraband seizures in OPSG target areas
- SIU evaluation of OPSG effect on targeted criminal organizations and their activities
- Third party indicators ascertained via crime statistical analysis and community impact data.

4) Performance Metrics

Various metrics will be used to track the overall performance of the Operation Stonegarden (OPSG) throughout its duration. Based on the current threat assessment the following metrics are expected to reflect the OPSG outcome measures:

- OPSG will establish a high degree of situational awareness in targeted areas, and an effectiveness rate of greater than 90% will be maintained.
- OPSG will monitor recidivism rates and displacement of arrestees from targeted areas to evaluate disruption of TCO intent.
- OPSG will track seizures with emphasis on post-apprehension analysis by LRT-CEU to validate that TCOs are being disrupted.

5) Outcome Measures

Diminish the capacity for TCOs to use major smuggling routes and commercial conveyances and force a displacement in transportation methods. The enhanced and integrated enforcement efforts in targeted areas will lead to an initial increase in seizures and apprehensions along the major routes in commercial conveyances and urban areas.

- Increase in smuggling attempts on rural roads.
- Increase use of deep concealment of contraband.
- Increase seizures of vehicles, weapons, and currency.
- Force TCOs to use less preferred routes of ingress that will expose them to higher risk of detection and interdiction.
- Increase the apprehensions of high ranking members of TCOs and affiliated U.S. based gang leaders through enhanced targeting and integrated intelligence gathering efforts.

IV. ADMINISTRATION/LOGISTICS

A. Cost Estimates/Funding Issues:

Reimbursement for OPSG participants will be contingent upon approval of this campaign plan, developed jointly between OPSG representatives and CBP USBP. No operations will commence and funds are drawn before plan final approval by FEMA. The Jim Hogg County Sheriff's Office will be the OPSG Fund Administrator, as approved by FEMA as a Tier 2 County. Funding for each participant will be approved on a case-by-case basis specific to the operational plan. Enforcement efforts and priorities may be shifted accordingly. The Homeland Security Grants Division of the Texas Governor's Office (HSGD) must report OPSG obligations/expenditures via the Categorical Assistance Progress (CAPR)/Biannual Strategy Implementation Reports (BSIR) semi-annually and the Financial Status Report (SF-269a) by calendar quarter. Local and state law enforcement agencies shall not utilize OPSG funding to supplant their inherent routine patrol and law enforcement operations to perform activities not directly related to increasing border security. OPSG participants will coordinate all

enforcement activities, including execution, administration and command and control with the Laredo Sector Border Patrol. The total expenditures in this campaign plan are a result of the OPSG grant amount of \$500,000 awarded to Jim Hogg County. The operation will consist of two distinct tactical periods in 2016-2017, to be determined at a later date. This campaign plan outlines planned spending for both tactical periods that will be detailed in the administrative annex when needed.

Jim Hogg County Total FY 2015 OPSG Total Grant Award: \$500,000.00			
	Administration/Logistics/Budget	Narrative Justification (Computation of Items)	Federal Request
	Overtime and Fringe	Overtime and Fringe Total	\$321,903.00
	Law Enforcement Operational Overtime	See Individual Participants OT breakdown: Jim Hogg County, Jim Hogg County Sherriff's Office, Zapata County Sherriff's Office. TOTAL OT	\$275,250.00
	Fringe Benefits for Law Enforcement	See Individual Participants Fringe breakdown: Jim Hogg County, Jim Hogg County Sherriff's Office, Zapata County Sherriff's Office. TOTAL Fringe	\$46,653.00
	Equipment (Provide AEL #)	Equipment Total	\$71,000.00
	General Equipment	Jim Hogg Co: 24 Months Air Card Service (AEL# 06CC-02-DSAD)	\$16,000.00
	Special Equipment	N/A	
	Vehicles, Watercraft, other type of vehicles	Zapata County Sherriff's Office: One (1) Marked Chevy Tahoe with Police Package	\$55,000.00
	Regional Capability Building equipment	N/A	
	Vehicles	Fuel Cost	N/A
		Maintenance Cost	N/A
		Mileage Cost	See Individual Participants Mileage Cost breakdown: Jim Hogg County Sherriff's Office, Zapata County Sherriff's Office. TOTAL Mileage	$89,097.00
	Travel, Lodging, and Per diem	For Deployed LE and/or Federally sponsored (DHS/FEMA) border security task force, meetings or training	N/A
	County M&A	See Individual Participant M&A breakdown: Jim Hogg County, Jim Hogg County Sherriff's Office. TOTAL M&A	\$18,000.00
		Total Funding Cost	\$500,000.00

Jim Hogg County – FY 15 OPSG Total Grant Award \$500,000

Jim Hogg County – FY 15 Award less friendly Forces - \$250,000 / Friendly Forces \$250,000

Itemized Cost and Justifications

Overtime

JHCSO Patrol: \$20.09 p/hr. OT rate x 15 officers x 4 hrs./shift x 9 days/mo x 24 months (6,680 Man Hrs.)

Overtime Subtotal: \$134,130

Fringe = 15.56% of OT Rate

Fringe Subtotal: \$20,870

Equipment

24 Months Air Card Service (AEL Number: 06CC-02-DSAD)

Equipment Subtotal: \$16,000

Fuel

N/A

Fuel Subtotal: \$0

Maintenance

N/A

Maintenance Subtotal: \$62,447

Mileage

JHCSO Vehicle Mileage (106,000 Miles)

Mileage Subtotal: \$61,000

Travel

N/A

Travel Subtotal: \$0.00

M&A OT

19.07 p/hr. OT rate x 5 personnel x 6 hrs./per month x 24 months = \$15,575 (820 Man Hrs.)

M&A Fringe

15.56% of OT Rate = \$2,425

Total M&A Cost: \$18,000

Jim Hogg County – Sub-Recipient Cost Summary									
Cost Categories	Overtime	Fringe	Equipment	Fuel	Maint.	Mileage	Travel	M&A	Total
Jim Hogg Co. Cost	\$134,130	\$20,870	\$16,000	N/A	N/A	\$61,000	\$0	\$18,000	\$250,000

Jim Hogg Co.	OT Cost	\$173,000.00
Jim Hogg Co.	General Cost	\$77,000.00
	Total Cost	\$250,000.00

FRIENDLY FORCES

Zapata County Sherriff’s Office – Friendly Force Allocation amount: \$250,000

Itemized Cost and Justifications

Overtime

ZCSO Patrol: \$24 p/hr. OT rate x 35 officers x 7 hrs. x 24 days x 1 year (5,880 Man Hrs.)

Overtime Subtotal: \$141,120**Fringe**

= 18.27% of OT Rate

Fringe Subtotal: \$25,783**Equipment**

One (1) Marked Chevy Tahoe with Police Package

Equipment Subtotal: \$55,000**Fuel**

N/A

Fuel Subtotal: \$0**Maintenance**

N/A

Maintenance Subtotal: \$0**Mileage**

51,554 miles per year x .545 cents per mile (12 Months)

Mileage Subtotal: \$28,097**Travel**

N/A

Travel Subtotal: \$0**M&A**

N/A

Total M&A Cost: \$0**Zapata County Sherriff's Office – Partner Recipient Cost Summary**

Cost Categories	Overtime	Fringe	Equipment	Fuel	Maint.	Mileage	Travel	M&A	Total
Zapata Co. SO Cost	\$141,120	\$25,783	\$55,000	\$0	\$0	\$28,097	\$0	\$0	\$250,000

Zapata Co. SO OT Cost \$166,903.00

Zapata Co. SO General Cost \$83,097.00

Total Cost \$250,000.00**OPSG OO TX-Jim Hogg FY 2015 Operation Order Total Budget Summary Overview**

Cost Categories	Overtime	Fringe	Equipment	Fuel	Maint.	Mileage	Travel	M&A	Total
Jim Hogg Co. Cost	\$134,130	\$20,870	\$16,000	N/A	N/A	\$61,000	\$0	\$18,000	\$250,000
Zapata Co. SO Cost	\$141,120	\$25,783	\$55,000	\$0	\$0	\$28,097	\$0	\$0	\$250,000

Cost Estimates:**FOR OFFICIAL USE ONLY – LAW ENFORCEMENT SENSITIVE – NOT AUTHORIZED FOR PUBLIC DISCLOSURE**

Total OT Cost: \$339,903.00
 Total General Cost: \$160,097.00
Total Cost of OPORD: \$500,000.00

Grant Award Amount: \$500,000.00
 OT Cost: \$339,903.00
Percentage OT to Grant Award: 68%

B. Travel:

N/A

C. Lodging:

N/A

D. Reception of Detailed Personnel:

N/A

E. Uniform and Equipment:

As prescribed by the participating state and local agencies' chains of command.

F. General/Special Equipment:

Jim Hogg County

24 Months Air Card Service (AEL Number: 06CC-02-DSAD)

Subtotal: \$16,000

Equipment

Zapata County Sherriff's Office

One (1) Marked Chevy Tahoe with Police Package

Subtotal: \$55,000

Equipment

Equipment TOTAL

\$71,000

ZCSO has purchased multiple assets for OPSG use. These include two "Sky Watch" observation towers, one "Terrahawk" mobile observation tower, and one mobile command center, as well as 19 vehicles. ZCSO has requested one new vehicle, expressing concern of high mileage on their current OPSG fleet.

JHCSO has purchased multiple assets for OPSG use. These include one "Strong Watch" mobile surveillance system, as well as two patrol vehicles and one truck. JHCSO has voiced the need to update current body armor in the near future, and this may be addressed at a later date.

G. Alien Processing:

Individuals in custody determined to be undocumented aliens will be turned over to CBP for processing and disposition unless otherwise specified (e.g. those individuals wanted for state crimes). Seized contraband will be processed in

accordance with existing federal, state, and local policies. The management of state felony warrant suspects in CBP USBP custody will be in accordance with existing agreements between the sector and local agencies.

H. Medical:

Individual participating agencies will manage medical emergencies in accordance with existing policies and practices.

Laredo Medical Center
1700 East Saunders St.
Laredo, TX 78041
(956) 796-5000

Doctors Hospital of Laredo (Level 3 Trauma Center)
10700 McPherson Rd.
Laredo, TX 78045
(956) 523-2000

Air Ambulance services	
Corpus Christi	800-776-4256
Harlingen	956-428-1919
San Antonio	800-257-6428

I. Detention/Transportation:

Participating agencies will be responsible for coordinating illegal alien detention/transportation with the border patrol station within whose AOR they are operating.

J. Vehicles:

Local and state law enforcement vehicles will be used in support of this operation. Participating agencies will be responsible for the fuel and maintenance of their vehicles. Fuel, mileage, and maintenance costs may be reimbursed in whole or in part for those vehicles utilized in OPSG-related operations.

Mileage

<u>Jim Hogg County</u> JHCSO Vehicle Mileage (106,000 Miles)	Mileage
Subtotal: \$61,000	

<u>Zapata County Sherriff's Office</u> 51,554 miles per year x .545 cents per mile (12 Months)	Mileage
Subtotal: \$28,097	

Mileage TOTAL	\$89,097
----------------------	-----------------

V. COMMAND/CONTROL/COMMUNICATION

A. Chain of Command:

Participating agencies will maintain their individual chains of command as dictated by internal policies and guidelines. This operations order will be approved by the Chief Patrol Agent, Laredo Sector, followed by Office of Border Patrol and FEMA prior to funding.

Laredo Border Patrol Sector:

- Chief Patrol Agent Mario Martinez
(956) 764-3200
- Deputy Chief Patrol Agent Jason D. Owens
(956) 764-3200
- Acting Operations Division Chief Jaime Fierro
(956) 764-3200
- Acting Operations Support Division Joel Martinez
(956) 764-3200
- Assistant Chief Patrol Agent Albert Torres
(956) 764-3200
- OPSG Rep: Supervisory Border Patrol Agent Oscar Alvarado
(956) 764-3117
- OPSG Rep: Border Patrol Agent Tomas Carrillo
(956) 764-3138

Webb County Sheriff's Office:

Sheriff Martin Cuellar
OPSG Rep: Cpt. Federico Calderon
(956) 718-8084

Laredo Police Department
Acting Chief Gabriel Martinez
OPSG Rep: Lt. Manuel Maciel
(956)795-2825

Webb County Constable Pct. 1
Constable Rodolfo Rodriguez
OPSG Rep: Cpt. Reymundo Martinez
(956) 523-4320

Webb County Constable Pct. 2
Constable Miguel Villarreal
OPSG Rep: Chief Ramiro Martinez
(956) 523-4780

Webb County Constable Pct. 3
Constable Adrian Cortez
OPSG Rep: Cpt. Diana Rodriguez
(956) 236-9830

Webb County Constable Pct. 4
Constable Harold Devally
OPSG Rep: Lt. Victor Barbarena
(956) 324-1079

B. Unit Command:

Zapata Station
PAIC Charles E. Arsuaga
OPSG Rep: SOS Arnoldo Diaz
(956) 519-5605

Hebbronville Station
(A)PAIC Justin Needham
OPSG Rep: SOS Cesar Villarreal Jr.
(361) 886-1705

Laredo North Station
(A)PAIC Michael Saucedo
OPSG Rep: SOS Juan C. Rivera
(956) 764-3819

Laredo South Station
(A)PAIC Jerry Doyal
OPSG Rep: SOS Arturo Sandoval
(956) 764-3648

Laredo West Station
(A)PAIC Marcus Saucedo
OPSG Rep: SOS Christopher Mcgrath
(956) 417-2100

Freer Station
PAIC Oscar Escarcega
OPSG Rep: SOS Antonio Cirlos
(361) 394-5407

Zapata County Sheriff's Office
Sheriff Alonso M. Lopez
OPSG Rep: Sgt. Erika Martinez
(956) 765-9940

Jim Hogg County Sheriff's Office
Sheriff Erasmo Alarcon
OPSG Rep: Lorenzo Benavides
(361) 527-4100

C. Communication Details:

Communication protocol will be managed in accordance with each participant agency's existing policy. OPSG communications will be monitored and as necessary, coordinated by the ICS when active.

D. Map Coordinates:

Notes:

	Longitude	Latitude
Degrees : Minutes : Seconds	99 : 23 : 44	27 : 0 : 49
Decimal	-99.3956	27.0137
Location Zone:	29-34	

ANNEX

A. Administration Annex:

Frag Order Version 2 is the second tactical, operational period for FY15 Jim Hogg Co. OPSG which will run from December 1, 2016, to August 31, 2017. This Frag Order details the reallocation and disbursement of the remaining funds for FY15 totaling **\$367,000**. Due to non-compliance with reporting requirements, Zapata County was placed on suspension preventing reimbursement during the first half of the FY15 OPSG cycle. The suspension has since been lifted. However, the Office of the Governor is not approving the **\$250,000** originally allocated to Zapata County due to time constraints. Those funds (\$250,000) will be reallocated to Jim Hogg County Sheriff's Office and other friendly forces. Jim Hogg County is to receive the second half of their original funds allotted (\$117,000) with an additional \$72,120 for equipment reallocated from Zapata County SO. A total of **\$189,120** will be released to Jim Hogg County SO to support equipment and overtime. At the request of Jim Hogg County SO remaining funds from their previous award are to be reallocated from M&A, mileage, equipment to overtime and fringe costs totaling \$18,800. A total of **\$58,360** will be reallocated from Zapata County SO to Laredo Police Department for overtime and fringe. The remaining funds from Zapata County SO totaling **\$119,520** are to be released back to the Office of the Governor for redistribution. (FRAG from original request by BPA Tomas Carrillo 5/5/17).

Tactical Request:

Jim Hogg County Sheriff's Office (JHCSO) – Tactical Request Amount:
\$189,120

Overtime Funding:

JHCSO Patrol: \$21.70p/hr. OT rate (rounded) x 16 officers x 4 hrs./shift x 10 days/mo x 6 months (3,840Man Hrs.)

*Note: Includes requested reallocation listed below \$83,333

JHCSO Overtime Total: \$83,333

Fringe Funding:

Fringe = 15.56% of OT

JHCSO Deputies: \$12,967
JHCSO Fringe Total: \$12,967

M&A Funding:

JHCSO M&A OT: \$21.66 p/hr. OT rate (rounded) x 1 personnel x 4
 hrs./per month x 5 months (20 man hours) \$ 433
 Fringe = 15.56% of OT Rate
 JHCSO M&A Fringe: \$ 67

*Note: Includes requested reallocation listed below

JHCSO M&A Total: \$ 500

Approved Special Equipment From Newly Allocated Funds:

One (1) Marked Chevy Tahoe with Police Package:
 To include (radio, lights, sirens, decals, prisoner cage, laptop, laptop
 equipment, radar, and police console) \$55,000
 16 Body Armor Vests \$17,120
 Overall New Allocation: \$72,120
 Requested reallocation from current funds: \$7,900

JHCSO Equipment Total: \$64,220

Mileage:

48869.57 miles x .575 cents per mile
 Vehicle Mileage:
 *Note: Includes requested reallocation listed below \$28,100

JHCSO Mileage Total: \$28,100

***Note: JHCSO Current Funding Reallocation Request:**

From:
 M&A \$8,500
 Mileage \$2,400
 Equipment (Data Services) \$7,900
 Total \$18,800

To:
 Overtime \$16,073
 Fringe \$2,727
 Total \$18,800

Jim Hogg County Sheriff's Office									
Cost Categories	Overtime	Fringe	Equipment	Fuel	Maint.	Mileage	Travel	M&A	Total
Jim Hogg Co. Cost	\$83,333	\$12,967	\$64,220	\$0	\$0	\$28,100	\$0	\$500	\$189,120

JHCSO OT Cost \$96,800
JHCSO General Cost \$92,320
JHCSO Total Cost \$189,120

Laredo Police Department – Tactical Request Amount: \$58,360

Overtime Funding:

LPD Officers: Laredo PD Officers: \$55 p/hr. OT rate (rounded) x 53 officers x 5 hrs. x 3 mo (804 man hours) \$44,212

LPD Overtime Total: \$44,212

Fringe Funding:

Fringe= 32% of OT

LPD Officers: \$14,148

LPD Fringe Total: \$14,148

Laredo Police Department									
Cost Categories	Overtime	Fringe	Equipment	Fuel	Maint.	Mileage	Travel	M&A	Total
Laredo PD Cost	\$44,212	\$14,148	\$0	\$0	\$0	\$0	\$0	\$0	\$58,360

LPD OT Cost \$58,360
 LPD General Cost \$0
 LPD **Total Cost \$58,360**

Jim Hogg County Tactical Request Budget Overview										
Cost Categories	Overtime	Fringe	Equipment	Fuel	Maint.	Mileage	Travel	M&A	Total	
Jim Hogg Co.	\$83,333	\$12,967	\$64,220	\$0	\$0	\$28,100	\$0	\$500	\$189,120	
Laredo PD	\$44,212	\$14,148	\$0	\$0	\$0	\$0	\$0	\$0	\$58,360	
TOTAL COST	\$127,545	\$27,115	\$64,220	\$0	\$0	\$28,100	\$0	\$500	\$247,480	

TOTAL FUNDS RELEASED: \$247,480

TOTAL FUNDS RELEASED TO OOG: \$119,520

Jim Hogg County Tactical Request Budget Overview			
Cost Categories	V0 Approved Budget	V1 Approved Budget	V2 Proposed Budget
Overtime	\$275,250	\$137,625	\$127,545
Fringe	\$46,653	\$23,327	\$27,115

FOR OFFICIAL USE ONLY – LAW ENFORCEMENT SENSITIVE – NOT AUTHORIZED FOR PUBLIC DISCLOSURE

Equipment	\$71,000	\$71,000	\$64,220
Fuel	\$0	\$0	\$0
Maint.	\$0	\$0	\$0
Mileage	\$89,097	\$44,548	\$28,100
Travel	\$0	\$0	\$0
M&A	\$18,000	\$9,000	\$500
Total	\$500,000	\$285,500	\$247,480
Released to OOG	\$0	\$0	\$119,520

B. Execution Annex:

C. Communication Annex:

Media Action Plan:

All CBP USBP inquiries will be directed to the LRT Information and Communications Division (619) 216-4182. State/Local agencies will manage media inquiries as indicated by their individual departmental policies.

Legal Review:

Participating agencies will route legal inquiries through their respective legal counsel. All legal reviews for USBP will be forwarded to the CBP legal counsel.

Risks:

Risk Description	Initial Risk Level	Risk Controls	Resultant Risk Level
The possibility of encountering armed subjects is associated with this operation.	Medium	Officers are issued ballistic vests and handguns as standard issue. Long arms are also available for issuance.	Low
Inclement weather/heat injuries.	Medium	Officers are advised to consume water and sports drinks to combat heat related injuries.	Low

FOR OFFICIAL USE ONLY – LAW ENFORCEMENT SENSITIVE – NOT AUTHORIZED FOR PUBLIC DISCLOSURE

The possibility of engaging in vehicle failures to yield.	Medium	Officers are briefed and trained on their department's pursuit policy.	Low
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Erasmio Alarcon, Jr.
Sheriff

Jim Hogg County Sheriff's Department



Lorenzo E. Benavides, Jr.
Chief Deputy

November 13, 2017

Grants Programs Directorate
Federal Emergency Management Agency
Department of Homeland Security
800 K. Street, NW
Washington, D.C. 20472

Re: Operation Stonegarden FY 2015 Equipment Justification Letter

To whom it may concern,

On behalf of the Jim Hogg County Sheriff's Office and as requested by the Border Patrol-Laredo Sector, I am requesting funds in order to purchase body armor for the participants of Operation Stonegarden. As we know there are many roads that lead from the Mexican Border through Jim Hogg County (Hebronville). Many criminals take advantage and utilize these avenues to smuggle contraband. Because of Operation Stonegarden we have continued and will continue to apply pressure on this criminal element therefore they have become more desperate in the protection of their contraband and hostile encounters with individuals carrying weapons have continued to increase. The Jim Hogg County Sheriff's Office is a small agency and in order to cover more ground and be more effective we patrol in single-man units. When our officers are patrolling in town a response for assistance can be very quick but when they work Operation Stonegarden the officers are stationed in rural remote areas of the county and help could take a very long time. It is common knowledge that the criminal cartels send multiple scouts along with their loads in order to survey the area for law enforcement. These scouts report back to their leaders so they are aware when an officer is 30 miles out and alone. How hard would it be to take that officer out of play by shooting them during a traffic stop and fleeing with no one knowing? As we move forward in our joint quest to provide safety to our citizens we ask for your assistance in allowing the purchase of this body armor and making it as safe as possible for our officers especially when they are providing support in rural remote areas of the county during Operation Stonegarden. The body armor that we are interested in purchasing is the Point Blank Alpha Black Elite AXIII A Ballistic Vest. It is one of the lightest most top rated vest that is capable of stopping a .357 Sig. at 1870 fps and a 44 Magnum at 1745 fps. This ballistic vest has exceeded FBI body armor test protocol requirements and as mentioned it is one of the lightest most flexible vests on the market with a much greater comfort level that would be ideal in our extreme heat conditions. The overall intent of this request is to enable the Jim Hogg County Sheriff's Office to be able to continue to support Operation Stonegarden in the safest manner as they encounter the criminal element who have hostile intentions and no regard for human life.



Erasmio Alarcon, Jr.
Sheriff

Jim Hogg County Sheriff's Department



Lorenzo E. Benavides, Jr.
Chief Deputy

I have a very good example, a few years ago our agency was responding to assist a motorist on FM 649 and FM 2687. It so happened that a USBP two-man unit observed the vehicle first and made contact with the driver. That incident turned out in a fight for life as the individual pulled a weapon on the agents. Thankfully the agents were not seriously hurt. All it takes is one incident. We would like to minimize all chances of an officer being killed or injured.

Thank you in advance for your consideration of this request.

Should you have any questions or require more information, please feel free to contact Chief Deputy Lorenzo Benavides Jr. at the Jim Hogg County Sheriff's Office (361) 527-4140.

Sincerely,

A handwritten signature in blue ink, appearing to read "L. Benavides Jr.", written over a large, stylized "L" that spans across the signature.

Chief Deputy Lorenzo Benavides Jr.
Jim Hogg County Sheriff's Office
Grant Administrator



PRODUCTS

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Ballistic Options

Protecting your community starts with equipping yourself with body armor that not only meets the highest level of protection but also exceeds your expectations for lightweight comfort and performance. At Point Blank, we're constantly pushing the limits beyond what you thought was possible in ballistic technology. We currently have more NIJ .06 certified products than any other ballistics company in the industry with a key emphasis of providing our customers with lighter, more flexible body armor systems with greater ballistic capabilities. More officers trust the Point Blank brand because when it comes to meeting your needs for life protecting technology, expectations can never be too high.

NIJ Level IIIA

Model	Size	Weight	Thickness	V50 .357 SIG	V50 44 MAG
CIIIA-2	C1/C5	1.47	0.30	1721	1660
CIIIAF-2	C1/C5	1.47	0.30	1757	1615
BCIIIA	C1/C5	1.25	0.30	1847	1636
BCIIIAF	C1/C5	1.25	0.30	1868	1707
KXP IIIA-2FO	C1/C5	1.18	0.25	1780	1651
DXIIIA*	C1/C5	1.26	0.27	1913	1786
DXF-IIIA	C1/C5	1.30	0.29	1996	1834
GNXIIIA	C1/C5	1.18	0.28	1827	1673
GNXIIIAF	C1/C5	1.18	0.28	1806	1695
FLXIIIA-1	C1/C5	1.04	0.30	1773	1652
FLXIIIAF-1	C1/C5	1.04	0.30	1784	1708
AXIIIA**	C1/C5	0.87	0.20	1870	1745
AXIIIAF**	C1/C5	0.87	0.20	1884	1744
AXBIIIA	C1/C5	0.79	0.19	1863	1713
AXBIIIAF	C1/C5	0.79	0.19	1882	1791



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Point Blank / Item# BL635 /

POINT BLANK ALPHA BLACK IIIA WITH HI LITE CARRIER

Write a Review | 1 Question, 1 Answer

~~MSRP: \$1,599.00~~ \$1,099.99

YOU SAVE: \$499.01 (31% OFF)

COLOR SELECT A COLOR



SIZE SELECT A SIZE



LENGTH SELECT A LENGTH

 \$1099.99

GALLS RESTRICTS THE SALE OF BODY ARMOR AND RELATED PRODUCTS TO PUBLIC SAFETY PROFESSIONALS, MILITARY, SECURITY OFFICERS. APPROPRIATE DOCUMENTATION WILL BE REQUIRED. IF SHIPPING TO CONNECTICUT, YOU MUST SHIP TO LAW ENFORCEMENT AGENCY ADDRESS. [CLICK HERE FOR MORE INFORMATION.](#)

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DETAILS**POINT BLANK ALPHA BLACK IIIA WITH HI LITE CARRIER**

One of the lightest weight and highest performing NIJ .06 ballistic systems in the market today, the Elite vest provides unparalleled comfort and protection. Point Blank's Hi-Lite carrier incorporates a Dri-Lex® moisture management system, which moves moisture away from the body and helps to keep the wearer dry and comfortable.

Built with the latest generation of Dyneema® Force Multiplier Technology by DSM, Alpha Elite™ Black weighs a mere .79 psf (a remarkable reduction from the previous weight of .87 psf), with 9mm V-50s greater than 2,000 fps. The Alpha Elite™ Series was launched after Point Blank engineers began searching for a ballistic material that would meet the rigorous demands of U.S. Special Operations forces deployed in the world's most dangerous regions. Designed to defeat high-velocity handgun rounds and fragmentation with minimal backface-deformation and superior multi-hit protection. This unique ballistic material assures that the Alpha Elite Series lives up to its name.

SPECS

- One of the lightest, thinnest, most flexible and highest performing ballistic systems available
- Built with the latest generation of Dyneema® Force Multiplier Technology ballistic material
- Lightweight design naturally flexes to the contours of your body for exceptional maneuverability
- Self-Suspending Ballistic System™ features stretch shoulder straps which connect to the front and back ballistic panels, ensuring optimal protective coverage
- Durable Water Repellent (DWR) microfiber outershell

- Dri-Lex® moisture management system moves moisture away from the body and helps keep you dry and comfortable
- Removable 2"x12" waist straps provide 8-point adjustability
- Removable internal cummerbund stabilizes ballistic panels
- Plate pockets in the front and back accommodate 5"x8", 7"x9" or 8"x10" SPEED Plates

CUSTOMERS ALSO PURCHASED



Point blank

POINT BLANK ALPHA BLACK IIIA WITH HI LITE CARRIER



Ear phone connection

EAR PHONE CONNECTION HAWK LAPEL MIC FOR MOTOROLA XTS RADIOS



Safariland

SAFARILAND MODEL 2005 LEVEL I RETENTION HOLSTER



Camelbak

CAMELBAK MOTHERLODE HYDRATION PACK



Nightstick

NIGHTSTICK SAFETY CONE - 1160/1170/1180 1260 SERIES



Adventure medical kits

ADVENTURE MEDICAL SURVIVE OUTDOORS LONGER SPORT UTILITY BLANKET

QUESTIONS & ANSWERS

Questions that need answers | My Posts

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what caliber bullets can it stop?

A shopper on Feb 12, 2017

BEST ANSWER: The National institute of Justice tests level IIIA armor against .357 Sig and .44 magnum rounds.

- [Reply](#)
- [Inaccurate](#)
- [Dave F Staff](#) on Apr 10, 2017



City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Horacio A. De Leon, City Manager

Initiated By: Horacio De Leon, Jr., City Manager

Staff Source: Dora A. Maldonado, RTA, Tax Assessor/Collector

SUBJECT

2018-R-07 Re-adopting guidelines and criteria governing tax abatements by the City of Laredo in accordance with the requirements in Section 312.002 of the Texas Tax Code; providing for severability; providing for an effective date of January 21, 2018 through January 20, 2019; and providing for publication.

VENDOR INFORMATION FOR COMMITTEE AGENDA

Not Applicable.

PREVIOUS COUNCIL ACTION

On January 19, 2016, City Council passed Ordinance 2016-O-008 which established guidelines & criteria governing tax abatements by the City of Laredo. State law requires that the guidelines are only effective for a two year period therefore, it is necessary to re-adopt the guidelines and criteria every two years.

BACKGROUND

Since 1998, the City of Laredo has offered a tax abatement program. In the past, the director of the Laredo Development Foundation indicated that companies who were considering locating in Laredo asked if the City of Laredo has a tax incentive program. In 1998, the Laredo Development Foundation (LDF) recommended that tax abatement incentives be initiated in the City of Laredo. As a result, the City of Laredo adopted through Ordinance No. 98-O-141 Guidelines and Criteria as prepared by the Laredo Development Foundation. Since then, City Council has been re-adopting guidelines & criteria in accordance with state law.

COMMITTEE RECOMMENDATION

Not Applicable.

STAFF RECOMMENDATION

Approval of Resolution.

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Less tax revenue if City Council approves future tax abatement agreements.

Attachments

Resolution 2018-R-07

Guidelines and Criteria

RESOLUTION 2018-R-07

RE-ADOPTING GUIDELINES AND CRITERIA GOVERNING TAX ABATEMENTS BY THE CITY OF LAREDO IN ACCORDANCE WITH THE REQUIREMENTS IN SECTION 312.002 OF THE TEXAS TAX CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE OF JANUARY 21, 2018 THROUGH JANUARY 20, 2019; AND PUBLICATION.

WHEREAS, the City Council finds that Tax Abatements, in accordance with the “Guidelines and Criteria Governing Tax Abatements by the City of Laredo,” attached hereto as **Exhibit “A”** and incorporated herein for all purposes, contributes to the economic development of the City in furtherance of the policies and objectives of the City as authorized in Chapter 312 of the Texas Tax Code and Section 380.001 of the Texas Local Government Code, and will assist the City in achievement of its objectives to create jobs for the citizens of the City, build the tax base of the City, and provide an attractive inducement to companies to build capital intensive projects in the City.

WHEREAS, state law requires the re-adoption of guidelines governing Tax Abatements every two years.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS THAT:

Section 1. Guidelines and Criteria Governing Tax Abatements Adopted.

In accordance with the requirements in Section 312.002 of the Texas Tax Code, the City of Laredo hereby adopts the “Guidelines and Criteria Governing Tax Abatements by the City of Laredo” attached hereto as **Exhibit “A”** and incorporated for all purposes.

Section 2. No Limits.

Adoption of the guidelines and criteria stated in Section 1 herein does not:

- (1) Limit the discretion of the City Council to decide whether to enter into a specific Tax Abatement agreement;
- (2) Limit the discretion of the City Council to delegate to its employees the authority to determine whether or not the City Council should consider a particular application or request for Tax Abatement; or
- (3) Create any property, contract, or other legal right in any person to have the City Council consider or grant a specific application or request for tax abatement.

Section 3. Effectiveness of Guidelines.

The guidelines and criteria adopted in section 1 herein shall be effective for one (1) year from the effective date of this resolution. During that period, the said guidelines and criteria governing Tax Abatements may be amended or repealed only by a vote of three-fourths of the members of the City Council.

Section 4. Effective Date.

This resolution shall become effective upon passage and approval.

Section 5. Severability

If any provision, section, subsection, sentence, clause or phrase of this resolution, or the application of same to any person or set of circumstance is for any reason held to be unconstitutional, void, invalid or for any reason unenforceable, the validity of the remaining portion of this resolution or its application to other person or sets of circumstances shall not be affected thereby, it being the intent of the City Council of the City of Laredo in adopting this resolution that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity, and all provisions are declared severable for that purpose.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR on this the _____ day of January, 2018.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:
KRISTINA L. HALE
CITY ATTORNEY

**GUIDELINES & CRITERIA GOVERNING
TAX ABATEMENTS
BY THE CITY OF LAREDO
Effective January 21, 2018 through January 20, 2019**

1. GENERAL PROVISIONS

1.1 Purpose.

Chapter 312 of the Texas Tax Code allows, but does not obligate or require, the City to grant a tax abatement on the value added to a particular property on account of a specific development project that meets the eligibility requirements set forth in this policy. In order for the City to participate in tax abatement, the City is required to establish guidelines and criteria governing tax abatement agreements. This policy is intended to set forth those guidelines and criteria for persons or entities interested in receiving a tax abatement from this City.

1.2 Objective

The City of Laredo is committed to the promotion of high quality development in all parts of the City; and to an ongoing improvement in the quality of life for its citizens. Insofar as these objectives are generally served by the enhancement and expansion of the local economy, the City of Laredo, will on a case-by-case, give consideration to providing tax abatement as stimulation for economic development in Laredo. It is the policy of the City of Laredo to make available tax abatement for both new facilities and for the expansion or modernization of existing buildings and structures. It is the policy of the City of Laredo that said consideration will be provided in accordance with the procedures and criteria outlined in this document. Nothing herein shall imply or suggest that the City of Laredo is under any obligation to provide tax abatement to any applicant.

1.3 General Eligibility Criteria.

A Tax Abatement can only be granted to persons or entities eligible for tax abatement pursuant to Section 312.204(a) of the Texas Tax Code, which persons or entities as of the effective date of this Policy are (i) the owner of taxable real property located in a tax abatement reinvestment zone; or (ii) the owner of a leasehold interest in tax-exempt real property located in a tax abatement reinvestment zone. A Tax Abatement will not be granted for any development in which a building permit has been filed or is obtaining a Tax Abatement under Neighborhood Empowerment Zone Program.

1.4 General Exclusions and Limitations

1.4.1 Leases of Real Property.

A person or entity seeking tax abatement on real property that is leased from a third party should be advised that, pursuant to state law, the City can only abate taxes on the increased value of the taxable leasehold interest in the real property, if any, and the increase in value of taxable improvements and tangible personal property located on the real property and subject to the leasehold interest, if any. Before applying for a Tax Abatement from the City, such persons or entities should seek professional and legal guidance, and may wish to consult with the appraisal district having jurisdiction over the

property in question, as to whether their development projects will result in a taxable leasehold interest in the property and, if so, the anticipated value of that leasehold interest.

2. DEFINITIONS

As used within these guidelines and criteria, the following words or phrases shall have the following meanings:

2.1 “Abatement” or “Tax Abatement” – The temporary, full or partial exemption from ad valorem taxes of certain Added Value to eligible taxable real and in some cases tangible personal property located in a Reinvestment Zone.

2.2 “Added Value” – The increase in the assessed value, as compared to base year value, of an eligible property as a result of expansion or modernization of an existing facility or construction of a new facility.

2.3 “Agreement” - A contractual agreement between a property owner and/or lessee and the City of Laredo for the purpose of tax abatement.

2.4 “Base Year Value” – The assessed value of eligible property as of the January 1 preceding the execution of an Agreement, as determined by the Webb County Appraisal District.

2.5 “Expansion” – The addition of buildings, structures, fixed machinery or equipment for the purposes of increasing capacity.

2.6 “Facility” – Property improvements completed or in the process of construction which together compromise an integral whole.

2.7 “Modernization” – The replacement and upgrading of existing facilities which increase the productive input or output, updates the technology or substantially lowers the unit cost of the operation, and extends the economic life of the facilities. Modernization may result from the construction, alteration, or installation of buildings, structures, fixed machinery or equipment. It shall not be for the purpose of reconditioning, refurbishing, repairing or completion of deferred maintenance.

2.8 “New Facility” – Property previously undeveloped which is placed into service by means other than or in conjunction with an expansion or modernization.

2.9 “Owner” – means the owner of a facility subject to abatement. If the Facility is constructed on a leased property, the owner shall be the party which owns the property subject to tax abatement. The other party to the lease shall join in the execution of agreement but shall not be obligated to assure performance of the party receiving abatement.

2.10 “Permanent full-time job” means a new employment position created by a business that provides a regular work schedule of at least 35 hours per week or 1820 hours of regular employment per year to a City of Laredo resident, meets Living Wage Requirement, Local Hire Requirement, and Employee Healthcare Benefits in Sections 3.7, 3.8, and 3.9 and maintains the employment position during the term of the abatement agreement.

3. ABATEMENT AUTHORIZED

3.1 Authorized Facilities

Abatement may be granted for New Facilities and improvements to existing facilities for the purpose of Modernization or Expansion.

3.2 Creation of New Value

Abatement may only be granted for the Added Value of eligible property improvements based on valuations as determined by the Webb County Appraisal District and subject to and listed in an abatement agreement between the City and the property owner and lessee, if required, subject to such limitations as said jurisdiction may require.

3.3 Eligible Property

Abatement may be extended to the Added Value of real and tangible personal property as noted in Section 3.6.

3.4 Ineligible Property

The following types of property shall be fully taxable and ineligible for abatement: land, intangible personal property, inventory and supplies.

3.5 TYPE OF INDUSTRIES:

In keeping with the broad based approach to economic development, agreements will not be restricted to any particular type of industry. Preference will, however, be given to manufacturing and any other type of industry which provides relatively higher wages.

Hospitality (Hotel, motels, inns, or such businesses that provides transitional or short-term lodging), Tourism (businesses that are involved in catering to pleasure travel) and Retail (businesses that sell consumers goods and/or services to earn a profit.) will only be considered if City Council determines that project will make a unique or unequalled contribution to the economy and project is expected to have at least 10 million in Added Value to real property and 10 New Permanent full-time jobs.

In keeping with obtaining the highest cost-benefit, Tax Abatements will be granted on the basis of (a) new jobs and (b) additional investments, for a maximum term of 5 years.

3.6 Period and Percentage of Abatement

Must meet both Jobs and Added Value to obtain Abatement.

New Permanent Full Time Jobs	Added Value in Real Property, as assessed by Webb County Appraisal District	Percent of Abatement	Term
50 to 100 jobs	\$1 million up to \$2.5 million	25%	5 years
101 to 150 jobs	over \$2.5 million up to \$5 million	50%	5 years
151 to 200 jobs	over \$5 million up to \$10 million	75%	5 years
Over 200 jobs	Over \$10 million	100%	5 years

New Permanent Full Time Jobs	Added Value in Real and Tangible Personal Property, as assessed by Webb County Appraisal District	Percent of Abatement	Term
Over 200 jobs	Over \$20 million	100%	5 years

In cases where,

1.) The required additional investment exceeds \$10 million and the above number of jobs is not expected to be met within the first year of occupancy; or

2.) This is a Hospitality, Tourism, and Retail development where City Council determined that project will make a unique or unequal contribution to the economy; an abatement may be allowed utilizing the following criteria, if Jobs and Added Value are met.

New Permanent Full Time Jobs	Added Value in Real Property, as assessed by Webb County Appraisal District	Percent of Abatement	Term
At least 10 jobs	Over \$10 million	100%	Year 1
		80%	Year 2
		60%	Year 3
		40%	Year 4
		20%	Year 5

3.7 Living Wage Requirement

In order to count as a permanent full-time job under this tax abatement program, the job should pay employees wages at a minimum level which is equal to two dollars (\$2.00) above the U.S. minimum wage in effect at the time of the agreement. Additional compensation, such as commissions and mileage, will be taken into consideration and will be included in the wages. However, overtime will not be considered.

3.8 Local Hire Requirement

Any company seeking a tax abatement must hire all employees residing in the City of Laredo or Webb County and must NOT relocate current employees from within the City or the County.

3.9 Employee Healthcare Benefits

The company seeking a tax abatement from the City must provide each full-time

person employed in the project and his or her dependents with access to a Healthcare package, including a health insurance program that pays at least 50% of their health benefits.

3.10 Other General Guidelines

- (a.) They must be offered to local companies for the expansion of existing facilities as well as new facilities.
- (b.) They must be “performance based” to provide cost benefit advantages to Laredo and Webb County.
- (c.) They must not permit outside companies to unfairly compete with local companies in the same business in the local market: competing companies may be considered if 75% of their customers are outside Laredo/Webb County, or if any other measures are offered which are judged to make the companies compatible with Laredo interests.
- (d.) They must be negotiated quickly and in good faith by representatives of all concerned local entities.
- (e.) They must be contractual and fully and accurately disclosed to the public.
- (f.) The contracts must be effectively protected by cancellation, recalibration and “claw-back” provisions which would insure the return of the community’s funds if the companies default on their part of the agreement. There should however, be no levy of penalties above repayment of actual local costs.

3.11 Other Considerations

- (a.) Depending upon the applicant, tax abatement agreements may be negotiated with consideration of cost benefit, company’s financial statements or D&B rating, past business history, nature of the production process, environmental hazards, cost breakdown of the investment into land, building, equipment, probable project status at the end of 5 years, percent of hiring of local workers, and benefits to be paid to local workers.
- (b.) City Council reserves the right to vary the term and percent of abatement, on a case per case basis, where the applicant shows unique circumstances that meets the economic development goals and objectives of the City of Laredo.

3.12 Submission of Application

If a given development project qualifies for Tax Abatement pursuant to the eligibility criteria detailed in this Policy, an applicant for Tax Abatement must complete and submit a City of Laredo Tax Abatement Application. An Application can be obtained from and should be submitted to the City Manager or the Economic Development Department.

A non-refundable application fee of one thousand (\$1,000.00) dollars will be required to be submitted with the completed Tax Abatement application.

City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Mario Maldonado, Executive Director of Transportation

Staff Source: Yvette Limon, Bridge Director

SUBJECT

2018-R-08 Authorizing the City Manager to enter into and execute a Memorandum of Understanding between the U.S. Department of Homeland Security (DHS), the U.S. Customs and Border Protection (CBP), the U.S. General Services Administration (GSA) and the City of Laredo, Texas to memorialize the mutual understanding of the parties regarding the forthcoming proposal planning and development activities in connection with the proposed donation of property, consisting of northbound inspection facilities for the commercial vehicles and related infrastructure and technologies, at the World Trade Bridge Land Port of Entry (LPOE) located in Laredo, Texas.

PREVIOUS COUNCIL ACTION

On August 9, 2016, City Council directed the City Manager to initiate the process of submitting an amendment to the existing presidential permit at the World Trade Bridge to include lane expansion and to allow other improvements to our existing bridge and port approaches; and, to include, without limitations, the acquisition of consulting and other services needed to obtain all studies, environmental impact analysis, schematic, design, plans, specifications and estimates needed to secure clearances and approvals from all appropriate state/federal departments to initiate discussions with city/state/federal Mexican officials to obtain concurrence from Mexico on the expansion of World Trade Bridge.

BACKGROUND

In November 2016, the City of Laredo submitted a proposal to the U.S. Customs and Border Protection Donations Acceptance Program for the Free and Secure Trade (FAST) Lanes Relocation Project.

In April 2016, the U.S. Customs and Border Protection Donations Acceptance Program selected the City of Laredo's proposal to engage in further planning and development activities for the FAST Lanes Relocation Project.

The MOU memorializes the mutual understanding of the Parties regarding the forthcoming proposal planning and development activities in connection with the proposed donation.

The MOU also identifies the steps that must be taken prior to commencing construction, as well as potential project execution activities, roles, responsibilities and funding

obligations with respect to the proposed donation.

The Parties acknowledge that neither this MOU nor any course of conduct by any Party subsequent to the effective date of this MOU will constitute an obligation or commitment of any Party to enter into a Donation Acceptance Agreement (DAA) or give rise to any obligation to enter upon or consummate the proposed donation.

The estimated \$10.3 million project will relocate the FAST lanes from their current location to an all-new site of the federal compound. This will allow FAST trucks a nearly straight shot from the bridge into the new FAST inspection facility and onto the City streets and the Bob Bullock Loop (I69W).

This new inspection area will include four primary inspection booths, a non-intrusive inspection area, two exit control booths and access to the current secondary inspection facilities and hazardous material offsite containment facility.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Authorize the City Manager to enter into and execute the Memorandum of Understanding.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Resolution

MOU

MOU-Exhibit A

RESOLUTION NO. 2018-R-08

AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE U.S. DEPARTMENT OF HOMELAND SECURITY (DHS), THE U.S. CUSTOMS AND BORDER PROTECTION (CBP), THE U.S. GENERAL SERVICES ADMINISTRATION (GSA) AND THE CITY OF LAREDO, TEXAS TO MEMORIALIZE THE MUTUAL UNDERSTANDING OF THE PARTIES REGARDING THE FORTHCOMING PROPOSAL PLANNING AND DEVELOPMENT ACTIVITIES IN CONNECTION WITH THE PROPOSED DONATION OF PROPERTY, CONSISTING OF NORTHBOUND INSPECTION FACILITIES FOR THE COMMERCIAL VEHICLES AND RELATED INFRASTRUCTURE AND TECHNOLOGIES, AT THE WORLD TRADE BRIDGE LAND PORT OF ENTRY (LPOE) LOCATED IN LAREDO, TEXAS.

WHEREAS, in November 2016, the City of Laredo submitted a proposal to the U.S. Customs and Border Protection Donations Acceptance Program for the Free and Secure Trade (FAST) Lanes Relocation Project; and

WHEREAS, in April 2016, the U.S. Customs and Border Protection Donations Acceptance Program selected the City of Laredo's proposal to engage in further planning and development activities for the FAST Lanes Relocation Project; and

WHEREAS, the MOU memorializes the mutual understanding of the Parties regarding the forthcoming proposal planning and development activities in connection with the proposed donation; and

WHEREAS, the MOU also identifies the steps that must be taken prior to commencing construction, as well as potential project execution activities, roles, responsibilities and funding obligations with respect to the proposed donation; and

WHEREAS, the Parties acknowledge that neither this MOU nor any course of conduct by any Party subsequent to the effective date of this MOU will constitute an obligation or commitment of any Party to enter into a Donation Acceptance Agreement (DAA) or give rise to any obligation to enter upon or consummate the proposed donation; and

WHEREAS, the estimated \$10.3 million project will relocate the FAST lanes from their current location to an all-new site of the federal compound. This will allow FAST trucks a nearly straight shot from the bridge into the new FAST inspection facility and onto the City streets and the Bob Bullock Loop (I69W); and

WHEREAS, this new inspection area will include four primary inspection booths, a non-intrusive inspection area, two exit control booths and access to the current secondary inspection facilities and hazardous material offsite containment facility.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAREREDO THAT:

Section 1. Authorizing the City Manager to enter into and execute a Memorandum of Understanding between the U.S. Department of Homeland Security (DHS), the U.S. Customs and Border Protection (CBP), the U.S. General Services Administration (GSA) and the City of Laredo, Texas to memorialize the mutual understanding of the parties regarding the forthcoming proposal planning and development activities in connection with the proposed donation of property, consisting of northbound inspection facilities for the commercial vehicles and related infrastructure and technologies, at the World Trade Bridge Land Port of Entry (LPOE) located in Laredo, Texas.

Section 2. That this resolution shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS, THE _____ DAY OF _____, 2018.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA LAUREL HALE
CITY ATTORNEY

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE U.S. DEPARTMENT OF HOMELAND SECURITY,
U.S. CUSTOMS AND BORDER PROTECTION,
THE U.S. GENERAL SERVICES ADMINISTRATION
AND
THE CITY OF LAREDO, TEXAS**

I. PARTIES

Pursuant to subsections 559(a) and (f) of the *Consolidated Appropriations Act, 2014* (P.L. 113-76), as amended by subsection 552(a) of the *Department of Homeland Security Appropriations Act, 2015* (P.L. 114-4), U.S. Customs and Border Protection (CBP), in collaboration with the U.S. General Services Administration (GSA), intends to enter into an agreement with the City of Laredo, Texas (Donor) to facilitate the proposed donation of property, consisting of northbound inspection facilities for empty commercial vehicles and related infrastructure and technologies, at the World Trade Bridge Land Port of Entry (LPOE) located in Laredo, Texas. CBP, GSA and Donor are collectively referred to herein as the “Parties” and each individually as a “Party.”

II. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to memorialize the mutual understanding of the Parties regarding the forthcoming proposal planning and development activities in connection with the proposed donation. In the event that proposal planning and development results in a viable donation that is acceptable to the Parties, the MOU also identifies the steps that must be taken prior to commencing construction, as well as potential project execution activities, roles, responsibilities, and funding obligations with respect to the proposed donation. The Parties acknowledge that neither this MOU nor any course of conduct by any Party subsequent to the effective date of this MOU will constitute an obligation or commitment of any Party to enter into a Donation Acceptance Agreement (DAA) or give rise to any obligation to enter upon or consummate the proposed donation.

III. DONATION SCOPE

The donation, as described in Donor’s proposal submitted on November 11, 2016, attached hereto as Exhibit A and incorporated herein by reference, and as understood and agreed to by the Parties, is to fund, construct and donate to the United States Free and Secure Trade lane relocation improvements at the World Trade Bridge LPOE.

The Parties acknowledge that the scope of the proposed donation will be further planned, developed, finalized, and agreed upon, in writing, before proceeding with project execution activities. Once the scope of the donation is finalized and agreed upon by the Parties, any

subsequent scope modification and its associated cost must be reviewed and approved by the Parties before taking effect.

The Parties agree to make a good faith effort to plan and develop the proposed donation within a reasonable timeframe and in accordance with the project roadmap, attached hereto as Exhibit B. The Parties will meet on a regular basis to review progress against the project roadmap, which may be updated, as needed, to account for schedule changes and new or deleted activities, milestones and deliverables. This MOU may be subject to termination should any Party fail to make a good faith effort to comport with the project roadmap or participate on a regular basis in the roadmap reviews.

IV. AUTHORITY

Subsections 559(a) and (f) of the *Consolidated Appropriations Act, 2014* (P.L. 113-76), as amended by subsection 552(a) of the *Department of Homeland Security Appropriations Act, 2015* (P.L. 114-4).

V. REFERENCE DOCUMENTS

The Parties acknowledge that all proposal planning and development activities must be carried out in compliance with all applicable laws, regulations, and technical and security standards. At a minimum, CBP and GSA have identified the following reference documents and authorities, as such documents and authorities may be revised from time to time by CBP, GSA or other entities within the Federal Government, as applicable:

- *Section 559 Donation Acceptance Authority: Proposal Evaluation Procedures & Criteria Framework (2014)*
- *CBP Land Port of Entry Design Standards* (current version)
- *CBP Security Policy and Procedures Handbook* (current version)
- *GSA Facilities Standards for the Public Buildings Service, PBS-P100* (current version)
- *GSA Project Estimating Requirements, PBS-P120* (issued January 2007)
- *GSA Design Excellence Policies and Procedures* (<http://www.gsa.gov/portal/content/103738>)
- *Homeland Security Presidential Directive (HSPD)-12*
- *Executive Order 11423*, as amended by Executive Order 13337, on Presidential permits
- *Executive Order 13693 - Planning for Federal Sustainability in the Next Decade*
- *National Environmental Policy Act (NEPA) of 1969*, as amended
- *National Historic Preservation Act (NHPA) of 1966*, as amended, specifically section 106, 54 U.S.C. § 306108.

CBP and GSA reserve the right to identify additional references as proposal planning and development progresses. In addition, the Parties acknowledge that all project execution activities

are subject to the laws, regulations, technical and security standards, and such other terms and conditions as will be set forth in the DAA.

VI. KEY POINTS OF CONTACT

The following table identifies the key points of contact responsible for proposal planning and development activities.

Role	POC Name	E-Mail	Phone
CBP Donations Acceptance Program Manager	Garrett Wright	garrett.d.wright@cbp.dhs.gov	202-344-2344
CBP Planning Lead	Michael Acosta	michael.p.acosta@cbp.dhs.gov	202-344-2656
GSA Planning Lead	Cecil Scroggins	cecil.scroggins@gsa.gov	817-978-4450
Donor Planning Lead	Yvette Limon	ylimon@ci.laredo.tx.us	956-236-3421

Any Party may change its designated point of contact by giving written notice to the other Parties.

The CBP and GSA Planning Leads will serve as the primary Federal Government points of contact with regard to proposal planning and development activities. For communication management purposes, the CBP Planning Lead will serve as the single point of contact between the Federal Government and Donor on all related correspondence. The CBP Donations Acceptance Program Manager will serve as the primary Federal Government point of contact with regard to the negotiation and execution of the MOU and any resulting DAA.

VII. FUNDING OBLIGATIONS

The funding obligations of the Parties relating to the proposed donation are set forth immediately below.

A. Proposal Planning and Development Phase:

- Donor is responsible for all its costs and expenses associated with proposal planning and development, including any studies reasonably required by the Federal Government, environmental and historic preservation analyses, and architectural drawings and engineering plans and specifications in accordance with CBP and GSA customary standards.
- GSA and CBP will only be responsible for their own internal administrative costs and expenses related to their involvement in the proposal planning and development process.

B. Project Execution Phase – In the event the Proposal Planning and Development phase results in a donation that is acceptable to CBP and GSA:

- Donor will be responsible for all costs and expenses related to the execution, construction and delivery of the donation, including construction management in accordance with CBP and GSA’s customary standards and the procurement and installation of end user furniture, fixtures, equipment, and technologies, all as will be described in greater detail in the DAA.
- GSA and CBP will only be responsible for their own internal administrative costs and expenses related to their involvement in the execution, construction and acceptance of the donation.

C. Post-Project Execution Phase:

- Upon project completion and acceptance by the Federal Government, Donor will be financially responsible for all additional operating rent expenses incurred by the Federal Government above the previous year’s baseline as a result of the donation. Operating rent expenses include recurring services, such as cleaning, maintenance and utilities, and non-recurring expenses, such as snow removal, repairs and alterations, and any other operating costs and expenses attributable to the donated property. Donor will be relieved of this obligation at such time as CBP has available appropriated funds and has allocated sufficient budgetary resources to cover the additional operating expenses related to the donation. The Parties anticipate that this will be no later than two years from the date the United States accepts the donation. The Parties acknowledge, however, that this MOU is not a commitment by the United States to future funding, staffing or other resources and nothing in this MOU may be construed or interpreted to obligate the United States to any current or future expenditure of funds in advance of, or in excess of, the availability of appropriations.

VIII. PROPOSAL PLANNING AND DEVELOPMENT

The Parties acknowledge that, as part of proposal planning and development, they will need to provide each other with confidential and sensitive information. To the extent Donor has provided and clearly marked proprietary information, CBP and GSA will consider whether such information can be legally safeguarded if subjected to a Freedom of Information Act request. In accordance with section 552.101 of the Texas Government Code, Donor agrees to maintain the confidentiality of information designated by the Federal Government as Sensitive But Unclassified (SBU), Controlled Unclassified Information (CUI) or For Official Use Only (FOUO) and will sign a Non-Disclosure Agreement (NDA) to that effect. If Donor receives a request for a documents related to this MOU from a party who is not a signatory to this MOU, Donor agrees to assert any and all applicable defenses, privileges, exceptions, and exemptions from disclosure under the Texas Public Information Act or any other law and to maintain the confidentiality of the information to the maximum extent permissible under law. Donor will immediately notify CBP and GSA of any such

request and will draft a response, in consultation and coordination with CBP and GSA, to submit to the Texas Attorney General within the 10 business days allowed under the Texas Public Information Act. The MOU must be executed by all the Parties and the NDA must be executed by any individual requesting access to SBU, CUI or FOUO information before proceeding with proposal planning and development activities. Once signed, the CBP and GSA Planning Leads will continue to coordinate with Donor to scope out and execute a planning study to determine the appropriate infrastructure and technology requirements at the World Trade Bridge LPOE.

Donor, in coordination with CBP and GSA, will be solely responsible for procuring, funding and completing the planning study in accordance with CBP and GSA's standards and requirements. All planning study outputs must be reviewed and approved by CBP and GSA before being considered final. If approved, Donor, in coordination with CBP and GSA, will use the study to further plan and develop the proposal into an executable project that fulfills CBP's operational needs at a mutually acceptable cost, schedule and risk. During planning and development, the Parties intend to consult, as appropriate, with relevant facility operators, property owners, State and local law enforcement, and other stakeholders that are or may be impacted by the project. To the extent any of these other entities require access to SBU, CUI or FOUO information, they, too, will be required to execute an NDA.

The project must comply with all applicable State and federal laws, regulations, standards, directives, and policies. Donor, with the Federal Government's cooperation, is responsible for preparing the necessary environmental and historic preservation documentation and providing timely comments and information, as necessary, to enable the Federal Government to comply with all applicable environmental and historic preservation laws.

To determine project execution readiness, CBP and GSA will require, at a minimum, a detailed Scope of Work, an up-to-date project cost estimate, an operation and maintenance agreement, a construction schedule, and documentation demonstrating that Donor has the capability and financial resources in place to proceed with project execution. Donor also may be requested to provide additional documentation, as determined necessary by CBP and GSA, including:

- Traffic studies;
- Planning study;
- Engineering study of projected energy and maintenance costs for facility as designed;
- Risk management plan; and
- Payment and performance bonds to ensure the facility is constructed and contractors and subcontractors are paid.

In addition, Donor must respond promptly to all requests for information from the Department of State or any other source in the event a new or amended Presidential permit is required.

IX. DONATION ACCEPTANCE AGREEMENT

If the Proposal Planning and Development phase results in a donation that is acceptable to CBP and GSA, the Parties must execute a DAA formalizing the terms and conditions under which CBP or GSA, or both, may accept the proposed donation.

The DAA will include an overview of the proposed donation and its intended use and all other terms and conditions associated with the transaction. The CBP Commissioner and the GSA Public Buildings Service Commissioner, or another agency official with the appropriate delegated authority, must execute the DAA before the donation can be accepted.

X. PROJECT EXECUTION

Donor may proceed with project execution only after the DAA has been executed, the Parties have satisfied all of the conditions precedent to the commencement of construction and GSA has issued a notice to proceed for the construction activity. The commencement conditions will be set forth in greater detail in the DAA and will include:

- CBP and GSA approval of Donor's construction documents and construction contract;
- Evidence of Donor's compliance with the insurance and bonding requirements;
- A site access or other similar agreement that is in full force and effect;
- Evidence of Donor's financing for all project costs and expenses and a determination by CBP and GSA that the project is in balance (that is, that the documented sources of funds, both debt and equity financing, or otherwise, are and remain sufficient and available as and when needed to cover all uses of funds related to the design and construction of the project);
- CBP and GSA approval of either Donor's (i) contract with a third-party independent construction manager or (ii) construction management representative to ensure proper execution and timely completion of the project and to certify that the construction meets all of the requirements of the project documents;
- Evidence that the payment and performance obligations relating to the construction of the project, including the payment of workers as required under the *Davis-Bacon Act* and the operation and maintenance of the donated property following acceptance by the Federal Government, are assured to CBP and GSA's satisfaction; and
- Evidence that any necessary governmental permits or approvals have been obtained and the project is in compliance with all applicable laws, regulations, code requirements and GSA energy requirements.

The decision whether to move forward with project execution is solely within the discretion of CBP and GSA.

Donor acknowledges that it will be required to coordinate project execution activities with CBP and GSA to ensure that operational disruptions, if any, are mitigated and managed appropriately.

CBP and GSA will have the right, but not the obligation, to review the prosecution of Donor's construction work and Donor will allow CBP and GSA, and their agents, access to the construction site and Donor's work for such reviews, provided such access and reviews do not unreasonably interfere with or unreasonably delay the performance of Donor's work. The exercise of such rights of review and access by CBP and GSA, and their agents, will not be construed as acceptance by CBP or GSA of all or any portion of Donor's work. The Parties agree to cooperate with each other to facilitate the satisfaction of their respective obligations under this MOU, the DAA and, if applicable, the Presidential permit.

During project execution, CBP and GSA will monitor and engage in the following reviews and activities:

- Issuance of site access or other similar agreement by GSA to Donor;
- Cooperative preparation of documents necessary to evidence compliance with NEPA and section 106 of NHPA;
- Inspection of construction quality and, if necessary, issuance of written field directives setting forth in reasonable detail alleged variances or violations and requesting that Donor take specified corrective action;
- Preparation of written punch list after substantial completion and coordination with Donor to complete all items identified in the punch list;
- Monitor closeout of the project punch list;
- Staff training for building operations and items covered by warranty;
- Review and approval of as-built documents; and
- Final inspection and acceptance.

Upon final acceptance by the Federal Government, Donor must furnish CBP and GSA, at a minimum, a one-year warranty for the donated property.

XI. SECURITY CONSIDERATIONS

Each employee, worker and supplier will be subject to a background investigation prior to being authorized to commence work on any aspect of the project at the discretion of CBP or GSA.

In addition, the dissemination of any construction documents for the donation must be tightly controlled in accordance with HSPD-12, as well as subject to an NDA, which Donor and all contractors and subcontractors associated with the project will be required to execute.

The project will incorporate and comply with all applicable changes and updates to security regulations and requirements as promulgated by the U.S. Department of Homeland Security.

XII. LIMITATIONS

The Parties acknowledge that this MOU is not a commitment to future funding, staffing or other resources, nor is it a commitment to proceed with project execution activities. Nothing in this MOU may be construed or interpreted to obligate the Federal Government to any current or future expenditure of funds in advance of, or in excess of, the availability of appropriations, nor does this MOU obligate the Federal Government to spend funds for any particular purpose, even if funds are available.

Nothing contained in this MOU is to be construed as a defense against any current or future statutory or regulatory requirement.

Nothing in this MOU is intended to conflict with current law, regulation, directive, or policy of CBP, GSA or any other agency of the United States. If any provision of this MOU is inconsistent with any such authority, then that provision is deemed to be invalid and subject to modification upon concurrence of the Parties and the remaining terms and conditions of this MOU will continue in full force and effect.

This MOU is not intended to and should not be construed to create any right or benefit, substantive or procedural, enforceable at law or in equity, by Donor or any third-party against the United States or any of its employees.

XIII. DISPUTE RESOLUTION

The Parties agree to make good faith efforts to resolve informally disputes that may arise during the Proposal Planning and Development phase and that affect the Parties' obligations and responsibilities under this MOU. To the extent that the Parties cannot resolve the dispute informally, the dispute will be directed to CBP's Office of Field Operations for consideration, in consultation with GSA, if applicable. If the Parties cannot reach agreement on an appropriate solution within 60 days of submitting the dispute to CBP's Office of Field Operations, the MOU may terminate at either Party's discretion and any further consideration of the proposal will cease and none of the Parties will thereafter have any further rights or liabilities under this MOU other than those that expressly survive termination of this MOU. The provisions in the MOU relating to the NDA and SBU, CUI or FOUO information will survive the termination of the MOU.

XIV. NOTICES

All notices and other communications arising under this MOU must be in writing and must be furnished by:

- Hand delivery;
- United States certified mail, postage prepaid, return receipt requested; or
- Nationally available overnight next business day courier, charges prepaid, signature of recipient required.

In each instance, if to CBP to the CPB Planning Lead, if to GSA to the GSA Planning Lead and, if to Donor to the Donor Planning Lead, at the addresses set forth immediately below. Any Party may change the notice address set forth below by serving five days' prior written notice upon the other Parties. Any such notice will be duly given upon the date it is delivered to the address (or, if delivery is refused, the date when delivery was first attempted) shown below.

CBP:

U.S. Customs and Border Protection
24000 Avila Road
Suite 5020
Laguna Niguel, CA 92677
Attn.: Michael Acosta

with a copy to:

U.S. Customs and Border Protection
90 K Street, N.E.
Washington, DC 20229
Attn.: Kirsten Spraker

GSA:

U.S. General Services Administration
Public Buildings Service (7PTA)
819 Taylor Street
Room 12A
Fort Worth, TX 76102
Attn.: Cecil Scroggins

with a copy to:

U.S. General Services Administration
Office of Regional Counsel
819 Taylor Street
Room 11A31
Fort Worth, TX 76102
Attn.: Regional Counsel

Donor:

City of Laredo
1110 Houston
P.O. Box 579
Laredo, TX 78042-0579
Attn.: Horacio A. De Leon, Jr., City Manager

with a copy to:

XV. MODIFICATION AND TERMINATION

This MOU may be modified or amended only by written, mutual agreement of the Parties. Any Party can initiate the amendment process by providing written notice describing the proposed amendment to the other Parties. During the ensuing 30-day period, the Parties will actively coordinate to try to reach a consensus on the proposed amendment.

Any Party may terminate its participation in this MOU with 30 days' prior written notice to the other Parties. In the event Donor has received any SBU, CUI or FOUO information from CBP or GSA pertaining to the proposed donation and the DAA is not executed for any reason, or the donation is not consummated pursuant to the DAA, Donor must promptly return all such materials. This provision survives termination of the MOU.

XVI. COUNTERPARTS

This MOU may be executed in counterparts, each of which will be deemed a duplicate original.

XVII. EFFECTIVE DATE

This MOU will become effective when all the Parties have signed it. The date this MOU is signed by the last Party to sign it (as indicated by the date stated opposite that Party's signature) will be deemed to be the effective date of this MOU. This MOU will remain in effect until it is terminated as provided in Article XV, above, or is superseded by the DAA (or other written agreement) between the Parties, if any.

[Remainder of page intentionally left blank.]

Signature page to follow.]

IN WITNESS WHEREOF, the Parties have executed this MOU on the dates noted below.

**FOR THE U.S. DEPARTMENT OF HOMELAND SECURITY,
U.S. CUSTOMS AND BORDER PROTECTION**

Christopher J. Sullivan
Director
Alternative Funding Program
U.S. Customs and Border Protection

Date: _____

FOR THE U.S. GENERAL SERVICES ADMINISTRATION

James L. Ferracci
Acting Regional Commissioner
Public Buildings Service
Greater Southwest Region

Date: _____

FOR THE DONOR

Horacio A. De Leon, Jr.
City Manager, City of Laredo

Date: _____



CITY OF LAREDO

Office of the City Manager

November 7, 2016

Garrett D. Wright
Branch Chief, Donations Acceptance Program
Office of Field Operations
U.S. Customs and Border Protection

Dear Mr. Wright:

On behalf of the City of Laredo, I am pleased to transmit the attached proposal for the World Trade Bridge FAST Lanes Relocation Project. This Project is an ideal candidate for the Donation Acceptance Program. It will allow the City to partner with CBP and GSA to eliminate a major bottleneck and thus significantly improve the efficiency of the Port of Entry. The Project is truly a 'win-win' proposition that benefits both the community and CBP.

Trade is the driver of Laredo's economy. The City and the private sector are developing sweeping plans to invest hundreds of millions of dollars in transportation improvements and the expansion of the logistical industry. These efforts can stimulate the further growth of trade that will inject billions of dollars into the local economy and create thousands of good jobs.

For these plans to achieve their full potential, it is essential that the World Trade Bridge's POE operate as efficiently as possible. Currently there are bottlenecks that create congestion and hamper throughput. The Project will relocate the FAST Lanes to an optimum site, eliminating a major bottleneck and giving FAST participants their own dedicated route through the POE. The impact will be immediate and dramatic: wait times for FAST traffic will plummet from 30 minutes to 5 minutes. The elimination of this bottleneck will benefit non-FAST vehicles as well.

The Project fully conforms with CBP's goal of combining technology, processes and infrastructure to allow CBP to move commercial traffic more efficiently and with greater security through a POE. By enhancing the FAST lane program at the World Trade Bridge, this Project directly supports CBP's most efficient and secure program at one of its busiest POEs.

The City is fully committed to this Project. The City Council has approved it in concept and has specifically endorsed the submittal of this proposal. We look forward to working with CBP as the Project moves forward through the approval phase and on to implementation.

Sincerely,


Jesús M. Olivares
City Manager

The World Trade Bridge FAST Lanes Relocation Project

Synopsis

Trade is the engine of economic growth for Laredo. In 2015, exports crossing over the Laredo bridges approached \$92 billion, while imports reached nearly \$113 billion. Between 2010 and 2015, the annual volume of outbound trucks crossing the World Trade Bridge soared 36%, to 1.73 million. Currently, close to 6,000 trucks now traverse the Bridge in each direction every weekday, often peaking above 6,500. Demand is forecast to grow in the 3-5% range per year.

The City of Laredo, in collaboration with the private sector, is undertaking a strategic and comprehensive initiative to capitalize on the potential for future growth afforded by the World Trade Bridge Port of Entry (POE). In support of this plan, the City is proposing the FAST Lanes Relocation Project. This high-impact project will eliminate a major bottleneck in the Port's operations and improve its efficiency. The impact of the relocation will be immediate and dramatic: wait times for FAST traffic could plummet from the 30-minute range to the 5-minute range. Since one-quarter of the trucks using the Port participate in the FAST program, the removal of the chokepoints where they commingle with non-FAST traffic will benefit those trucks as well.

The \$10.3 million Project will relocate the FAST lanes from their current location to an all-new site on the north side of the federal compound. This will allow FAST trucks a nearly 'straight shot' from the bridge into the new FAST inspection facility and onto the City streets and the Bob Bullock Loop (aka Interstate 69W). This new inspection area will include four primary inspection booths, a non-intrusive inspection (NII) area, two exit control booths and access to the current secondary inspection facilities and Hazmat area. This will be largely a 'turn-key' Project, delivered to U.S. Customs and Border Protection (CBP) and the General Services Administration (GSA) in such a condition as to allow the relocated FAST lanes to become fully operational immediately. The adverse impacts on current CBP operations will be minimal and limited to the construction phase.

The FAST Lanes Relocation Project embodies a truly a 'win-win' proposition for both the City and for CBP. While the Project will confer tangible economic benefits on the community, it also will constitute a major advance in CBP's efforts to convert the existing federal facility into a 'Model POE' for commercial traffic. This Project fits squarely into CBP's goal of combining technology, processes and infrastructure to allow CBP to move commercial traffic more efficiently and with greater security. When considering 'bang for the buck', it is hard to imagine a project that could benefit CBP more directly than one that supports FAST, its most efficient commercial program, at Laredo, one of its busiest commercial land ports of entry.

Donations Acceptance Program

The World Trade Bridge FAST Lanes Relocation Project

I. Proposal Background & Scope

The Need for the Project

The Laredo Customs District has eclipsed its Detroit counterpart to become the nation's top land customs district, with two-way trade totaling more than \$284 billion in 2015. Only the massive seaport complexes in Los Angeles and New York now exceed Laredo's market share of America's global trade. Laredo's strategic geographic location astride the U.S.-Mexico trade corridor has given it unparalleled advantages. As America recovered from the Great Recession of 2009, Laredo's trade maintained strong, steady growth. Even when Los Angeles, New York, Detroit and other leading customs districts suffered declines of 4% or more in 2015, Laredo stood out by achieving more than 1.6 % growth.

Within the Laredo Customs District, the vast majority of the trade passes through the City of Laredo. In 2015, exports crossing over the Laredo bridges approached \$92 billion, while imports reached nearly \$113 billion. Trade is the engine of economic growth for the local community. Laredo is the largest commercial port on America's southern border. It is the home to more than 150 trucking companies, more than 400 freight forwarders and more than 200 U.S. and 500 Mexican customs brokers. The logistic industry has more than 40 million square feet of warehousing and distribution facilities, and this is growing at the rate of 1 million square feet per year. Trade accounts for thousands of jobs for local workers, and it generates millions of dollars in local, state and federal taxes.

The World Trade Bridge is the lynchpin of Laredo's bridge system. Between 2010 and 2015, the annual volume of trucks crossing the Bridge outbound soared nearly 36%, from 1.27 million to 1.73 million. Approximately 6,000 trucks currently traverse the Bridge in each direction every weekday, often peaking above 6,500. The Bridge has become the centerpiece of U.S.-Mexico trade, and demand is forecast to continue to grow in the range of 3% to 5% per year.

The City of Laredo, in collaboration with the private sector, is undertaking a strategic and comprehensive initiative to capitalize on the potential for future growth afforded by the World Trade Bridge. It is developing a holistic plan to invest \$160 million to remove transportation bottlenecks and greatly improve and expand the roadways connecting the Bridge with the sprawling logistical facilities in the area and the I-35 corridor that serves as the main artery between Laredo and the rest of the nation. [Details of the transportation improvement plan are included as an Appendix in Section IV.] In a complementary track, the private sector plans

massive new investments of its own, including adding 20,000 acres of open land for new commercial and warehousing facilities linked to trade. Collectively these efforts will help push the rate of growth toward the high end of the predicted 3-5% range, and possibly even beyond. To fully understand the significance of these efforts, it is necessary to consider the scale of the trade through Laredo: even a 1% addition to the annual rate of growth translates into a billion dollars of new commercial activity every year, bringing with it the potential for thousands of new jobs.

Maximum success of the City's plan to stimulate growth and economic development is contingent on the efficiency of the World Trade Bridge. There is a strong correlation between the efficiency of the Port and the growth of trade. It is axiomatic that, for shippers, time is money. If the Port moves traffic quickly with minimal wait times, it becomes more profitable for shippers to make use of it. Conversely, if the Port is congested and trucks must wait extended periods in long queues, it becomes less profitable and shippers will look for less costly options. Thus, to the extent that the Port can become more efficient, improving the level of service and lowering wait times, it can contribute to the City's effort to promote growth. To fully reap the economic opportunities presented by the Bridge, the City is aggressively exploring both short-term and long-term options to enhance operations at the Port, including an eventual major expansion of the Bridge itself.

The Donation Acceptance Program (DAP) offers the perfect mechanism for the City to partner with U.S. Customs and Border Protection (CBP) and with the General Services Administration (GSA) to improve the efficiency of the Port. The FAST Lanes Relocation Project that the City is herein proposing is a high-impact project that will eliminate major bottlenecks in Port operations.

Free and Secure Trade (FAST) is a central element of CBP's trusted traveler/trusted shipper program. FAST promises expedited processing for commercial carriers who have completed background checks and fulfilled eligibility requirements. Unfortunately, the current layout of the FAST lanes at the Port prevents CBP from being fully able to deliver on this promise. While FAST trucks are provided a dedicated lane across the Bridge and dedicated primary inspection booths, these trucks must merge with the non-FAST trucks to approach the primary booths and to exit the federal facility. This design creates major chokepoints that significantly impede the flow of FAST trucks, and thus significantly reduce the benefits of the FAST program for current and potential participants. Moreover, the current layout also impedes the flow of the non-FAST traffic.

The City proposes to relocate the FAST lanes to an optimal location that would alleviate these bottlenecks. The new location would relieve congestion and significantly facilitate the throughput of both FAST and non-FAST traffic at the Port. The impact of this relocation will be

immediate and dramatic: wait times for FAST traffic could plummet from the current 30-minute range to the 5-minute range. Since roughly one-quarter of the trucks using the Port participate in the FAST program, the removal of the chokepoints where they currently commingle with the non-FAST traffic will benefit non-FAST trucks as well.

The FAST Lanes Relocation Project will deliver an improved level of service at the Port that will substantially augment the effort by the City and the private sector to draw additional traffic to the World Trade Bridge. If the Project is not implemented, the current bottlenecks within the Port will continue to hamper CBP operations and impede the flow of traffic. The continuing congestion within the Port will significantly diminish community efforts to grow commerce.

The FAST Lanes Relocation Project embodies a truly a 'win-win' proposition for both the City and for CBP. While the Project will confer tangible economic benefits on the community, it also will constitute a major advance in CBP's efforts to convert the existing federal facility into a 'Model POE' for commercial traffic. The Project fits squarely into CBP's Resource Optimization Strategy and its goal of combining technology, processes and infrastructure to allow CBP to move commercial traffic more efficiently and with greater security through a POE. The Project optimizes the use of technology both to avoid backups and to enhance law enforcement activities while it moves low-risk traffic through the Port more quickly. This Project will create incentives for additional shippers to enroll in the FAST Program to take advantage of the truly expedited processing that will result. Thus, one tangible result will be to shift additional traffic into the low-risk category that can be processed more efficiently.

Since the City will be donating the Project to CBP, CBP's start-up and out-year costs will be minimal. With or without the Project, demand at the Port will continue to grow, and CBP will be compelled to expend additional resources to keep pace. The Project will not only immediately improve the level of service and throughput at the Port, it will assist CBP in coping with future growth. Indeed, when considering 'bang for the buck', it is hard to imagine a project that could benefit CBP more directly than one that supports FAST, its most efficient commercial program, at Laredo's World Trade Bridge, one of its busiest commercial land ports of entry.

Description of the Project

The fundamental goal of the FAST Lanes Relocation Project is to significantly improve the efficiency of the Port. The Project will eliminate major bottlenecks in current operations and thereby reduce congestion and wait times. It will give FAST trucks their own dedicated facility from the point of entry to the point of egress of the Port. The Project focuses on benefiting FAST traffic, but it will also directly benefit non-FAST traffic as well. As roughly one-fourth of the trucks crossing the bridge participate in the FAST Program, removing this traffic from the

regular non-FAST lanes will also relieve congestion for this traffic. It is conceivable that empty trucks might also utilize the relocated FAST lanes facility, given its capacity to quickly process traffic; this would alleviate congestion in the non-FAST lanes even further. Overall the FAST Lanes Relocation Project will result in a marked improvement in the throughput of the Port. The enhanced operational efficiency and level of service will facilitate processing of the growing volume of traffic at the Port, and it will serve as an important stimulus for growth.

The Project will relocate the FAST lanes from their current location to an all-new site on the north side of the federal compound. This new location, south of and adjacent to the existing outbound lanes, will allow FAST trucks a nearly 'straight shot' from the bridge into the new FAST inspection facility and onto the City streets and the Bob Bullock Loop (also known as Interstate 69W) after being inspected. This Project will completely eliminate the current congestion where FAST trucks must comingle with non-FAST traffic.

The Project includes the construction of a new roadway connecting the single FAST lane on the bridge to four new primary inspection booths (expandable to six). These new booths will be aligned with the existing City toll booths for outbound traffic. The new primary inspection area will include booths, canopy and all necessary technology, such as Radiation Portal Monitors. Following the primary inspection area, the roadway will then merge to two lanes leading to two new exit control booths. After the exit control booths, the roadway will reduce to a single lane to merge onto the Bob Bullock Loop.

The Project will provide for further inspection of selected trucks by both Non-Intrusive Inspection (NII) technology and physical secondary inspection. It will allow access from the primary inspection area to a new NII site to be constructed south of the new FAST lanes. This site for NII will have a fabric canopy and queuing space for two trucks. The Project envisions using a mobile NII device. The Project will also include construction of a new connection roadway to the existing secondary compound for any trucks that require additional inspection. All trucks using the FAST lanes will be restricted to carrying the driver only. New security fencing will be installed between the FAST inspection area and the existing pedestrian sidewalk. The project will continue to provide access to the HazMat area, the dog kennel, the pedestrian processing area and the employee parking lot. A signaled crossing will be constructed to facilitate safe access to these areas from the existing roadway to the north of the relocated FAST lanes.

The City envisions this to be largely a 'turn-key' Project, such that the relocated FAST lanes are fully operational upon delivery to CBP. The donation will include furniture, fixtures and equipment, such as computers, phones, security cameras, etc. In all aspects, the facility improvements donated to CBP and GSA pursuant to this Project will meet the CBP and GSA design guides and standards at the time of design. The City is prepared to engage with CBP and

GSA regarding the procurement of the specialized Non-Intrusive Inspection equipment that is unique to CBP operations.

The design and engineering costs are estimated to be \$1.7 million, and the construction costs are estimated to be \$8.6 million, for a total cost for the Project of \$10.3 million. The City has the funds readily available in the Bridge System Fund. This project does not require any change to the current tolling strategy for the Bridge.

Finally, the Project includes one component that, unlike all other aspects, will not be donated to CBP or GSA. The City will install two weigh-in-motion (WIM) scales immediately prior to the exit control booths. These WIM scales are essential to the City's efforts to effectively enforce weight limits on commercial vehicles, and there is no suitable location for them outside the facility. Since the WIM scales do not directly support the missions of CBP or GSA, the City will retain ownership and will assume all responsibility for their maintenance and ensure that maintenance does not hamper CBP operations. The City will work with GSA and CBP to obtain necessary approvals, permits and/or licenses for the WIM scales.

II. Operational Implications

Operational Impact

The Project will pose no significant adverse impact to existing CBP operations. There will be limited temporary impacts during the construction phase. The City will collaborate with CBP and make every effort to reduce temporary impacts. One potential issue is the possibility that the improved throughput of the Port will exacerbate congestion at the egress of the Port and along the Bob Bullock Loop east to Interstate 35, causing trucks to be backed up into the Port. The transportation improvement plan in development by the City specifically addresses this issue. [Details of the transportation improvement plan are included as an Appendix in Section IV.]

Operational Benefits

The Project will yield significant operational benefits to CBP. It will greatly improve the flow of traffic through the Port by relieving the bottlenecks where FAST trucks must currently comingle with non-FAST traffic. The reduction in border-wait time for FAST trucks from the current 30 minutes to as few as 5 minutes will be of great value to CBP's operations. The resulting improvement in the flow of non-FAST traffic will be an additional bonus for CBP.

In addition to supporting CBP's '*trade facilitation*' mission, the Project will also enhance CBP's '*security*' mission by encouraging greater participation in the FAST program, as it will provide FAST participants with their own dedicated and much more efficient facility.

Funding Strategy

The Project will result in minimal costs for CBP. The City commits to covering construction and start-up costs.

The City anticipates that CBP will incur little or no additional costs for staffing, as it can simply transfer staff from the existing FAST lanes to the relocated FAST lanes.

The City is aware of CBP's and GSA's budgetary realities and is prepared to engage CBP and GSA regarding out-year operations and maintenance costs. It is fully committed to ensuring that the relocated FAST lanes facility be properly maintained.

The City is also prepared to engage CBP regarding the Non-Intrusive Inspection devices for the Project. The City is hopeful that CBP could employ existing mobile NII equipment for the FAST lanes.

Health & Safety Requirements

The Project will have no adverse effect on CBP employee or public health. There be virtually no affect on either during the construction phase, as the new FAST lanes will be built on largely undeveloped land within the federal compound.

Once completed and operational, the Project will alleviate congestion at the Port significantly, thus reducing the generation of air pollution. This will benefit the health of CBP and other agency employees at the Port. The reduction in air pollution will have a positive impact on public health in the community.

The Project will confer benefits to CBP employee mental health. By easing the flow of traffic through the non-FAST lanes at the Port, the Project will help relieve stress on employees that is the result of the pressure to cope with the heavy congestion at the Port.

Finally, the Project will enhance CBP employee safety by eliminating the need for staff to physically interact with the merging of FAST trucks and the non-FAST traffic in the general travel lanes.

Economic & Community Benefits

The Project will bestow significant economic benefits on the community, and on the nation. As noted in Section I, approximately \$100 billion of goods annually cross into the United States over the World Trade Bridge. If the Project, combined with the other pro-growth efforts being undertaken by the City and the private sector, were to achieve even a 1% annual increase in trade, that would amount to an additional \$1 billion per year. Compounded over a 10-year period, this would represent an annual \$10 billion increase in trade over the Bridge. The

benefits to both Laredo and to the nation are clear: thousands of additional jobs created, millions of additional dollars injected into the economy, and millions of additional dollars of tax revenues generated that can be spent on behalf of the community.

Community Support

The Project enjoys widespread support from the trade community and other key stakeholders. [Letters of support are included in Section IV.]

Other Agency Support for Operations

The Project will not have adverse impact on other agencies.

The Federal Motor Carriers Safety Administration (FMCSA) will have FAST lane operations affected by the Project in the sense that the lanes are relocated to the new site. The Project design will ensure that FMCSA retains ability to direct selected vehicles from the FAST lanes into the secondary compound for further inspection. FMCSA has been notified of the Project and expressed no opposition.

Project Duration & Timelines:

The delivery of the Project is anticipated to require 21 months from the conclusion of the Donation Acceptance Agreement to completion. Timelines for each phase of the Project include:

- 6 months for the design phase
- 3 months for the procurement phase
- 12 months for the construction phase

Delivery of the Project will not pose any significant impact on current CBP operations. The transportation improvement plan under development by the City and TXDOT specifically addresses the bottlenecks at the egress from the Port and along the Bob Bullock Loop to Interstate 35, thus ensuring that the Project will not pose any significant impact on CBP future operations. As the FAST lanes will be relocated to a largely unused section of the federal compound, even the temporary impact during the construction phase will be minor.

III. Technical Implications

Financial Feasibility

The City contracted with highly experienced engineering firm Structural Engineering Associates, Inc. (SEA) to develop the cost estimates for the planning, design and construction of the Project. The City Council has approved the project in principle as well this DAP submission in particular.

It has committed the City to assume project costs. The funds will be drawn from the Bridge System Fund and will be readily available when needed.

Legal Implications

The Project poses no potentially adverse downstream liabilities. With regard to the WIM scales component of the Project that is not included in the donation, Texas legislation (HB 2861 of 2015) specifically authorizes the City to collect fees for overweight trucks.

Real Estate Implications

The Project will be constructed on GSA and City owned property. The City and SEA will obtain all necessary licenses and permits from GSA, including those for surveying and geotechnical studies.

Environmental & Cultural Resource Implications

The Project will pose no adverse environmental or cultural impacts. It will have environmental benefits derived from easing congestion and thus reducing air pollution. As the Project will relocate an existing component of the Port to a new location (as opposed to creating a new function or capability) and will be constructed on GSA property within the existing federal compound, it will likely be eligible for a categorical exclusion.

Technical Feasibility

The Project is technically feasible. It will utilize off-the-shelf technology, including equipment of the type already employed by CBP. All aspects of the Project will be completely compatible with CBP's existing equipment and technologies and its established securities and protocols.

Planning Implications

The Project is totally consistent with CBP's out-year investment priorities. Furthermore, there are no projects under consideration that would conflict with the Project. As noted in Section I, the Project will greatly advance CBP's efforts to modernize and increase the efficiency of the Port. The relocation of the FAST lanes comports precisely with CBP's guiding philosophy of combining technology, processes and infrastructure to allow CBP to move commercial traffic more efficiently and with greater security through a port. The Project will immediately allow CBP to significantly increase the throughput of the port. This increase in efficiency will allow CBP to utilize its existing resources more effectively. Over the longer term, the Project will encourage enrollment in the FAST Program, moving additional traffic into the low-risk category where it can be processed more efficiently. The Project thus will not only immediately improve the level of service and throughput at the Port, it will assist CBP in coping with future growth.

The City is prepared to engage CBP and GSA with regard to sustaining the Project following implementation.

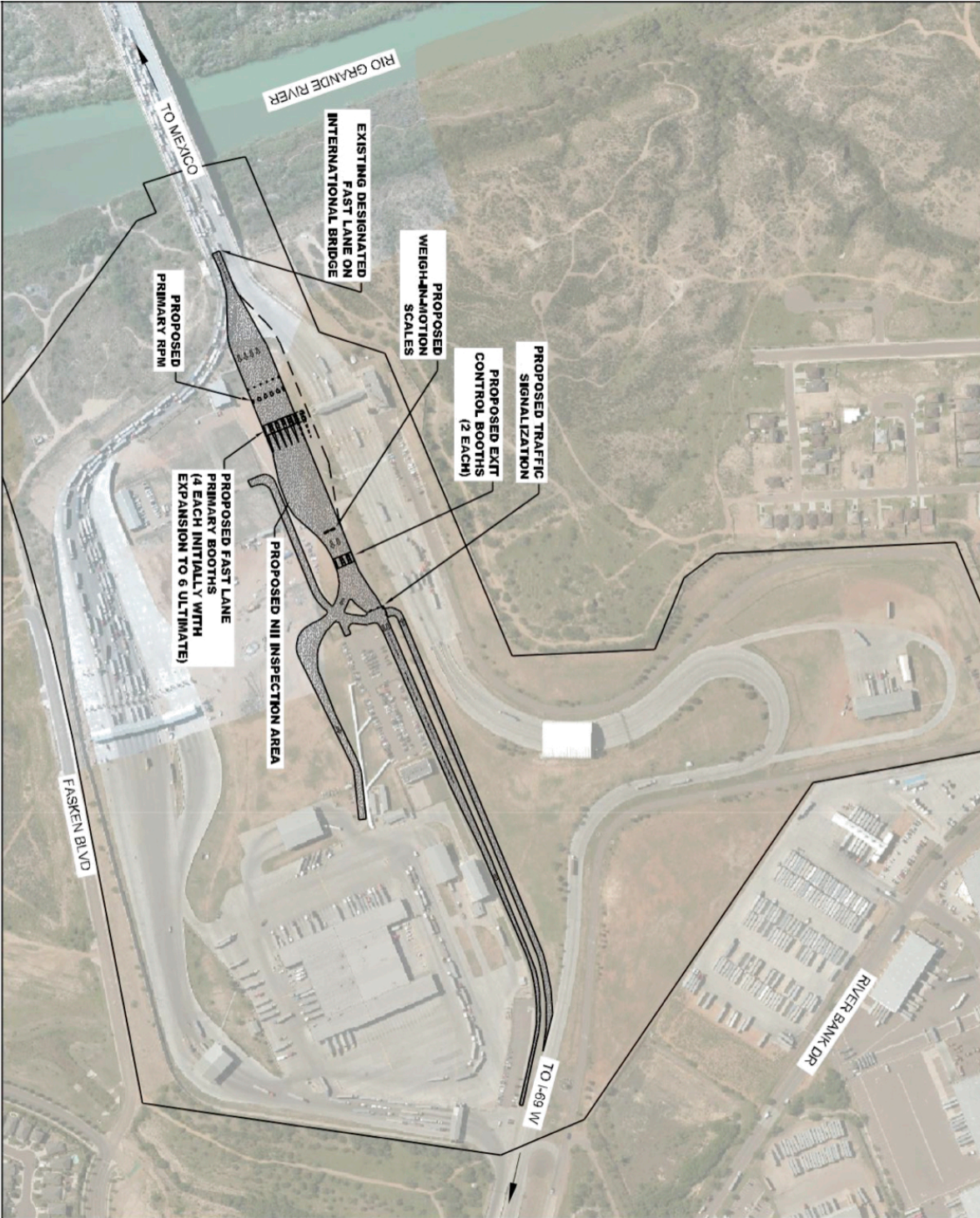
Proposal Support

The Project has broad support at the multiple levels of government, including the City's sponsorship and the endorsement by the Laredo Metropolitan Planning Organization and the Webb County-City of Laredo Regional Mobility Authority. TxDOT is working closely with the City on developing a transportation solution to the congestion exiting the Port. Among federal agencies, in addition to FMCSA, the Department of State and the Federal Highway Administration have been notified of the Project and expressed no opposition. Congressman Cuellar has voiced strong support for the City's efforts to improve commerce through the World Trade Bridge. [Letters of support are included in Section IV.]

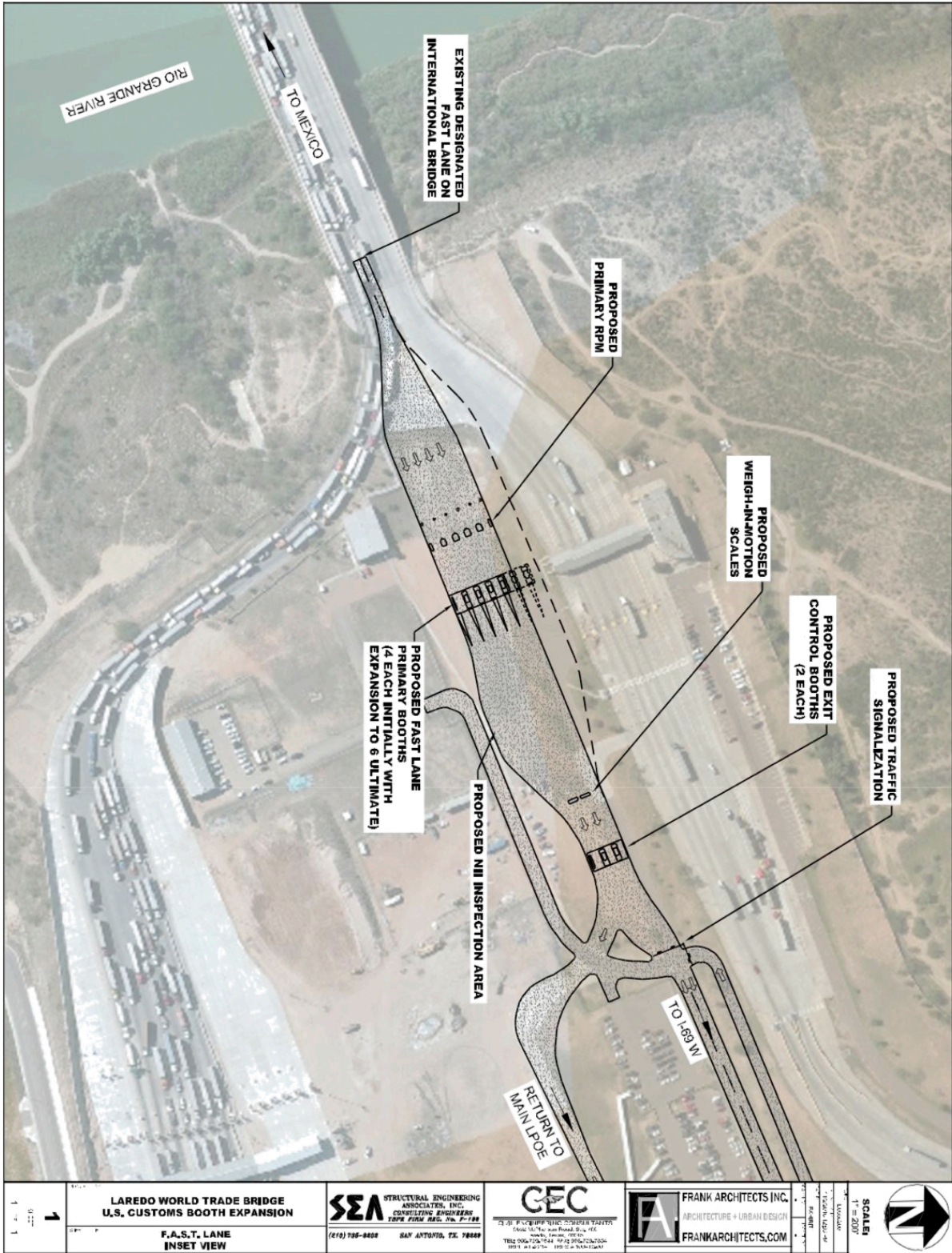
On the Mexican side, the Secretariat of Foreign Relations has noted that the Project is consistent with Mexico's efforts to facilitate the movement of commercial traffic across the border. The Governor-elect of Tamaulipas has offered his support.

IV. Appendices/Exhibits

1. Schematics of the World Trade Bridge FAST Lanes Relocation Project



<p>1</p>	<p>LAREDO WORLD TRADE BRIDGE U.S. CUSTOMS BOOTH EXPANSION</p>	<p>SEA STRUCTURAL ENGINEERING ASSOCIATES, INC. CONSULTING ENGINEERS TRUCK FIRM REG. NO. P-7788 (616) 786-8808 SAN ANTONIO, TX 78209</p>	<p>CEC CIVIL ENGINEERING CONSULTANTS 3615 FIFTH AVE., SUITE 102 LAREDO, TEXAS 77901 TEL: 956-725-7344 FAX: 956-725-7104 WWW.CEC-INC.COM</p>	<p>FRANK ARCHITECTS INC. ARCHITECTURE - URBAN DESIGN FRANKARCHITECTS.COM</p>	<p>SCALE 1" = 400'</p>	
	<p>F.A.S.T. LANE SCHEMATIC LAYOUT</p>					



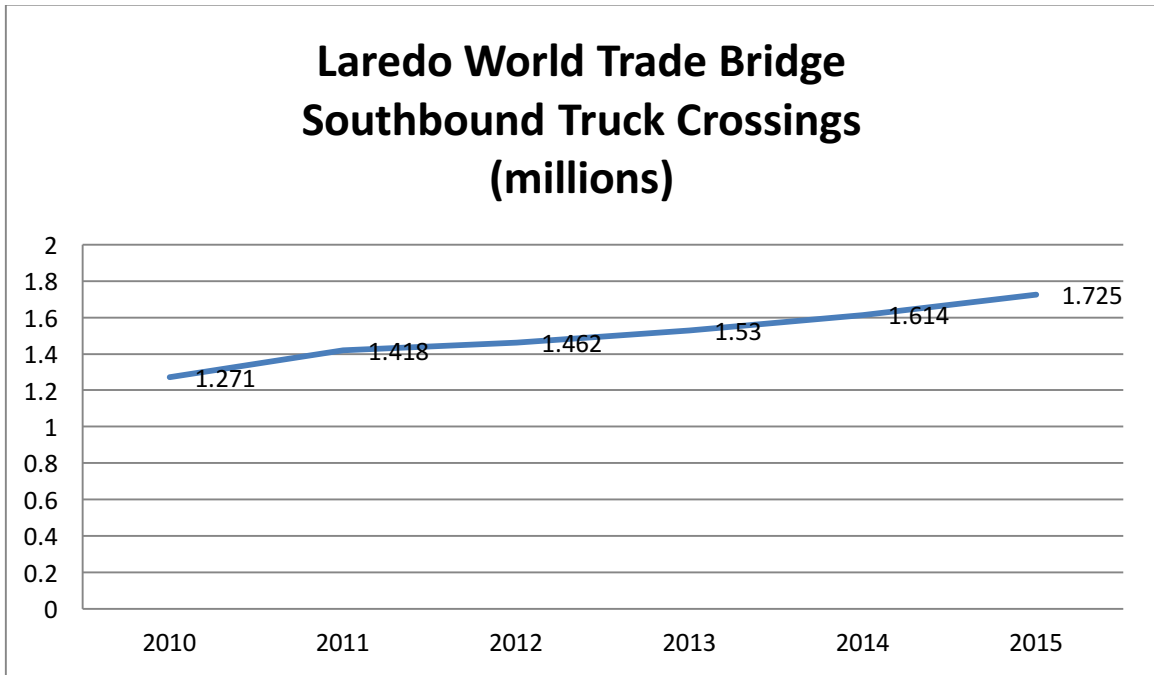
<p>1</p>	<p>LAREDO WORLD TRADE BRIDGE U.S. CUSTOMS BOOTH EXPANSION</p> <p>F.A.S.T. LANE INSET VIEW</p>	<p>SEA STRUCTURAL ENGINEERING ASSOCIATES, INC. CONSULTING ENGINEERS TRUST FIRM REG. NO. P-1788 (512) 798-8888 SAN ANTONIO, TX 78249</p>	<p>GEC 2101 P. O. BOX 11000 SAN ANTONIO, TX 78281 TEL: 512.349.1100 FAX: 512.349.1101 WWW.GEC-INC.COM</p>	<p>FRANK ARCHITECTS INC. ARCHITECTURE + URBAN DESIGN FRANKARCHITECTS.COM</p>	<p>SCALE: 1" = 200'</p>	
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2. Photograph of the World Trade Bridge



The World Trade Bridge as seen from 'Inspiration Point' at the entrance to the Port of Entry. FAST trucks would have a direct approach from the dedicated FAST lane in the center of the Bridge to the proposed site for the relocated FAST lanes.

3. Graph of Laredo World Trade Bridge Truck Crossings



Source: City of Laredo

Between 2010 and 2015, the annual volume of truck traffic across the World Trade Bridge soared nearly 36%, from 1.27 million to 1.73 million. This constituted an average yearly rate of growth of more than 6%. This strong growth continued into 2016.

4. Description of the City of Laredo's Transportation Improvement Plans

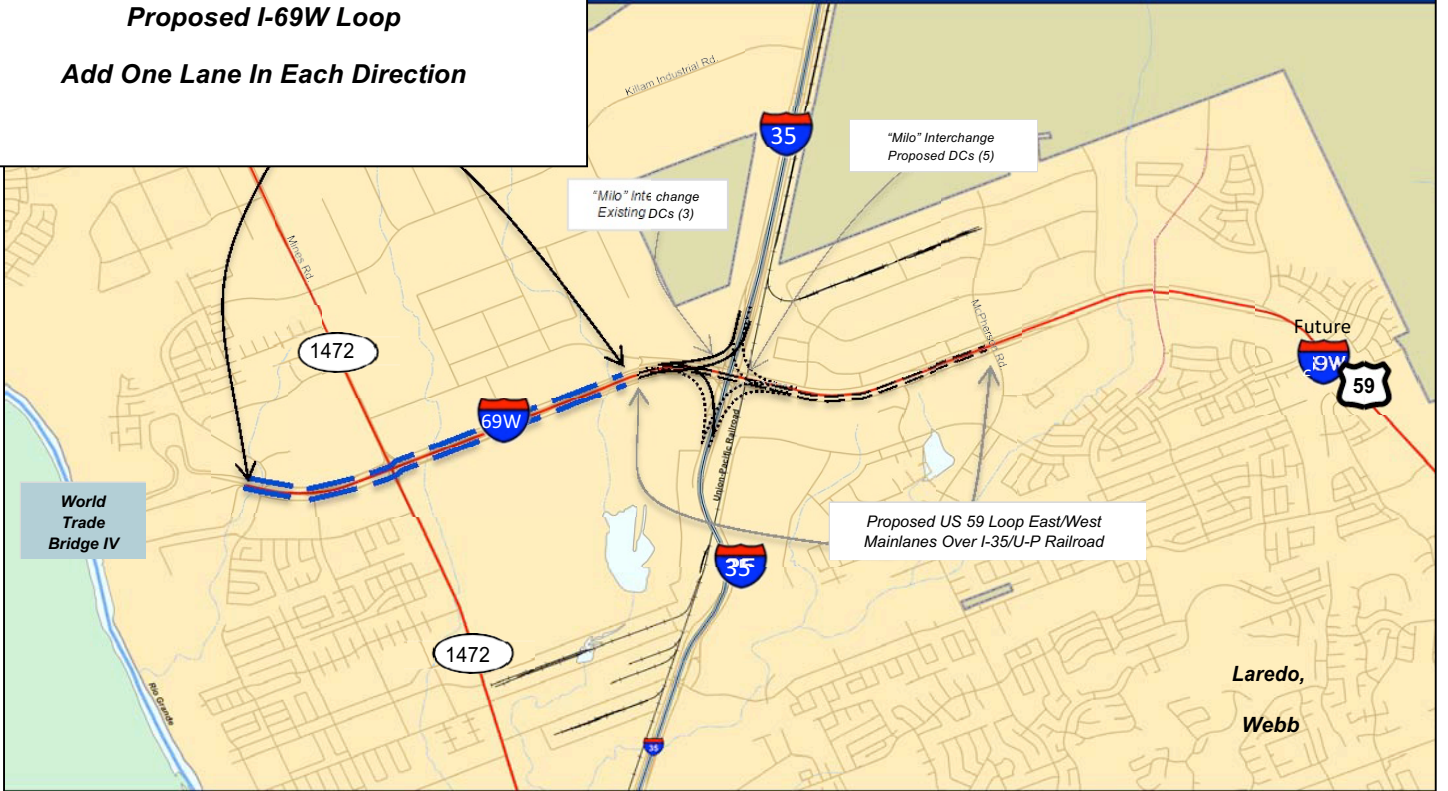
The City of Laredo recognizes the congestion issues that plague the World Trade Bridge. The exit lanes from the Port empty directly onto the Bob Bullock Loop (also known as I-69W). Bottlenecks regularly occur between the Port exit and I-69W which results in truck back-ups into the exit booth lanes and onto the bridge span. This congestion occurs, in large part, because of the close proximity to the Port of the exit ramp from I-69W onto Mines Road (FM 1472), as all traffic exiting the Port must head in an easterly direction along I-69W. A large number of the trucks exiting the Port are traveling to Mines Road and thus utilize the Mines Road exit ramp to access Mines Road.

The City of Laredo is developing short-, mid- and long-range plans to resolve this situation. The Mines Road exit ramp is only about .3 miles from the Port exit, and this is where the congestion begins. The City has developed, as a short-range solution, a process which is triggered by U.S. Customs and Border Protection (CBP). When CBP perceives the potential for truck traffic congestion within the Port, it advises the City which in turn closes the Mines Road exit ramp and requires all truck traffic to continue east along I-69W to the next exit ramp, which is 1.4 miles from the Port exit. The traffic can exit and proceed along the frontage road to the I-69W-I-35 interchange. The traffic then may continue east or take a continuous flow turnaround back to the west and utilize either the frontage road or one of the exit ramps off of I-69W (westbound) to access the Mines Road area. In the short term the City is utilizing a strategy which provides over a mile of additional queuing space off of the Port and a realistic and feasible route to enhance mobility in the area.

As its mid-range plan, the City is, in conjunction with Webb County, the Webb County-City of Laredo Regional Mobility Authority, the Laredo Metropolitan Planning Organization and the Texas Department of Transportation, submitting a FASTLANE grant to the U.S. Department of Transportation. The \$160 million dollar project will add a third travel lane to I-69W, complete the I-69W connection over I-35 at the I-69W-I-35 interchange and add five direct connectors to the interchange. These improvements will greatly improve throughput from the Port.

As its long-range plan, the City is assessing the feasibility of constructing a cloverleaf system at the intersection of I-69W and Mines Road. This proposition will require additional right-of-way, environmental studies and engineering to create an unimpeded continuous flow route from the POE exit to the Mines Road area.

Proposed I-69W Loop
Add One Lane In Each Direction



World Trade Bridge IV

1472

1472

"Milo" Interchange Proposed DCs (5)

"Milo" Inte change Existing DCs (3)

Proposed US 59 Loop East/West Mainlanes Over I-35/U-P Railroad

Future I-69W 59

Laredo, Webb



Texas Department of Transportation
Laredo District



5. Letters of Support

COMMITTEE ON APPROPRIATIONS
SUBCOMMITTEES:
HOMELAND SECURITY
TRANSPORTATION, HOUSING
AND URBAN DEVELOPMENT,
AND RELATED AGENCIES

WASHINGTON OFFICE
2209 RAYBURN HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
PHONE: (202) 225-1640
FAX: (202) 225-1641

cuellar.house.gov
TOLL FREE: 1-877-780-0028

DEMOCRATIC STEERING AND
POLICY COMMITTEE
SENIOR WHIP

HENRY CUELLAR, PH.D.
U.S. HOUSE OF REPRESENTATIVES
November 7, 2016

Garrett D. Wright
Branch Chief, Donations Acceptance Program
Office of Field Operations
U.S. Customs and Border Protection

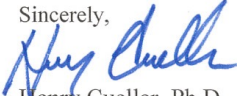
Dear Branch Chief Wright:

I am writing to you in strong support of the City of Laredo's World Trade Bridge FAST Lanes Relocation Project application to the U.S. Customs and Border Protection's 559 Donation Acceptance Program. Two of the City of Laredo's four international bridges process 66 percent of all commercial trucks that cross between Mexico and the U.S., almost four million trucks annually. Together, these bridges account for nearly \$200 billion in trade that flows through the Laredo Customs District, the third largest customs district in the nation and the largest inland port.

Integral to these bridges is CBP's Free and Secure Trade (FAST) Program, which offers expedited processing for commercial carriers who have completed background checks and fulfilled eligibility requirements. Currently, the layout of these FAST lanes at the World Trade Bridge impedes the flow of traffic, creating congestion. As a consequence, the typical wait time for FAST traffic, which is roughly one-quarter of the commercial trucks using Laredo's Port of Entry, is approximately 30 minutes.

This project will relocate the FAST lanes so that FAST trucks have a nearly 'straight shot' from each bridge to the exit from the Port of Entry. Relocating the FAST lanes would eliminate the existing bottlenecks and reduce wait times to only five minutes, benefitting non-FAST traffic as well. This will ensure efficient trade between the U.S. and Mexico, benefit Laredo's local economy, and help grow the economies of both countries. This project will also enable the State of Texas and the country as a whole to keep pace with the demands of a business environment that is increasingly dependent upon international trade.

I strongly support City of Laredo's World Trade Bridge FAST Lanes Relocation Project application, and I would appreciate the Department's full consideration of the proposal. If you have any questions or I may be of any assistance, please contact my office at (202) 225-1640.

Sincerely,

Henry Cuellar, Ph.D.
U.S. Congressman
28th District of Texas

HC: js

LAREDO
602 EAST CALTON ROAD
SUITE 2
LAREDO, TX 78041
PHONE: (956) 725-0639
FAX: (956) 725-2647

SAN ANTONIO
615 EAST HOUSTON STREET
SUITE 563
SAN ANTONIO, TX 78205
PHONE: (210) 271-2851
FAX: (210) 277-6671

MISSION
117 EAST TOM LANDRY STREET
MISSION, TX 78572
PHONE: (956) 424-3942
FAX: (956) 424-3936

RIO GRANDE CITY
100 NORTH F.M. 3167
SUITE 308
RIO GRANDE CITY, TX 78852
PHONE: (956) 487-5603
FAX: (956) 488-0952



1817 BOB BULLOCK LOOP, LAREDO, TEXAS 78043-9770 | 956.712.7400 | WWW.TXDOT.GOV

November 7, 2016

Garrett D. Wright
Branch Chief, Donations Acceptance Program
Office of Field Operations
U.S. Customs and Border Protection
P.O. Box 3130
Laredo, Texas 78044-3130

Re: World Trade Bridge FAST Lanes Relocation Project

Dear Mr. Wright:

Please accept this letter as support from the Texas Department of Transportation Laredo District for the World Trade Bridge FAST Lanes Relocation Project. This project is ideally suited for the Donations Acceptance Program sponsored by U.S. Customs and Border Protection and the General Services Administration. The project will raise the level of service at the Port of Entry by eliminating bottlenecks that create congestion and impede throughput. It will reduce wait times significantly; trucks participating in the FAST program will see a decrease from 30 minutes to 5 minutes. This project is an important component of the efforts of the City and the private sector to stimulate the growth of trade and thereby promote prosperity for the community. Additionally, this project ties into the ongoing I-69 and I-35 Corridors and the department feels it will greatly enhance the mobility of cross border traffic into the United States.

I appreciate your time and efforts on this matter. If you should have any question or concerns, please feel free to contact me at 956-712-7402.

Sincerely,

Pedro R. Alvarez, P.E.
Laredo District Engineer

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer

*Webb County-City of Laredo Regional Mobility Authority
7917 McPherson Road – Suite 203
Laredo, Texas 78045
956-723-9841*

November 4, 2016

Garrett D. Wright
Branch Chief, Donations Acceptance Program
Office of Field Operations
U.S. Customs and Border Protection

Dear Mr. Wright,

I write to express my strong support for the City of Laredo's World Trade Bridge FAST Lanes Relocation Project. I appreciate your attention to my correspondence.

The proposed project will reduce wait times significantly – with a decrease to as little as 5 minutes from the average 30 minutes – promoting a healthy flow of the traffic and goods that stimulate the growth of trade and prosperity for our community. In addition, the relocation of the FAST Lanes will greatly benefit those using non-FAST Lanes by eliminating bottlenecks that create congestion. The project is ideally suited for the Donations Acceptance Program sponsored by U.S. Customs and Border Protection and the General Services Administration.

The Webb County - City of Laredo Regional Mobility Authority (WC-CL RMA) was established to assist the region develop a comprehensive transportation system to benefit the traveling public and provide for additional transportation alternatives and efficient and safe movement of goods between countries. This project aligns with that goal and also complements other projects the RMA is assisting the City with; namely, converting Loop 20 to Interstate Standards and future I-69 corridor. This corridor will accept and expedite a great deal of truck traffic resulting from the benefits of this project.

Nationally, the Laredo Ports of Entry are ranked the #1 for inland border truck crossings/entry and #2 for truck crossings/entry of loaded truck containers (USDOT, Bureau of Transportation Statistics, September 2015) supporting the economic benefits of North American Free Trade Agreement (NAFTA). Commercial traffic along the U.S./Mexico border in Laredo, TX primarily utilizes the World Trade Bridge. Relocating the FAST lanes will provide for increased capacity of commercial traffic through this important trade corridor. When completed, this project will continue to support and further expand the economic benefits of NAFTA and other commerce opportunities across this region and the United States. In addition, completion of this project will increase the mobility and safety of the general traveling public.

Again, I want to express my support of this regionally and nationally important project. Thank you for your attention to my correspondence.

Sincerely,



Ruben Soto, Jr. CPA, Chairman
Webb County – City of Laredo Regional Mobility Authority

**Laredo Urban Transportation Study
Metropolitan Planning Organization Policy Committee**

MPO RESOLUTION 2016-13

**SUPPORTING THE CITY OF LAREDO'S FAST LANES RELOCATON PROJECT AT
WORLD TRADE BRIDGE AND THE SECTION 559 DONATIONS ACCEPTANCE
PROPOSAL TO CUSTOMS AND BORDER PROTECTION (CBP) AND THE U.S.
GENERAL SERVICES ADMINISTRATION (GSA)**

WHEREAS, the Laredo Urban Transportation Study Metropolitan Planning Organization (hereinafter referred to as the "Laredo MPO") is charged with coordinating and programming development and funding for on and off system road projects; and

WHEREAS, CBP's Free and Secure Trade (FAST) Program is designed to offer expedited processing for commercial carriers who have completed background checks and fulfilled certain eligibility requirements; and

WHEREAS, the current layout of the FAST lanes creates bottlenecks that impede the flow of FAST trucks at World Trade Bridge Port of Entry (POE); and

WHEREAS, the City's project will relocate the FAST lanes so that FAST trucks, which represent roughly one-quarter of the trucks using the POE, have a nearly 'straight shot' from the Bridge to the egress of the POE; and

WHEREAS, the implementation of the City's project will be immediate and dramatic in reducing wait times for FAST traffic from the current 30-minute range to the 5-minute range; and.

WHEREAS, the Project will greatly benefit non-FAST traffic as well by reducing congestion at the bridge; and

WHEREAS, the Project is ideally suited for the Section 559 Donations Acceptance Program sponsored by U.S. Customs and Border Protection and the General Services Administration; and

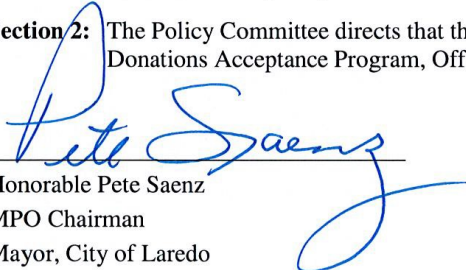
WHEREAS, the Project will raise the level of service at the Port of Entry by eliminating bottlenecks that create congestion and impede throughput.

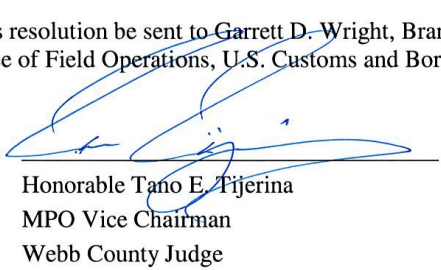
WHEREAS, the Laredo MPO strongly supports the City of Laredo's World Trade Bridge FAST Lanes Relocation Project

**NOW THEREFORE BE IT RESOLVED BY THE LAREDO MPO POLICY COMMITTEE ON THIS
7TH DAY OF NOVEMBER, 2016 THAT:**

Section 1: The Laredo MPO Policy Committee approves of and strongly supports the City of Laredo's World Trade Bridge FAST Lanes Relocation Project and the Section 559 Donations Acceptance Proposal being submitted to Customs And Border Protection (CBP) and the U.S. General Services Administration (GSA).

Section 2: The Policy Committee directs that this resolution be sent to ~~Garrett D. Wright~~, Branch Chief, Donations Acceptance Program, Office of Field Operations, U.S. Customs and Border Protection.


Honorable Pete Saenz
MPO Chairman
Mayor, City of Laredo


Honorable Tano E. Tijerina
MPO Vice Chairman
Webb County Judge



November 3, 2016

Garrett D. Wright
Branch Chief, Donations Acceptance Program
Office of Field Operations
U.S. Customs and Border Protection

Dear Mr. **Wright**:

This is to strongly support your World Trade Bridge FAST Lanes Relocation Project which will be of great assistance for all trucks using this program.

We are regularly under great pressure to cross our trucks on time and with this reduction in time it will be a great relief to the heavy traffic using the FAST lanes daily.

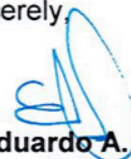
Once implemented we will directly notify our customers for them to recognize the great effort the World Trade Bridge FAST Lanes Office and the City of Laredo are doing to help in this critical situation.

With projects like this you will stimulate the growth of trade and traffic through FAST Lanes everyday making this border one of the most efficient in trucks border crossing.

We count with big manufacturing and commercial companies using the World Trade Bridge FAST Lanes every day and we are sure they will welcome this Project.

A big thank you to all the people who are involved in this remarkable project, from all of us we wish you the best of luck.

Sincerely,



AA. Lic. Eduardo A. Garza Robles
CEO



November 4, 2016

Garrett D. Wright
Branch Chief, Donations Acceptance Program
Office of Field Operations
U.S. Customs and Border Protection

Dear Mr. Wright:

The **Consejo Mexicano de Comercio Exterior del Noreste (COMCE Noreste)** - *Mexican Foreign Trade Council Northeast Region*, is a private business organization based in Monterrey, N.L. that promotes and facilitates foreign trade since 1962 in the northeast region of México, representing more than 180 member companies from the states of Nuevo León, Tamaulipas, Coahuila and Durango, which exports to the U.S. reach more than US \$25,000 million annually.

Through this letter, please be advised that our organization strongly supports the City of Laredo's World Trade Bridge FAST Lanes Relocation Project. After reviewing the Project, we believe it is ideally suited for the Donations Acceptance Program sponsored by the U.S. Customs and Border Protection and the General Services Administration. The Project will raise the level of service at the Port of Entry by eliminating bottlenecks that create congestion and impede throughput.

This Project will greatly benefit our member companies and Mexican exporters as well, by reducing wait times and shipping costs significantly, trucks participating in the FAST Program will see a decrease from 30 minutes to 5 minutes, which will allow companies to be more competitive and efficient.

At COMCE Noreste we are sure that the FAST Lanes Relocation Project is an important component of the efforts of the City and the private sector to stimulate the growth of trade and thereby promote prosperity for the community.

I thank you for your attention to this letter and I look forward to hearing from you soon.

Sincerely,

A handwritten signature in blue ink, appearing to read "HVM", is written over a horizontal line.

Héctor Villarreal M.
Executive Director



November 7, 2016

Garrett D. Wright
Branch Chief, Donations Acceptance Program
Office of Field Operations
U.S. Customs and Border Protection

Subject: City of Laredo's World Trade Bridge FAST Lanes Relocation Project

Dear Mr. Wright:

In 2006, Global Tooling Specialties, Inc. opened its doors in Laredo, Texas to supply specialized, quality tools, parts, and machinery to companies in Canada, United States and throughout Latin America. Some of the products we sell include: Assembly Line tools, Material handling Safety Equipment, to name a few. We rely heavily on the transportation industry to receive our products, allow time to inspect these products, have enough time to ship these products to our clients and meet all deadline.

Therefore, Global Tooling Specialties, Inc. strongly supports the City of Laredo's World Trade Bridge FAST Lanes Relocation Project. The project will reduce wait times significantly; trucks participating in the FAST program will see a decrease from 30 minutes to 5 minutes. The reduction in wait time will have an impact on our services by allowing our Company to receive and ship products ahead of schedule. Thus, reduction in shipping costs and faster service to our customers!

Time is money for every small business owner. Therefore, the project is an important component of the efforts of the City and the private sector to stimulate the growth of trade and thereby promote prosperity for the community.

This Project is ideally suited for the Donations Acceptance Program sponsored by U.S. Customs and Border Protection and the General Services Administration. Global Tooling Specialties, Inc. strongly supports the City of Laredo's World Trade Bridge FAST Lanes Relocation Project.

If you have any questions and or comments, please do not hesitate to contact me at your convenience.

Respectfully,

A handwritten signature in blue ink, appearing to read "Alma Acevedo", is written over a light blue horizontal line.

Alma Acevedo
President

City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Martin Aleman, Executive Director of Finance and Technology

Staff Source: Riazul I. Mia, P.E., Utilities Director

SUBJECT

2018-R-09 Amending Resolution 2017-R-130 to correct the description acre tract information from a tract of land being a 0.22 acre tract to a tract of land being 0.022 acre tract and

Accepting the conveyance of the following fifteen (15) foot Public Utility and Utility Access Easement, for the right to install, construct, reconstruct, repair and perpetually maintain utility improvements from Webb County as follows:

A tract of land being a 0.022 acre tract 977 square feet, more or less out of the remaining 1161.33 acre tract of land conveyed to Webb County in a deed recorded in Volume 209, Page 487 in Webb County, Texas, a copy of which conveyance is attached as Exhibits A & B.

And directing that said Easement be filed of record in official property records of Webb County, Texas.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

Resolution 2017-R-130 was submitted and approved by City Council on November 20, 2017. It inadvertently identified the tract of land as being a tract of land being 0.22 acre tract when in fact it should have read 0.022 acre tract. This resolution amends that error.

BACKGROUND

Webb County, TX conveyed this non-exclusive public utility and utility access easement to the City of Laredo upon request from the Utilities Department. This 15 foot Utility easement is being acquired as necessitated by the City of Laredo for the right to install, construct, reconstruct, repair and perpetually maintain utility improvements, in Webb County Texas.

This said Utility Easement will be filed of record in official property records of Webb County, Texas.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

To approve this resolution.

Fiscal Impact

Fiscal Year: 2018
Budgeted Y/N?: N
Source of Funds:
Account #: 559-0000-161-1000
Change Order: Exceeds 25% Y/N: N/A

FINANCIAL IMPACT:

Easement transactions to be accounted for in account no. 559-0000-161-1000.

Attachments

Resolution 2018-R-09
Utility & Utility Access Easement

RESOLUTION NO. 2018-R-09

AMENDING RESOLUTION 2017-R-130 TO CORRECT THE ACRE TRACT INFORMATION FROM A TRACT OF LAND BEING A 0.22 ACRE TRACT TO A TRACT OF LAND BEING 0.022 ACRE TRACT. ACCEPTING THE CONVEYANCE OF THE FOLLOWING FIFTEEN (15) FOOT PUBLIC UTILITY AND UTILITY ACCESS EASEMENT, FOR THE RIGHT TO INSTALL, CONSTRUCT, RECONSTRUCT, REPAIR AND PERPETUALLY MAINTAIN UTILITY IMPROVEMENTS FROM: WEBB COUNTY BY: TANO TIJERINA – WEBB COUNTY JUDGE - UTILITY EASEMENT AS FOLLOWS: A TRACT OF LAND BEING A 0.022 ACRE TRACT, OR 977 SQUARE FEET, MORE OR LESS OUT OF THE REMAINING 1161.66 ACRE TRACT OF LAND CONVEYED TO WEBB COUNTY IN A DEED RECORDED IN VOLUME 209, PAGE 487 IN WEBB COUNTY, TEXAS, A COPY OF WHICH CONVEYANCE IS ATTACHED AS EXHIBITS A & B: AND DIRECTING THAT SAID EASEMENT BE FILED OF RECORD IN OFFICIAL PROPERTY RECORDS OF WEBB COUNTY, TEXAS.

WHEREAS, Webb County by: Tano Tijerina, Webb County Judge has agreed to convey to the City a Utility and Utility Access Easement, 0.022 acre tract or 977 square feet more or less out of the remaining 1161.66 acre tract of land in Webb County, Texas which is described in Exhibit A, and depicted in Exhibit B attached to this resolution; and

WHEREAS, after the conveyance of the said Utility and Utility Access Easement tract, the City will install, construct, reconstruct, repair and perpetually maintain utility improvements; and

WHEREAS, in order to be able to install, construct, reconstruct, repair and perpetually maintain utility improvements out of 0.022 acre tract or 977 square feet more or less out of the remaining 1161.66 acre tract of land, it is in the City of Laredo's best interest to accept the above-referenced conveyance from Webb County, By: Tano Tijerina, Webb County Judge.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1. It hereby accepts the conveyance of this Utility and Utility Access Easement of this tract of land for the conveyance of which tract is situated in Webb County, Texas, and being more particularly described by metes and bounds descriptions that are attached as Exhibit A attached hereto.

Section 2. The conveyance will be accepted in the form and content of the Utility and Utility Access Easement, copy of which is attached as Exhibits A & B to this resolution, and the tract is more particularly described in the exhibit attached to Exhibit A (metes and bounds description and surveys), attached to this resolution and incorporated herein.

PASSED AND APPROVED THIS _____ DAY OF _____, 2018.

Pete Saenz, Mayor

ATTEST:

By: _____
Jose A. Valdez
City Secretary

By: _____
Kristina L. Hale
City Attorney

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

UTILITY EASEMENT AND UTILITY ACCESS EASEMENT

Date: October 23, 2017

Grantor: Webb County, Texas

Grantor's Address: 1000 Houston St.
Laredo, Texas 78040-8017

Grantee: City of Laredo, a Texas Municipal Corporation

Grantee's Address: 1110 Houston St.
P.O. Box 579
Laredo, Webb County, Texas 78042-0579

Easement Property: Being a 0.022-acre tract, or 977 sq. ft. more or less, easement on the remaining portion of a 1161.66 acre tract of land conveyed to Webb County in a Deed recorded in Volume 209, Page 487, Webb County Deed Records; Said 0.022 acre being more fully in Exhibit A.

Easement Purpose: For the installation of a 15' wide Utility and Utility Access easement.

To give Grantee the right to construct, reconstruct, repair and perpetually maintain improvements and fire hydrants, and the right of free, full and unimpeded access from the same tract of land for the limited purpose of accessing the Easement property herein granted.

Grantor, for and in consideration of the sum of Ten Dollars and No/100 cents (\$10.00), and other good and valuable consideration in hand paid by the Grantee herein named, the receipt of which is hereby fully acknowledged and confessed, has GRANTED, SOLD, CONVEYED and DEDICATED, and by these presents does hereby GRANT, SELL, CONVEY and DEDICATE unto Grantee, the above described Utility and Access Easements.

This conveyance, however, is made and accepted subject to any and all validly existing encumbrances, easements, mineral leases, conditions and restrictions, relating to the hereinabove described property and now reflected by the Official Property Records, of Webb County, Texas.

TO HAVE AND TO HOLD the same to Grantee, together with the right and privilege, at any and all times, subject to Grantor's security measures in place, from time to time to enter said premises, or any part thereof, for the purpose of constructing, reconstructing, repairing and maintaining said utility easement, including all necessary laterals and appurtenant facilities.

Grantor hereby binds itself and Grantor's heirs, executors, administrators, successors and assigns

to warrant and defend the easement and rights granted herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or attempting to claim the same or any part thereof.

Executed on this 23rd day of October, 2017.

WEBB COUNTY

By:

(Print Name) Tano E. Tijerina

(Title) Webb County Judge

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF Webb

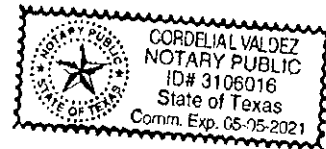
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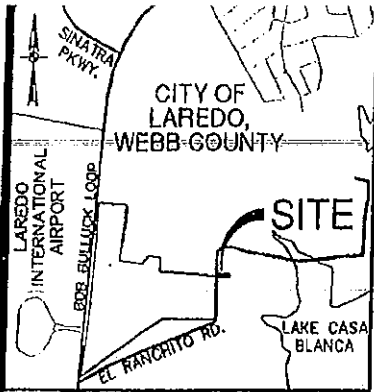
This instrument was acknowledged before me on the 23rd day of October, 2017, by TANO E. TIJERINA, **Webb County** on behalf of said entity.

Passed and approved by the Webb County Commissioners Court on October 23, 2017. Item # 23.

Cordelia L. Valdez
Notary Public, State of Texas
My Commission Expires: 05/05/2021

AFTER RECORDING RETURN TO:
Mr. Arturo Garcia, Director
Department of Community Development
1301 Farragut
Laredo, Texas 78040



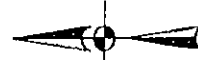


LOCATION MAP

NOT-TO-SCALE

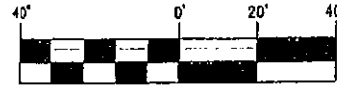
LEGEND:

- DR DEED RECORDS OF WEBB COUNTY, TEXAS
- OPR OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, TEXAS
- PR PLAT RECORDS OF WEBB COUNTY, TEXAS
- FIR FOUND 1/2" IRON ROD



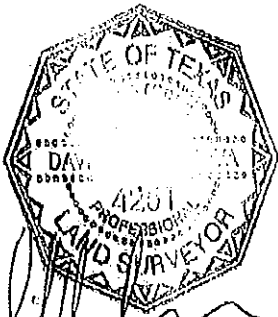
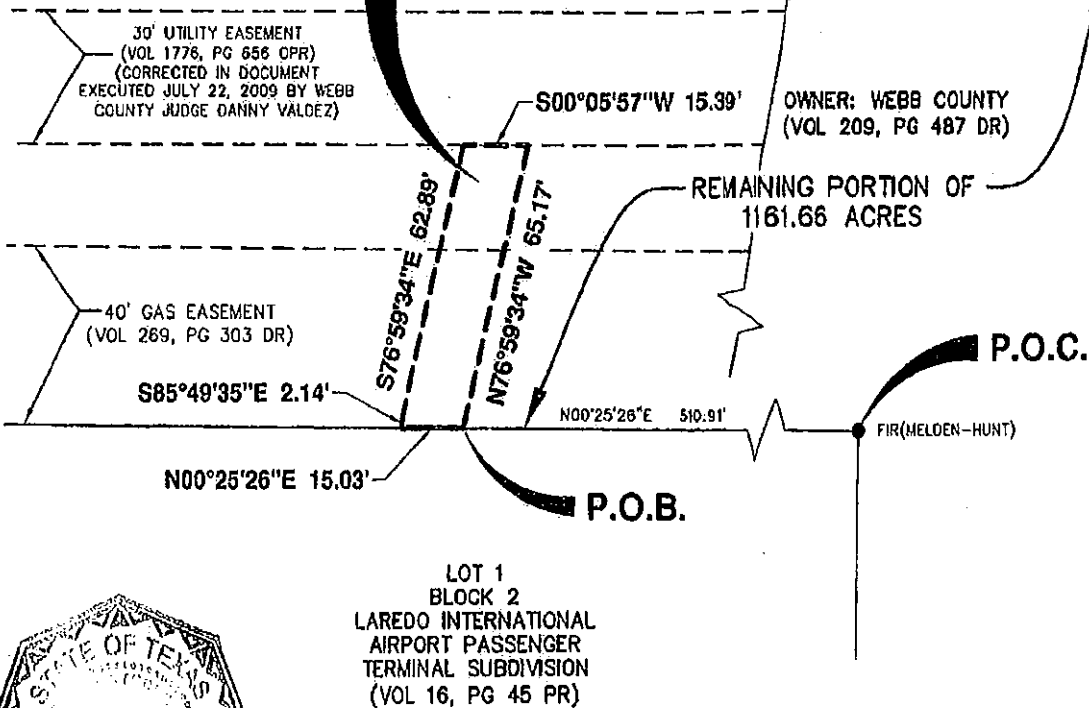
NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH ZONE FROM THE NORTH AMERICAN DATUM OF 1983 MAD 83 (NA2011) EPOCH 2010.00.



SCALE: 1" = 40'

**15' WIDE UTILITY EASEMENT
AND ACCESS EASEMENT
0.022 OF AN ACRE
(977 SQUARE FEET MORE OR LESS)**



**PAPE-DAWSON
ENGINEERS**

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 HW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.3000
TSPS FIRM REGISTRATION 1470 | TSPUS FIRM REGISTRATION 410024800

EXHIBIT A

FOR A 15-FOOT WIDE UTILITY EASEMENT AND ACCESS EASEMENT
A 0.022 OF AN ACRE OR 977 SQUARE FEET, MORE OR LESS,
EASEMENT LOCATED ON A 1161.66 ACRE TRACT OF LAND
CONVEYED TO WEBB COUNTY IN A DEED RECORDED IN VOLUME
209, PAGE 487 OF THE DEED RECORDS OF WEBB COUNTY, TEXAS.

REVISED: MAY 24, 2017

SHEET 1 OF 1

JOB No.: 8576-00

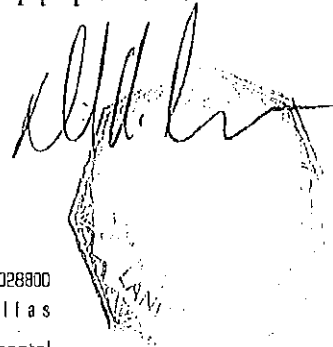
Date: May 24, 2017, 11:35am User ID: AHolmes File: M:\CIVIL\8576-00\8576-00 0.022 AC SWR ESM1.dwg

**FIELD NOTES
FOR A 15-FOOT WIDE UTILITY BASEMENT AND ACCESS EASEMENT**

A 0.022 of an acre, or 977 square feet more or less, easement on the remaining portion of a 1161.66 acre tract of land conveyed to Webb County in a deed recorded in Volume 209, Page 487 of the Deed Records of Webb County, Texas. Said 0.022 of an acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00;

- COMMENCING: At a found iron rod with cap marked "MELDEN-HUNT" at the southeast corner of Lot 1, Block 2, Laredo International Airport Passenger Terminal Subdivision recorded in Volume 16, Page 45 of the Plat Records of Webb County, Texas, a re-entrant corner of said remaining portion;
- THENCE: N 00°25'26" E, along and with the common line between said remaining portion and said Lot 1, a distance of 510.91 feet to the POINT OF BEGINNING;
- THENCE: N 00°25'26" E, continuing along and with said common line, a distance of 15.03 feet to a point;
- THENCE: S 85°49'35" E, departing said common line, over and across said remaining portion, a distance of 2.14 feet to a point;
- THENCE: S 76°59'34" E, continuing over and across said remaining portion, a distance of 62.89 feet to a point on the west line of an existing sanitary sewer easement recorded in Volume 1776, Page 656 of the Official Public Records of Webb County, Texas, corrected in document executed July 22, 2009 by Webb County Judge Danny Valdez;
- THENCE: S 00°05'57" W, along and with the west line of said sanitary sewer easement, continuing over and across said remaining portion, a distance of 15.39 feet to a point;
- THENCE: N 76°59'34" W, departing the west line of said sanitary sewer easement, continuing over and across said remaining portion, a distance of 65.17 feet to the POINT OF BEGINNING, and containing 0.022 of an acre in the City of Laredo, Webb County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 8576-00 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: April 12, 2017, Revised: May 24, 2017
JOB NO. 8576-00
DOC. ID. N:\CIVIL\8576-00\Field Notes\0.022 AC SSWR Esmt FNs.docx



City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Cynthia Collazo, Deputy City Manager

Staff Source: Victor J. Linares, P.E., Acting Building Director

SUBJECT

2018-R-10 Authorizing and approving a fee waiver and a Tax Abatement Agreement between the City of Laredo and Procopio Herrera, III for a proposed project located at 801 Fremont St, lot 1; block 268; Eastern Division that consists of new construction, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a five (5) year period and will abate taxes on new improvements for the purpose of Economic Development. The project has an estimated capital investment total of \$215,000.00, estimated annual tax abatement total of \$1,176.22 and estimated total fee waivers of \$2,700.00. Guidelines and criteria for the agreement are set forth in the attached agreement and information.

PREVIOUS COUNCIL ACTION

Approval of Resolution 2013-R-023 on March 18, 2013 creating the Neighborhood Empowerment Zone (NEZ) and outlined the potential incentives for projects located within the NEZ and the guidelines for approval process.

BACKGROUND

The City of Laredo created the NEZ Program to improve City Council Districts III and VIII by encouraging private investment in housing, businesses, and services in NEZ areas. The NEZ Program is the vehicle by which incentives such as building permit fee waivers and municipal property tax abatements may be granted to homeowners, investor-owners and developers proposing new construction projects or rehabilitation projects that are located within the NEZ area.

PROCOPIO HERRERA, III has proposed a new project located at 801 FREEMONT ST. The project will NEW CONSTRUCTION a NEW CONSTRUCTION on the property. The estimated capital investment of the project is \$215,000.00. The project is located within the NEZ District III and meets the zoning requirements as established by the NEZ criteria.

The City of Laredo would waive associated fees for the following permits: Building Permit, Plan Review, Plumbing, Electrical, Mechanical, Fire, Right-of-Way (curb and street cut), Water Permit, Sprinkler System Fees

COMMITTEE RECOMMENDATION

Staff recommends that City Council approve this resolution.

STAFF RECOMMENDATION

Staff **recommends** that City Council approve this resolution.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The project has an estimated capital investment total of \$215,000.00, estimated annual tax abatement total of \$1,176.22 and estimated total fee waivers of \$2,700.00.

City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Cynthia Collazo, Deputy City Manager

Initiated By: CYNTHIA COLLAZO

Staff Source: VICTOR J LINARES, P.E., ACTING DIRECTOR

SUBJECT

2018-R-11 Authorizing and approving a fee waiver and a Tax Abatement Agreement between the City of Laredo and Luis Brizuela for a proposed project located at 803 Ash St, lot 1; block 268; Eastern Division that consists of new construction, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a five (5) year period and will abate taxes on new improvements for the purpose of Economic Development. The project has an estimated capital investment total of \$95,000.00, estimated annual tax abatement total of \$405.96 and estimated total fee waivers of \$1,138.00. Guidelines and criteria for the agreement are set forth in the attached agreement and information.

PREVIOUS COUNCIL ACTION

Approval of Resolution 2013-R-023 on March 18, 2013 creating the Neighborhood Empowerment Zone (NEZ) and outlined the potential incentives for projects located within the NEZ and the guidelines for approval process.

BACKGROUND

The City of Laredo created the NEZ Program to improve City Council Districts IV and VIII by encouraging private investment in housing, businesses, and services in NEZ areas. The NEZ Program is the vehicle by which incentives such as building permit fee waivers and municipal property tax abatements may be granted to homeowners, investor-owners and developers proposing new construction projects or rehabilitation projects that are located within the NEZ area.

LUIS BRIZUELA has proposed a new project located at 803 ASH ST. The project will NEW CONSTRUCTION a NEW CONSTRUCTION on the property. The estimated capital investment of the project is \$95,000.00. The project is located within the NEZ District III and meets the zoning requirements as established by the NEZ criteria. The City of Laredo would waive associated fees for the following permits: Building Permit, Plan Review, Plumbing, Electrical, Mechanical, Fire, Right-of-Way (curb and street cut), Water Permit, Sprinkler System Fees.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that City Council approve this resolution.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

This agreement will be for a five (5) year period and will abate taxes on new improvements for the purpose of Economic Development. The project has an estimated capital investment total of \$95,000.00, estimated annual tax abatement total of \$405.96 and estimated total fee waivers of \$1,138.00.

City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Cynthia Collazo, Deputy City Manager

Initiated By: Cynthia Collazo, Deputy City Manager

Staff Source: Arturo Garcia, CD Director and John Porter, Environmental Services Director

SUBJECT

2018-R-12 Authorizing the City Manager to accept a Donation Agreement through a Warranty Deed between D & J Alexander Management, L.P. and the City of Laredo, consisting of approximately 3.70 Acres as described in the survey and metes and bounds. The purpose of the development is for a 10' Upper Zacate Creek Hike and Bike Trail that will provide additional recreational opportunities for its citizens. Project funding is through the TxDOT Federal Aid Project # CSJ: 0922-33-170.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City of Laredo sent a request to Alexander Management, L.P. to participate in the City of Laredo's proposed TxDOT funded Transportation Alternatives Program (TAP) for the design and construction of the Upper Zacate Creek multi-use Hike and Bike trail. D & J Alexander Management, L.P. agreed to donate the Property described in Exhibit A in exchange for the subject of the terms in the "Agreement For Donation Of Real Property.

COMMITTEE RECOMMENDATION

Recommendation of the MPO and the Parks Board is to proceed with the proposed project development.

STAFF RECOMMENDATION

Staff recommends approval.

Fiscal Impact

Fiscal Year: 2018

Budgeted Y/N?: Y

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Project Funding is through TxDOT Federal Aid Project # CSJ: 0922-33-170 \$1.25M

Attachments

Survey Exhibit A

Exhibit A2

Resolution 2018 R 12

AGREEMENT FOR DONATION OF REAL PROPERTY

THE STATE OF TEXAS §
COUNTY OF WEBB § KNOW ALL PERSONS BY THESE PRESENTS §

The parties to this Donation Agreement are XXXXXXXX, whose address is (DEVELOPER) and the City of Laredo, Texas, a Texas home rule municipal corporation ("CITY"), whose address 1110 Houston St., Laredo, Texas 78040.

WITNESSETH:

WHEREAS, DEVELOPER owns approximately XXXX acres of land adjacent to the City of Laredo's proposed hike and bike trails, and is more fully described in Exhibit "A" attached hereto ("Property");

WHEREAS, the CITY received a grant [ask John Porter for grant details];

Commented [LMP1]: John please provide either information regarding the grant or some suggested language - I would like to reference the grant

WHEREAS, the CITY desires to construct a hike and bike trails for the purpose of providing additional recreational opportunities for its citizens and finds that it is in the best interest of the City to construct such a hike and bike trail;

WHEREAS, DEVELOPER has agreed to donate the Property consistent with City ordinances requiring parkland dedications and park improvement fees; and

WHEREAS, the City desires that University Boulevard be promptly extended and a turn lane promptly installed at the intersection of Fenwick Drive and University Boulevard, to provide for the efficient flow of traffic;

Commented [LMP2]: Nathan/Ramon - please add the appropriate information regarding these improvements.

AGREEMENT

DEVELOPER has agreed to dedicate the Property described in Exhibit A to the City and the City has agreed to accept the donation of said real Property for the placement of a hike and bike trail on, over, under, and across the following described property;

Commented [LMP3]: Property description goes here - I don't have it.



Subject to the terms herein set forth, the DONOR and CITY further hereby agree as follows:

1. DEVELOPER represents and warrants to CITY that they are the sole owners in full and complete fee simple title of the Property.
2. DEVELOPER further represents and warrants to CITY that:
 - a. The Property is not subject to any liens or encumbrances.
 - b. DEVELOPER has full and complete fee simple title to the Property, free and clear of all other easements, restrictions, conditions, exceptions or reservations.
 - c. There are no lawsuits pending or, to the best of DEVELOPER'S knowledge, threatened, against or involving DEVELOPER or the Property.
 - d. There is no pending or threatened claim affecting the Property.
 - e. The Property has not been used for the storage or disposal of any hazardous or toxic materials.
 - f. There are no third parties in possession of the Property as lessees, tenants at sufferance, or trespassers; there are no leases, licenses or other agreements relating to the use, occupancy or possession of the Property.
 - g. The signatories to this Agreement have the authority to execute this Agreement on the terms herein set forth and to give, grant and convey the Property to the CITY pursuant hereto.
3. All representations herein set forth shall expressly survive the conveyance of the Property to the CITY.
4. DEVELOPER will donate by conveying a fee simple, surface only interest by warranty deed to CITY of the two tracts of land, as set forth in Exhibit A.
5. At the election and expense of the CITY, the CITY may obtain an Owner's Title Policy over the Property in the amount of the agreed value, insuring the CITY's record title to the Property to be good and indefeasible, which policy shall be subject only to the standard exceptions to title; provided that DEVELOPER shall upon request of CITY,

remove or cause to be removed, exceptions to title related defects in title or other conditions which the CITY finds unacceptable.

6. DONOR shall deliver the executed Property to the CITY and sole possession of the Property to the CITY upon acceptance by the CITY Council of this Agreement.
7. Subject to approval by City Council, the CITY will permit the following zoning changes: Multifamily Phase 12 to Single Family Residential Unit XXVIII and Delete Single Family Unit XXVI from Commercial Unit 15. City staff agree not to unreasonably withhold its recommendation to City Council.
8. Subject to conformance with applicable regulations including floodplain development requirements, CITY staff will work DEVELOPER to increase lots sizes for Rocio Commercial Phase 19 and Rocio Commercial Phase 1 Lot2 and Phase 15- Detention Pond 1.
9. To the extent necessary and upon approval of CITY, CITY will agree to allow DEVELOPER to relocate the trail, for the purpose of accommodating a driving range at the sole expense of DEVELOPER. The CITY agrees not to unreasonably withhold its consent.
10. To the extent permitted by under the terms of the CITY's agreement [XXXXXX] and applicable laws, the CITY will permit the safe and limited use of low-speed vehicles, also known as golf carts, on certain areas of the trail as mutually agreed upon.
11. CITY agrees to permit water at XXXX-insert location subject to compliance with all applicable ordinances including the Laredo International Airport's Wildlife Hazard Management Plan.
12. The donation of Property shall satisfy past City of Laredo parkland dedications and park improvement fees due on XX date and subject to the terms of this agreement however, DEVELOPER agrees to comply with any and all parkland dedications and park improvement fees, consistent with the City's Land Development Ordinances that may or will become due [discuss with Nathan and Ramon for specific language]

Commented [LMP4]: Nathan/Ramon – feel free to suggest language here -

Commented [LMP5]: Same comment as above

Commented [LMP6]: John, I need the name of the agreement here

Commented [LMP7]: This provision needs some better language – I could use some assistance from Ramon/Nathan

Commented [LMP8]: Nathan//Gracie/Ramon – please review and confirm the language

13. DEVELOPER agrees, at its sole expense and consistent with all applicable laws and regulations, including City ordinances, to extend University Boulevard XXX amount of feet by XXX date.

Commented [LMP9]: Were there dates certain for the improvements

14. DEVELOPER agrees, at its sole expense to promptly construct and or install consist a turn lane at the intersection of Fenwick Drive and University Boulevard. Such turn lane shall be installed and constructed consistent with all applicable laws and regulations, including CITY ordinances.

15. Entire Agreement. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreement, understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless signed by both parties and attached hereto and/or embodied hereto and/or embodied herein.

16. Severability. Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

Signed this _____ day of January, 2018.

DONOR:

[NAME of ENTITY]

By: _____
XXXXX

CITY OF LAREDO

RESOLUTION 2018-R-12

AUTHORIZING THE CITY MANAGER TO ACCEPT THE DONATION AGREEMENT THROUGH A WARRANTY DEED BETWEEN D & J ALEXANDER MANAGEMENT, L.P. AND THE CITY OF LAREDO, CONSISTING OF 3.70 ACRES AS DESCRIBED IN THE SURVEY OF THE MASTER PLAN. THE PURPOSE OF THE DEVELOPMENT IS FOR THE 15' UPPER ZACATE CREEK HIKE AND BIKE TRAIL THAT WILL PROVIDE ADDITIONAL RECREATIONAL OPPORTUNITIES FOR ITS CITIZENS. PROJECT FUNDING IS THROUGH THE TXDOT FEDERAL AID PROJECT # CSJ: 0922-33-170.

WHEREAS, pursuant to the acquisition of the eight parcels for the development of the Upper Zacate Creek Hike and Bike trail, staff entered into negotiations with D & J Alexander Management, L.P.; and

WHEREAS, in the course of the negotiations, the parties agreed that the City would accept the donation of eight parcels for 3.70 acres with the terms outlined in the AGREEMENT FOR DONATION OF REAL PROPERTY; and

WHEREAS, this donation will provide quality of life, improve health conditions, promote better living, and encourage outdoor physical activities; and

WHEREAS, staff recommends to accept that this transaction of donation agreement through warranty deed be approved by the City Council.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1. It approves of the agreement between D & J Alexander Management, L.P. and City of Laredo, copy of which is attached to this resolution and authorizes the City Manager to sign the same, and to effectuate its terms; including, specifically

Section 2. It accepts the eight parcels of 3.70 Acres as described in Exhibits A of the Master Plan survey.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS 16TH DAY OF JANUARY, 2018.

PETE SAENZ
MAYOR

ATTEST:

By: _____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:
KRISTINA L. HALE
CITY ATTORNEY

By: _____
LISA PAUL
ASSISTANT CITY ATTORNEY

City Council-Regular

Meeting Date: 01/24/2018

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

2018-R-14 Accepting the donation of Lot 12, Block 5, San Isidro Northeast, Phase 11, from San Isidro Northeast, Ltd., in partial fulfillment of its subdivision development requirements for recreational and municipal purposes. The property being conveyed is the first in a series of tracts to be conveyed to the City for recreational and municipal purposes.

PREVIOUS COUNCIL ACTION

n/a

BACKGROUND

This is the first in a series of parcels that will be donated to the City for park and municipal purposes in conjunction with the San Isidro Northeast Development.

COMMITTEE RECOMMENDATION

Approve and accept.

STAFF RECOMMENDATION

Approve and accept.

Attachments

2018-R-14

RESOLUTION NO. 2018-R-14

ACCEPTING THE DONATION OF LOT 12, BLOCK 5, SAN ISIDRO NORTHEAST, PHASE 11, FROM SAN ISIDRO NORTHEAST, LTD. FOR RECREATIONAL AND MUNICIPAL PURPOSES.

WHEREAS, San Isidro Northeast, Ltd. wishes to convey Lot 12, Block 5, San Isidro Northeast, Phase 11, to the City in conjunction with the San Isidro Northeast Subdivision; and

WHEREAS, the conveyance of said tract (as set forth in the attached Special Warranty Deed, Exhibit "A") is for any recreational and/or municipal purposes; and

WHEREAS, the City Council finds it to be in the public interest and benefit to accept the said tract for the uses recited in the deed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: It hereby accepts the donation of Lot 12, Block 5, San Isidro Northeast, Phase 11, to the City of Laredo, which said tract is described in a deed (which said deed is attached hereto as Exhibit A and incorporated herein by reference as if set out in full for all intents and purposes) and fulfills partial park requirement for San Isidro Northeast Subdivision; and

Section 2: The City Manager is authorized to sign the acceptance of the deed; closing documents and is further authorized to make payment of closing costs, and title insurance if needed.

Section 3: Open Meeting

The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting as required by the Open Meeting Law, Article 6252-17, Texas Revised Civil Statutes Annotated; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter approves and confirms such written notice and the contents and posting hereof.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR
ON THIS THE _____ DAY OF _____, 2018.**

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA K. LAUREL-HALE
CITY ATTORNEY

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS §

COUNTY OF WEBB §

SPECIAL WARRANTY DEED

That San Isidro Northeast, Ltd., a Texas limited partnership, ("Grantor"), has GIVEN, GRANTED AND CONVEYED, and by these presents does GIVE, GRANT AND CONVEY unto the CITY OF LAREDO, TEXAS, a Home Rule City, ("Grantee"), whose mailing address is 1110 Houston St., Laredo, Texas 78040, the following described real property situated in Webb County, Texas (the "Subject Property"):

TRACT I

Situated in the City of Laredo, Webb County, Texas and being the Surface Estate Only in and to Lot Twelve (12), Block Five (5), San Isidro Northeast Phase 11, according to plat thereof recorded in Volume 32, Pages 14-15, Plat Records of Webb County, Texas, together with all improvements situated thereon.

This conveyance of real property is made subject to all easements, mineral reservations and conveyances, royalty deeds and covenants and all other matters, to the extent same are of record, valid and in effect at this time, if any, relating to the Subject Property shown of record in the office of the County Clerk of Webb County, Texas.

1. This conveyance is of the surface estate only, that is, in addition to other reservations, exceptions and other matters set out herein, Grantor reserves and excepts from this conveyance all oil, gas and other minerals lying in, on and under the Subject Property.
2. Grantor hereby expressly reserves from these conveyances any and all ground water lying under the Subject Property. Provided however, Grantor does not reserve the right to drill on the Subject Property for such groundwater.

3. This conveyance is made upon the express condition that the Subject Property be used for recreational and/or municipal purposes only (the "Permitted Purpose").
4. Grantee hereby acknowledges the express condition of this conveyance and expressly represents and warrants that its sole purpose for accepting the Subject Property is to have the right to use the Subject Property for the Permitted Purpose, and that the use of the Subject Property shall be restricted to the Permitted Purpose only.
5. Grantee accepts the Subject Property AS IS, i.e. in its present condition.

Furthermore, this conveyances are made upon the express condition that no portion of the Subject Property may be used for any of the following purposes without the written consent of Grantor, which consent may be withheld in Grantor's sole discretion: any nuisance, any use which violates laws, requirements of governmental authorities having jurisdiction over the Property; the primary use of any building as a warehouse; a distillation operation; a telecommunications tower; any pylon sign or billboard; hotel or motel; mobile home or trailer park; the drilling for and/or removal of subsurface substances; school; church; assembly hall; museum; pawn shop; game room or amusement park; pool hall or billiard parlor; bowling alley; dancehall; saloon, cocktail lounge, nightclub or bar (including a restaurant which derives more than forty percent (40%) of its annual gross revenues from the sale of alcoholic beverages); mortuary or funeral home; automobile body shop; flea market; adult book store or store selling sexually explicit material; message parlor; any industrial use (including, without limitation, any manufacturing, smelting, rendering, brewing, refining, chemical manufacturing or processing, or other manufacturing uses); bingo hall; any gambling or gaming establishment; or the sale, leasing or storage of automobiles, trucks, recreational vehicles, boats or other vehicles.

TO HAVE AND TO HOLD the Subject Property, together with all and singular the rights and appurtenances thereto in anywise belonging to Grantor unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Subject Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under it, but not otherwise, and except as to the matters to which this conveyance is expressly made subject, including but not limited to the express condition of this conveyance.

EXECUTED this ____ day of _____, 2018.

GRANTOR:

**SAN ISIDRO NORTHEAST, LTD.
A Texas limited Partnership**

**By: SAN ISIDRO MANAGEMENT, L.C.,
A General Partner**

BY: _____

Title: _____

AGREED TO AND ACCEPTED:

GRANTEE:

CITY OF LAREDO

BY: _____

Name: _____

Title: _____

Date: _____

STATE OF TEXAS §

COUNTY OF WEBB §

This instrument was acknowledged before me on _____, 2018, by Pat Murphy, Vice President of San Isidro Management, L.C., a Texas Limited Liability Company, General Partner, on behalf of San Isidro Northeast, Ltd., a Texas limited partnership.

Notary Public, State of Texas

City Council-Regular

Meeting Date: 01/24/2018

Staff Source: Nathan R. Bratton

SUBJECT

2018-R-15 Accepting the dedication of 1.0629 acres from Mines Road Development, Ltd. for a public street easement to complete Riverbank Drive by crossing the unnamed creek between Entrada Loop and Zebra Drive.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The segment of r-o-w that is being dedicated is needed to complete the Riverbank Dr. by crossing the unnamed creek that runs between Entrada Loop and Zebra Drive.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Adopt and Accept

Fiscal Impact

Fiscal Year: 2018

Budgeted Y/N?:

Source of Funds: N/a

Account #: N/a

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

No Financial Impact.

Attachments

REso accpeting public street deed for Riverbank Dr

RESOLUTION NO. 2018-R-15

ACCEPTING THE DEDICATION OF 1.0629 ACRES, MORE OR LESS, FROM MINES ROAD DEVELOPMENT, LTD, AS A PUBLIC STREET EASEMENT TO COMPLETE THE RIVERBANK DRIVE ROADWAY RIGHT-OF-WAY.

WHEREAS, Mines Road Development, Ltd., wishes to convey a public street easement across its property to complete the Riverbank Drive by allowing it to cross a creek; and

WHEREAS, the conveyance of said tract (as set forth in the attached Public-Street Easement Deed, Exhibit "A") establishes the roadway and right of way dedication to the public and City of Laredo; and

WHEREAS, the City Council finds it to be in the public interest and benefit to accept the said tract for the uses recited in the deed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: It hereby accepts the dedication of 1.0629 acres, which said tract is described in a deed (which said deed is attached hereto as Exhibit A and incorporated herein by reference as if set out in full for all intents and purposes); and

Section 2: The City Manager is authorized to sign the acceptance of the deed.

Section 3: Open Meeting

The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting as required by the Open Meeting Law, Article 6252-17, Texas Revised Civil Statutes Annotated; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter approves and confirms such written notice and the contents and posting hereof.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR
ON THIS THE _____ DAY OF _____, 2018.**

PETE SAENZ

MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA K. LAUREL-HALE
CITY ATTORNEY

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §
 § **Know All By These Presents**
COUNTY OF WEBB §

PUBLIC-STREET EASEMENT DEED

Resolution Authorizing
Acceptance: 2017-R-_____

Grantor: **MINES ROAD DEVELOPMENT, LTD.**
Grantor's Address: 6101 Holiday Hill Rd.
 Midland, Texas 79707

Grantee: **CITY OF LAREDO**
Grantee's Address: 1110 Houston Street
 Laredo, Texas 78040

Purpose of
Easement: Public street right-of-way purposes, allowing all
 rights incident to public streets.

Property: The land being more particularly described on
 Exhibit A, which is incorporated herein by
 reference for all purposes as if fully set forth.

Consideration: The benefits accruing to Grantor, to Grantor's other
 property, and to the public.

Grantor grants and conveys to Grantee and to the public generally, for the Consideration, an easement in gross, in perpetuity over, across, under, and upon the Property for the Purpose of Easement. Grantee may (A) construct, maintain, reconstruct, remove, relocate, and replace improvements related to the Purpose of Easement anywhere within the Property; (B) may inspect patrol, and police the Property; (C) may remove all trees and other vegetation and all other natural or artificial obstructions from the Property; and (D) may further excavate, fill, level, grade, pave, and otherwise improve the Property as may be conducive to the Purpose of Easement. Delineation of these powers does not impair other powers and uses otherwise incident to public street right-of-way. This instrument burdens the Property to the same extent as if it were a platted street. Grantor covenants for itself, its heirs, executors, successors, and assigns that no permanent building or obstruction of any kind will be placed on the Property.

To have and to hold the above described easement and rights unto the public until its use is abandoned.

Grantor binds itself and its heirs, executors, successors, and assigns, to warrant and forever defend, all and singular, the above described easement and rights unto Grantee and the public against every person whomsoever lawfully claiming or to claim the same or any part thereof. This easement is assignable to any governmental entity having jurisdiction over the public streets in the area in which the Property is located.

In Witness Whereof, Grantor has caused its representative to set its hand, this 4th day of January, 2018.

GRANTOR:

**MINES ROAD DEVELOPMENT, LTD.
A Texas Limited Partnership**

**By: FASKEN MANAGEMENT, LLC,
A Texas limited liability company,
Its General Partner**

BY: Charles F. Hedges, Jr.
**Charles F. Hedges, Jr.
Senior Vice President**

AGREED TO AND ACCEPTED:

GRANTEE:

CITY OF LAREDO

BY: _____

Name: _____

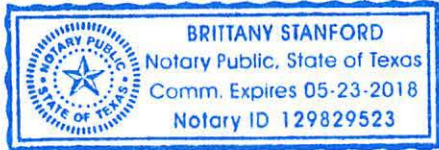
Title: _____

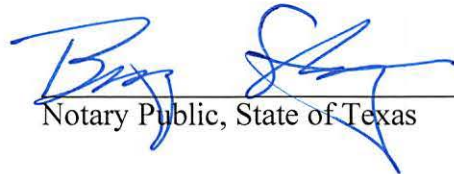
Date: _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on January 4, 2018, by Charles F. Hedges, Jr., Senior Vice President of Fasken Management, LLC, General Partner, on behalf of Mines Road Development, Ltd., a Texas limited partnership.





Notary Public, State of Texas

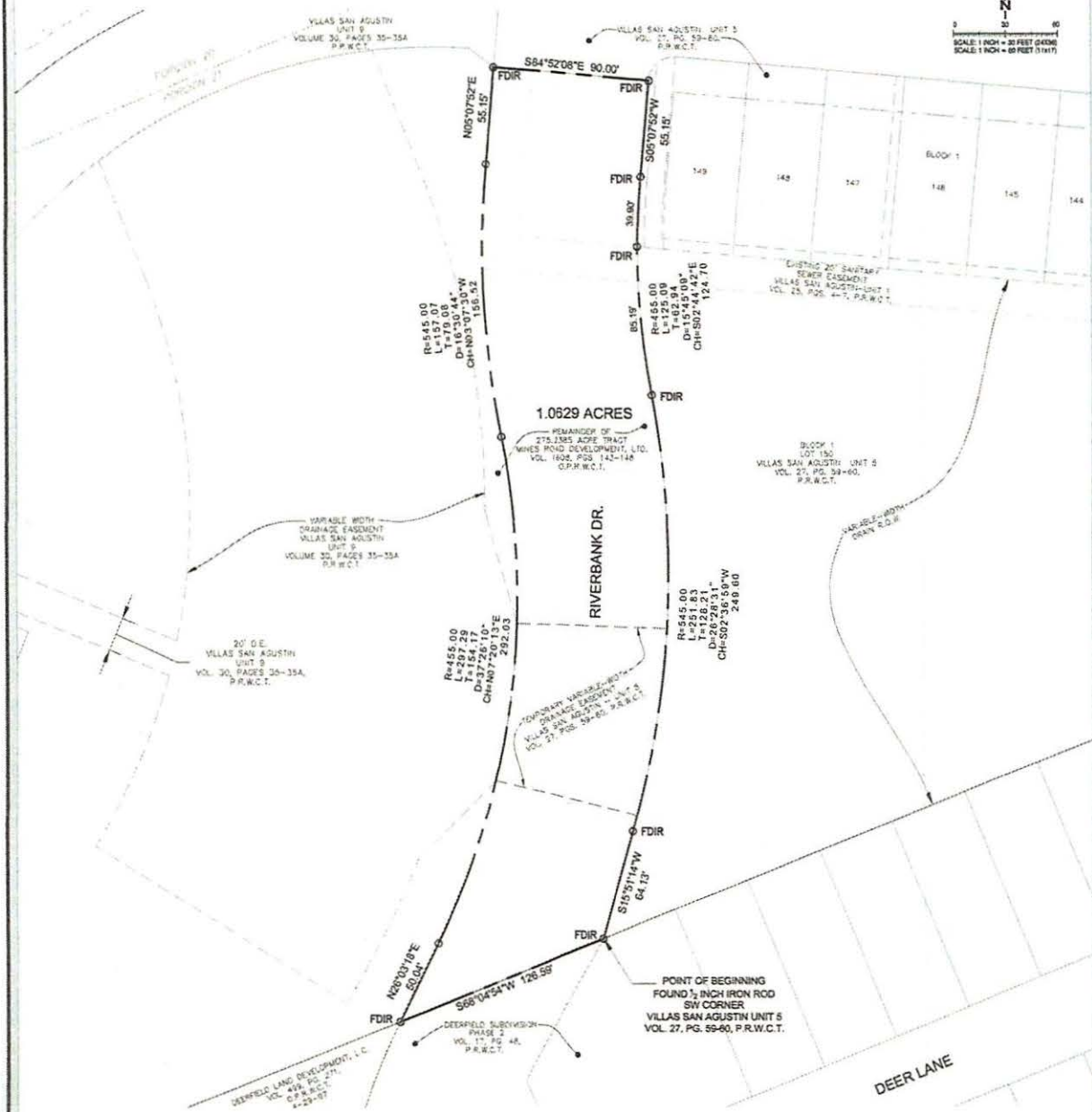
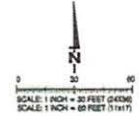
After recording, please return to:
Charles F. Hedges, Jr.
6101 Holiday Hill Road
Midland, Texas 79707

Exhibit A – Property Description

[Exhibit A attached following this page.]

SURVEY OF 1.0629 ACRES MORE OR LESS

BEING OUT OF
A 275.2385 ACRE PARCEL, RECORDED IN VOLUME 1608, PAGES 143-148, OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, TEXAS.
BEING SITUATED IN PORCION 21, ABSTRACT 49, ORIGINAL GRANTEE LEONARDO GARCIA.



	PROPERTY BOUNDARY LINE
	PORCION LINE
	SET 1/2 INCH IRON ROD
	FOUND 1/2 INCH IRON ROD
LEGEND	

NOTE:
1.) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE EXAMINATION REPORT AND MAY NOT SHOW ALL EASEMENTS, SETBACKS, OR OTHER MATTERS OF RECORD.

STATE OF TEXAS
COUNTY OF WEBB

I, ROBERT J. GILPIN, THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR, NUMBER 5844, DO HEREBY CERTIFY THE SURVEY SHOWN HEREON TO BE TRUE AND CORRECT TO MY BEST KNOWLEDGE AND BELIEF AND THAT IT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND FROM OFFICE RECORDS AVAILABLE, WITHOUT THE BENEFIT OF A COMPLETE TITLE EXAMINATION REPORT.

Robert J. Gilpin
12-22-17

SHEET NO. 01 of 01	VILLAS SAN AGUSTIN - UNIT 11 RIVERBANK DRIVE LAREDO, TEXAS BOUNDARY SURVEY	DATE: 12/22/17 REVISION:	
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STATE OF TEXAS*
COUNTY OF WEBB*
VILLAS SAN AGUSTIN – UNIT 11
1.0629 ACRES

FIELD NOTES DESCRIBING A 1.0629 ACRE PARCEL OF LAND, BEING OUT OF A 275.2385 ACRE PARCEL, RECORDED IN VOLUME 1608, PAGES 143-148, OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, TEXAS. BEING SITUATED IN PORCION 21, ABSTRACT 49, ORIGINAL GRANTEE LEONARDO GARCIA. BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a found ½ inch iron rod being the southwesterly corner of Villas San Agustin Unit 5, recorded in Volume 27, Page 59-60, Plat Records of Webb County, Texas, situated on the northerly line of Deerfield Subdivision Phase 2, recorded in Volume 17, Page 48, Plat Records of Webb County, Texas, for the **POINT OF BEGINNING** of this 1.0629 acre parcel and the **southeasterly corner** hereof;

Thence, S 68°04'54" W, with the common boundary between said 275.2385 acre tract and said Deerfield Subdivision Phase 2, same being the southerly line of herein described parcel, a distance of 126.59 feet, to a found ½ inch iron rod, being the westerly corner of said Deerfield Subdivision Phase 2 and northerly corner of a Deerfield Land Development, L.C property, recorded in Volume 499, Page 271, Official Public Records of Webb County, Texas, for the **southwesterly corner** hereof;

Thence, N 26°03'18" E, with the westerly line of herein described parcel, a distance of 50.04 feet, to a set ½ inch iron rod, for a point of curvature hereof;

Thence, along a curve to the left, with a chord bearing N 07°20'13" E, 292.03 feet, subtended by an arc with a radius of 455.00 feet, a distance of 297.29 feet, with the westerly line of herein described parcel, to a set ½ inch iron rod, for a point of reverse curve hereof;

Thence, along a curve to the right, with a chord bearing N 03°07'30" W, 156.52 feet, subtended by an arc with a radius of 545.00 feet, a distance of 157.07 feet, with the westerly line of herein described parcel, to a set ½ inch iron rod, for a point of tangency hereof;

Thence, N 05°07'52" E, with the westerly line of herein described parcel, a distance of 55.15 feet, to a found ½ inch iron rod, being the southeasterly corner of Villas San Agustin Unit 9, recorded in Volume 30, Pages 35-35A, Plat Records of Webb County, Texas and an exterior corner of said Villas San Agustin Unit 5, for the **northwesterly corner** hereof;

Thence, S 84°52'08" E, with the common boundary between said Villas San Agustin Unit 5 and herein described parcel, a distance of 90.00 feet, to a found ½ inch iron rod, for the **northeasterly corner** hereof;

Thence, S 05°07'52" W, with the common boundary between said Villas San Agustin Unit 5 and herein described parcel, a distance of 55.15 feet, to a found ½ inch iron rod, for a point of curvature hereof;

Thence, along a curve to the left, with a chord bearing S 02°44'42" E, 124.70 feet, subtended by an arc having a radius of 455.00 feet, with the common boundary between said Villas San Agustin Unit 5 and herein described parcel, a distance of 39.90 feet, to a found ½ inch iron rod, being an exterior corner of said Villas San Agustin Unit 5, continuing along the same arc, a distance of 85.19 feet, for a total distance of 125.09 feet, to a found ½ inch iron rod, for a point of reverse curve hereof;

Thence, along a curve to the right, with a chord bearing S 02°36'59" W, 249.60 feet, subtended by an arc with a radius of 545.00 feet, a distance of 251.83 feet, with the common boundary between said Villas San Agustin Unit 5 and herein described parcel, to a found ½ inch iron rod, for a point of tangency hereof;

Thence, S 15°51'14" W, with the common boundary between said Villas San Agustin Unit 5 and herein described parcel, a distance of 64.13 feet, for said **POINT OF BEGINNING**, containing within these metes and bounds 1.0629 acres, more or less.

BASIS OF BEARINGS:

GPS NAD83/NAVD88 TEXAS STATE PLANE 4205 COORDINATES, GRID

STATE OF TEXAS
COUNTY OF WEBB

I, ROBERT J. GILPIN, THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR, NUMBER 5944, DO HEREBY CERTIFY THE FOREGOING METES AND BOUNDS DESCRIPTION TO BE TRUE AND CORRECT TO MY BEST KNOWLEDGE AND BELIEF, AND THAT IT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND FROM OFFICE RECORDS AVAILABLE, WITHOUT THE BENEFIT OF A COMPLETE TITLE EXAMINATION REPORT

WITNESS MY HAND AND SEAL.



City Council-Regular

Meeting Date: 01/24/2018

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

Authorizing the City Manager to enter into a Parkland Deferment Contract with Developer San Isidro Northeast Ltd. for the construction of park amenities by the Developer. Developer will coordinate with the City on the amenities to be constructed and which will, upon completion, be conveyed to the City for municipal and recreational purposes.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

A parkland deferment contract with San Isidro Northeast, Ltd. will allow the developer to design and develop park space and upon completion convey the project turnkey to the city.

COMMITTEE RECOMMENDATION

Approve

STAFF RECOMMENDATION

Approve

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Any deficiencies between the amount of the guarantee and the cost of completion will be deposited into the Parkland Acquisition Fund.

Attachments

San Isidro Park Land Deferment Contract

**Parkland Deferment Contract
San Isidro Northeast, Ltd.**

WHEREAS, San Isidro Northeast, Ltd. (hereinafter called "Developer") is the developer of the San Isidro Northeast Subdivision Master Plan; and

WHEREAS, the San Isidro Northeast Subdivision Master Plan is composed of 1477 residential lots and 7.57 acres of green space is required by City ordinance; and

WHEREAS, the Developer has presented green space consisting of San Isidro Northeast Phase 2, Lot 2, Block 1, 2.2419 acres, Park; Los Palmares Unit 1, Lot 1, Block 1, 1.5102 acres, Linear/Detention; Los Palmares Unit 3, Lot 2, Block 1, 2.7386 acres, Linear/Detention; Los Palmares Unit 3, Lot 2, Block 1, 2.4388 acres, Detention; Los Palmares Unit 4, Lot 1, Block 10, 0.9214 acres, Park; SINE Phase 11, Lot 12, Block 5, 4.1657 acres, Greenbelt, being approximately 14.01 acres (hereinafter called the "Property"); and

WHEREAS, the approximate 14.01 acres of green space satisfies the City of Laredo (hereinafter "City") park site dedication requirements as specified in the City of Laredo Land Development Code Article III for the following developments: San Isidro Northeast Phase 3, San Isidro Northeast Phase 4, San Isidro Northeast Phase 7, San Isidro Northeast Phase 11, San Isidro Northeast Phase 12, San Isidro Northeast Phase 13, San Isidro Northeast Los Palmares Phases 1-5, San Isidro Northeast La Cuesta Phases 1-4, San Isidro Northeast Estate Lots; and

WHEREAS, on August 29, 2016, the Parks and Recreation Board reviewed the Parkland being offered by the Developer and recommended the City Council accept the Parkland; and

WHEREAS, on October 6, 2016, the Planning and Zoning Commission reviewed and approved the Master Plan and recommended City Council accept the Parkland being offered by the Developer; and

WHEREAS, on November 21, 2016, the City Council reviewed and approved the Parkland being offered by the Developer; and

WHEREAS, Developer wishes to defer the dedication of parkland within the subdivision and construct Park Improvements.

NOW THEREFORE, in consideration of the mutual benefits described in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

Recitals. The recitals set forth above are declared true and correct by the Parties and are hereby incorporated as part of this Agreement.

I. LAND DEDICATION

1. Developer shall within 18 months of the effective date of this agreement convey fee simple title unto the City of Laredo of six (6) tracts of land for recreational and/or municipal purposes as set forth below.
2. As per the attached Master Plan (Exhibit A attached hereto and incorporated herein by reference as if set out in full for all intents and purposes) Developer has set out 6 tracts of land (as described herein below), within the San Isidro Northeast subdivision, for public recreational and/or municipal use and as shown on Exhibit A:
 - a. San Isidro Northeast Phase 2 Lot 2, Block 1-2.2419 acre Park:

Situated in the City of Laredo, Webb County, Texas and being the Surface Estate Only in and to Lot Two (2), Block One (1), San Isidro Northeast Subdivision, Phase 2, according to plat thereof recorded in Volume 30, Pages 11-12, Plat Records of Webb County, Texas, together with all improvements situated thereon.
 - b. Los Palmares Unit 1, Lot 1, Block 1 - 1.5102 acre Linear/Detention:

Situated in the City of Laredo, Webb County, Texas and being the Surface Estate Only in and to Lot One (1), Block One (1), San Isidro Northeast Los Palmares Subdivision, Unit 1, according to plat thereof recorded in Volume 30, Pages 36-36A, Plat Records of Webb County, Texas, together with all improvements situated thereon.
 - c. Los Palmares Unit 3, Lot 2, Block 1 - 2.7385 acres Linear/Detention:

Situated in the City of Laredo, Webb County, Texas and being the Surface Estate Only in and to Lot Two (2), Block One (1), San Isidro Northeast Los Palmares Subdivision, Unit 3, according to plat thereof recorded in Volume 30, Pages 70-70A, Plat Records of Webb County, Texas, together with all improvements situated thereon.
 - d. Los Palmares Unit 3, Lot 2, Block 1 - 2.4388 acres-Detention:

Situated in the City of Laredo, Webb County, Texas and being the Surface Estate Only in and to Lot Two (2), Block One (1), San Isidro Northeast Los Palmares Subdivision, Unit 3, according to plat thereof recorded in Volume 30, Pages 70-70A, Plat Records of Webb County, Texas, together with all improvements situated thereon.
 - e. Los Palmares Unit 4, Lot 1, Block 10 - 0.9214 acres Park:

Situated in the City of Laredo, Webb County, Texas and being the Surface Estate Only in and to Lot One (1), Block Ten (10), San Isidro Northeast Los Palmares Subdivision, Unit 4, according to plat thereof recorded in Volume 31, pages 23-26, Plat Records of Webb County, Texas, together with all improvements situated thereon.
 - f. San Isidro Northeast Phase 11, Lot 12, Block 5 - 4.1657 acres-Greenbelt:

Situated in the City of Laredo, Webb County, Texas and being the Surface Estate Only in and to Lot Twelve (12), Block Five (5), San Isidro Northeast Phase 11, according to plat thereof recorded in Volume 32, Pages 14-15, Plat Records of Webb County, Texas, together with all improvements situated thereon.

II. FINANCIAL GUARANTEE

1. The Developer shall post a financial guarantee for 100% of the cost of those Park Improvements which have been approved by the City Engineering Department, but not yet completed.
2. This financial guarantee shall be filed with the City prior to plat recordation. The financial guarantee will be released after the following requirements are met:
 - a. Improvements must have been designed and constructed in accordance with the approved PS&E.
 - b. All Parkland upon which the improvements have been constructed has been dedicated as required under this ordinance.
 - c. All manufacturer warranties have been provided for any and all equipment.
 - d. Improvements must meet all applicable Federal, State, and local regulations as of the time of the approval of plans and specifications.
 - e. "AS-BUILT" drawings have been submitted, approved and accepted by the City Engineer.
 - f. A Certificate of Completion of the park improvements has been issued by the City Engineer which certifies all improvements have been inspected and completed and the City is ready to accept them.
3. Upon issuance of the Certificate of Completion by the City Engineer the City Manager or his designee shall release the financial guarantee. The developer shall remain liable to the City for any and all warranty repairs for one year pursuant to the certificate of warranty.
4. Developer shall be liable for any deficiency between the amount of the guarantee and the cost of completion of the installation of improvements and the amount of any warranty work.
5. The City may draw on the financial guarantee if:
 - a. Developer fails to complete the improvements in accordance with the approved PS&E.
 - b. Developer fails to dedicate the parkland on which the improvements are constructed.

III. PARK IMPROVEMENT FEES AND ELIGIBLE COSTS

1. Developer is obligated to pay \$371,776.00 in Park Improvement Fees as per ordinance. In lieu of payment of the \$371,776.00 in Park Improvement Fees, Developer agrees to improve the parkland (hereinafter "Park Improvements") in an amount equal to or exceeding the Park Improvement Fees of \$371,776.00.
2. Certain costs for Park Improvements (Eligible Costs) may be paid for with the Park Improvement Fees. The Eligible Costs must be reasonable and are subject to approval by City.

Eligible costs for which Park Improvement Fees may be used are as follow:

 - a. Engineering/Design fees for the preparation of the park improvement PS&E (plans, specifications, estimates and construction schedule);

- b. Approved Park Improvement construction costs and park related on-site utilities, including water meter fees if any;
- c. Material costs;
- d. Cost of building permits.;
- e. Cost for issuance of financial guarantee, if any.

IV. PLANS, SPECIFICATIONS AND ESTIMATES (PS&E)

1. Within 60 calendar days of the effective date of this agreement, Developer shall prepare, or cause to be prepared, at its sole cost and expense, plans, specifications, estimates and construction schedule (hereinafter “PS&E”) for the Park Improvements prior to starting any construction on the Park Improvements. Developer shall submit the PS&E to the City of Laredo Parks and Leisure Services Director and to the City of Laredo Engineer for review and approval. As part of the review, City shall ensure that all charges are reasonable and equivalent with the costs of similar projects and services within the City of Laredo. The Parks and Leisure Services Director and City Engineer shall review and return the PS&E to Developer within 15 calendar days of receipt approving said PS&E or requesting modifications, revisions or additional information.
2. If modifications, revisions or additional information is required Developer shall re-submit the PS&E within 10 calendar days. Parks and Leisure Services Director and City Engineer shall have 10 calendar days to review the modifications, revisions or additional information and either approve them or return them to Developer with final comments. Developer shall have 5 calendar days to respond and submit the final PS&E. Failure to timely submit PS&E is a material breach of this agreement enforceable by specific performance or any other remedy at law to which the City or Developer may be entitled.
3. Developer shall submit two (2) complete issued for construction sets of PS&E to City Engineering Department and request the scheduling of a pre-construction meeting. City shall issue notice to proceed within 5 calendar days of final approval of PS&E. Developer shall commence construction as per the approved construction schedule but in no event shall commencement of construction occur more than 90 calendar days from the notice to proceed. Developer agrees to complete, or cause to be completed, the Park Improvements at its sole cost and expense. Developer also agrees to obtain or cause to be obtained, all required permits and approvals from City and/or all other governmental agencies having jurisdiction over the construction of Park Improvements on the Property. Developer shall be responsible for paying, or causing to be paid, to City and all other governmental agencies the cost of all applicable permit fees and licenses required for construction of the Park Improvements.

V. PARK IMPROVEMENTS CONSTRUCTION

1. Developer agrees to supervise the construction of the Park Improvements (and City Engineering/Parks & Leisure shall inspect) and cause the construction to be performed:
 - a. In a good and workmanlike manner; and

- b. In accordance with the PS&E approved by the City; and
 - c. In accordance with federal, state and local laws and ordinances and this Agreement.
2. Developer shall, at its own cost and expense, maintain or cause to be maintained, the Park Improvements and all the other public improvements set out in the PS&E until the earlier of: (1) acceptance by the City Council of the City of Laredo or (2) one year after the issuance of the Certificate of Completion by City Engineer.
 3. Developer shall not dispose of any material whatsoever taken from the project site onto any areas not considered to be legal dump sites. Unless otherwise noted, no material, including dirt, is to be dumped or placed into any existing creek or channel.
 4. The cost of the Park Improvements and all other improvement expenses associated with the Park Improvements shall be funded through the use of Developer's own capital or through credit secured solely by the Developer in an amount not less than the Park Improvements Fee set out in III, Park Improvement Fees.
 5. Developer shall request construction progress meetings and final inspection from City Engineering. Developer shall submit written bi-monthly reports to City Engineer, starting no later than sixty (60) calendar days after the commencement of construction, and thereafter through the duration of the Project, on its construction progress and construction expenses until the project has been accepted by City.
 6. Upon completion of the Park Improvements, Developer shall submit certified invoices of actual Eligible Costs incurred by Developer to complete the Park Improvements.
 7. Developer shall diligently work to complete successfully any and all Park Improvements and the Park Improvements shall be completed within 6 months of the date on which notice to proceed was issued.
 8. Developer shall pay, or cause to be paid, monthly rates and charges for all utilities (such as water, electricity, and sewer services) used by Developer in regard to the development of the Project, the Property for all areas owned by Developer during construction of the Project, and for so long as Developer owns those areas.

VI. CITY'S RIGHT TO INSPECT

1. The Work covered by this contract shall at all times be subject to inspection by the City of Laredo authorized inspectors. "The Work " or "Work" shall mean whatever is done by or required of Developer to perform and complete its duties relating to the construction of the Park Improvements under this Contract, including, without limitation:

construction of the whole and all parts of the Park Improvements in full and strict conformity with this Contract;

the provision, furnishing and prompt payment of all labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, other utilities and things required for the construction of the Project;

the procurement and furnishing of all necessary building permits and other permits required for the construction of the Project;

the creation and submission to City of detailed as-built drawings depicting all as-built construction;

the furnishing of any required financial guarantee, surety bonds and insurance as may be required;

the furnishing of all equipment and product warranties, manuals, test results and user guides required by the Contract or otherwise reasonably available to Developer.

2.

- a. The Developer shall furnish the City Inspector with every reasonable facility for ascertaining whether The Work performed is substandard and deviates from the requirements of the plans and specifications.
- b. The City Inspector shall have the authority to halt the construction of any portion of the work not meeting requirements until such time as said work has been corrected to the satisfaction of the Inspector and the City Engineer.
- c. City's normal working hours are Monday through Friday, not including Saturdays, Sundays, or legal holidays observed by the City, from 8:00 A.M. to 5:00 P.M.
- d. The Developer shall notify the City at least twenty-four (24) hours in advance for any work that is to be scheduled and shall not begin any such work scheduled unless proper inspection and/or testing has been pre-arranged with the City.
- e. For work scheduled beyond the limits of the City's normal working hours, Developer shall notify the City at least twenty-four (24) hours in advance of any work that is to be scheduled and the cost for inspection, beyond the City's normal working hours, will be borne by the Developer.
- f. Payment due for overtime inspection is expected to be paid within 10 business days of City's request for payment for inspections which occur beyond the City's normal working hours.

VII. POST CONSTRUCTION/CONVEYANCE

1. When Developer has completed the Park Improvements, Developer will submit to the City Engineer the following:
 - a. A written request for final inspection; and
 - b. All manufacturer warranties for any and all equipment; and
 - c. A written statement from the Engineer/Architect of record that the Park Improvements meet all applicable Federal, State, and local regulations as of the time of the approval of plans and specifications; and
 - d. "AS-BUILT" drawings; and
 - e. Payment of any fees (i.e. inspection fees, etc.) due City.

- f. Invoices of actual Eligible Costs incurred by Developer to complete the Park Improvements.
2. Within 5 calendar days of receipt of the complete Final Inspection Request City will conduct an inspection of the Park Improvements and:
 - a. Within ten (10) calendar days of the Final Inspection issue a Certificate of Completion; or
 - b. City Engineer may issue a notice of incomplete or defective work and Developer shall have 10 business days to complete the Park Improvements and re-submit a Final Inspection Request. City Engineer may allow additional days for Developer to complete the Park Improvements.

VIII. WARRANTIES/CORRECTION OF DEFECTIVE WORK

1. Developer warrants and guarantees to City that all Work will be in accordance with the PS&E.
2. Developer shall transfer, or cause to be transferred, to City all warranties and guarantees received as part of normal trade practices.
3. Developer warrants the Project will be constructed in a good and workmanlike manner and free from defects in material and workmanship for a period of one year following the date of acceptance by the City Engineer. If any defects are found, Developer shall repair or replace any of the alleged defective work at its cost. The work to be corrected will be the particular area that is defective. Developer shall start corrective work within 14 business days after written notice from City. Developer shall have the option of repairing or replacing at its election.
4. When correcting defective Work under the terms of this agreement, Developer shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
5. Developer warrants and guarantees that title to all Work, materials, and equipment incorporated in the Project will pass to City no later than the time of acceptance by City free and clear of all Liens.
6. Developer hereby assigns (to the extent they are assignable) and conveys to City all manufacturers' and suppliers' warranties, together with operation instructions if available, on all goods, material, equipment incorporated in the Park Improvements. Developer has provided certain material, equipment, and goods that have been manufactured and or furnished by third party vendors, supply houses, lumberyards, distributors, and manufacturers ("products"). Developer will use its best efforts so that such products are new and purchased from reputable suppliers. Developer also agrees to properly install such materials.

IX. CONVEYANCE OF PROPERTY PROCEDURES

1. Once a Certificate of Completion has been issued, the City Parks and Leisure Services Director shall cause an item to be placed on the City Council Agenda, for the next available City Council meeting, for acceptance of the Parkland and Park Improvements by City Council.
2. Developer shall submit, to the City Parks and Leisure Services Director, 10 calendar days prior to the City Council meeting at which the acceptance will be considered, the following:
 - a. A fully executed deed conveying the Parkland to the City of Laredo, the form of which shall be approved by the City Attorney; and
 - b. Tax Certificates showing all ad valorem taxes have been paid; and
 - c. Proof that all liens have been extinguished and the property is free and clear of any encumbrances.

X. COVENANTS AND DUTIES

1. Developer is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas and the United States of America during any term of this Agreement.
2. The execution of this Agreement has been duly authorized by Developer's authorized agent, and the individual signing this Agreement is empowered to execute such Agreement and bind the entity. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of the provisions of Developer's by-laws, or of any agreement or instrument to which Developer is a party to or by which it may be bound.
3. Developer is not a party to any bankruptcy proceedings currently pending or contemplated, and Developer has not been informed of any potential involuntary bankruptcy proceedings.
4. To its current, actual knowledge, Developer has acquired and maintained all necessary rights, licenses, permits, and authority to carry on its business in the City and will continue to use its best efforts to maintain all necessary rights, licenses, permits, and authority.
5. Developer and City shall timely and fully comply with all of the terms and conditions of this Agreement.
6. Developer and City shall cooperate and provide all necessary information to each other in complying with this Agreement.
7. In accordance with Texas Government Code section 2264.051 Developer certifies that it, and all branches, divisions or departments of Developer do not and will not knowingly employ an undocumented worker, as that term is defined in the section.
8. Inconsistencies. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

9. Severability. Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
10. Prohibition against Assignment. There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto.
11. Law of Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in Webb County, Texas.
12. Notices. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid. Notices shall be sent to:

If to City of Laredo:
C/O City Manager
1110 Houston St.
Laredo, Texas 78040

With a copy to:
City of Laredo
Parks and Leisure Department
C/O Director
2201 Piedra China
Laredo, Texas 78043

If to Developer:
San Isidro Northeast, Ltd.
C/O Mr. Pat Murphy
Suite 201
9901 McPherson Rd.
Laredo, Texas 78045

13. Entire Agreement. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless signed by both parties and attached hereto and/or embodied herein.
14. Amendment. No changes to this Agreement shall be made except upon written agreement of both parties.
15. Headings. The headings used herein are for convenience of reference only and shall not

constitute a part hereof or affect the construction or interpretation hereof.

16. Waiver. The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.
17. Counterparts. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.
18. Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.
19. Rule of Construction. The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement or any amendments or exhibits hereto.
20. Immunity. City of Laredo does not waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, council members, officers, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.
21. Effective Date. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

CITY OF LAREDO.

SAN ISIDRO NORTHEAST, LTD.

Horacio De Leon
City Manager

Pat Murphy, Vice President
San Isidro Management, L.C., General
Partner, on behalf of San Isidro
Northeast, Ltd.

ATTEST:

Jose A. Valdez, Jr.
City Secretary

APPROVED AS TO FORM:

Kristina Laurel Hale
City Attorney

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF WEBB §

This instrument was acknowledged before me on _____, 201__, by Pat Murphy, Vice President of San Isidro Management, L.C., a Texas Limited Liability Company, General Partner, on behalf of San Isidro Northeast, Ltd., a Texas limited partnership.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF WEBB §

This instrument was acknowledged before me on _____, 201__, by Horacio De Leon, City Manager of the CITY OF LAREDO, a Home Rule City, on behalf of said City of Laredo.

Notary Public, State of Texas

City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Cynthia Collazo, Deputy City Manager

Initiated By: Arturo Garcia, Community Development Director

Staff Source: Victor Linares, Acting Building Services Director

SUBJECT

Discussion with possible action to waive building and/or permit fees for the Russell Terrace Housing Development. The Laredo Housing Authority (LHA) has requested the waiver of all demolition and construction permit fees for this project consisting of reconstruction of one hundred thirty eight (138) units and the renovation of twenty-four (24) additional units. The estimated fees to be waived are approximately \$52,000.00. If approved, the LHA intends to use said funds for the continued construction of affordable housing initiatives.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The Laredo Housing Authority (LHA) has via letter dated January 4, 2018 has requested if the City would consider waiving all demolition and construction permit fees for the Russell Terrace Housing Development. The estimated fees to be waived are \$52,000.00. This project consists of the demolition and the reconstruction of one hundred thirty-eight (138) units and renovation of an additional twenty-four (24) units of affordable housing. The LHA intends to dedicate said savings in fees for the construction of additional affordable housing in the community.

COMMITTEE RECOMMENDATION

Not Applicable.

STAFF RECOMMENDATION

That this resolution be approved.

Fiscal Impact

Fiscal Year:	2018
Budgeted Y/N?:	
Source of Funds:	N/a
Account #:	N/A

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

No Financial Impact

City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Cynthia Collazo, Deputy City Manager

Initiated By: Cynthia Collazo, Deputy City Manager

Staff Source: Arturo Garcia, Director of Community Development

SUBJECT

Ratifying the Memorandum of Understandings (MOU) with the Texas Homeless Network regarding the designation of the City of Laredo as a Coordinated Entry Planning Entity and with the participating local agencies who are implementing the process, for the purpose of ensuring that the coordinated system accurately documents housing and service needs, and that the limited available resources will be duly allocated in order to achieve the most efficient results.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Provision's in Department of Housing & Urban Development's (HUD) Continuum of Care (CoC) Program, Emergency Solutions Grant (ESG) Program, and Supportive Services for Veterans Families (SSVF) interim rules require that all CoC's establish a coordinated entry system. Texas Homeless Network is the lead entity for the Texas Balance of State CoC. The City and local participating homeless service entities are part of the Texas Balance of State CoC.

Coordinated Entry (CE) is a process that facilitates access to all homeless designated resources, identifying and assessing the needs of persons experiencing a housing crisis, and referring clients to the most appropriate service strategy or housing intervention. The Texas Balance of State CoC framework for CE enables communities to more consistently and accurately document housing and service needs and ensure limited resources are allocated to achieve the most effective results.

As required by HUD, the City of Laredo thru these Memorandum Of Understanding will become the Local Coordinated Entry Planning Entity for the local community. There is an implementation deadline of January 23, 2018 which required these MOU's to be executed. Staff is requesting the ratification of said MOU's for the purpose of safeguarding our federal funding from HUD for the City and local participating entities.

COMMITTEE RECOMMENDATION

Not Applicable.

STAFF RECOMMENDATION

That this motion be approved.

Fiscal Impact

Fiscal Year: 2018

Budgeted Y/N?: n/a

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

No Financial Impact.

Attachments

MOU (City and Texas Homeless Network)

MOU (City and Participating Entities)

Memorandum of Understanding between the Texas Homeless Network and the City of Laredo

I. BACKGROUND

Provisions in HUD's Continuum of Care (CoC) Program, Emergency Solutions Grant (ESG) Program, and Supportive Services for Veteran Families (SSVF) interim rules require that all CoCs establish a coordinated entry system.

Coordinated Entry (CE) is a process that facilitates access to all homeless designated resources, identifying and assessing the needs of persons experiencing a housing crisis, and referring clients to the most appropriate service strategy or housing intervention. The Texas Balance of State Continuum of Care's (TX BoS CoC) framework for Coordinated Entry enables communities in the TX BoS CoC to more consistently and accurately document housing and service needs and ensure limited resources are allocated to achieve the most effective results.

Texas Homeless Network (THN) is the lead entity for the Texas Balance of State Continuum of Care (TX BoS CoC). The Coordinated Entry Planning Entity (CEPE) is the local body responsible for implementing Coordinated Entry in a community. The CEPE must be approved by the Local Homeless Coalition (LHC) through a vote.

II. GUIDING PRINCIPLES OF THE TEXAS BALANCE OF STATE COORDINATED ENTRY PROCESS

The following guiding principles are in alignment with the TX BoS CoC Coordinated Entry Written Standards and were adopted by the TX BoS CoC Board. This MOU ensures that the local Coordinated Entry Planning Entity (CEPE) in the **City of Laredo** also agrees to adopt these guiding principles.

1. **Adopt statewide standards** but allow flexibility for local customization beyond baseline standard.
2. **Promote person-centered practices** –Every person should be treated with dignity and respect, which means providers should draw on people's expertise and strengths. Households should be made aware of all their options and offered a choice. Staff must help people in crisis regain a sense of control while focusing on the client's goals, choices, and preferences. This requires an unwavering respect for their strengths and reinforcement of progress, which are essential for empowerment.
3. **Operate under a crisis resolution system**—Homelessness is a housing crisis. Regaining housing resolves that particular crisis. Responses must include: rapid assessment and triaging; focus on personal safety as the first priority; de-escalation of the person's emotional reaction; definite action steps the individual can successfully achieve; and returning the person to control over their own problem solving.
4. **Provide trauma informed services**- There is a high prevalence of trauma in the lives of people experiencing a housing crisis. Trauma can influence the mental, emotional, and physical well-being of individuals seeking services. Every provider should provide services in a manner that is welcoming and appropriate to the needs of those affected by trauma, i.e., with sensitivity to their lived experience. This require high levels of transparency and flexibility.
5. **Housing First**-Housing first prioritizes rapid placement and stabilization in permanent housing and does not have service participation requirements or preconditions such as sobriety or a minimum income threshold. In order to be effective, the Coordinated Entry process must be Housing First oriented, such that people are housed quickly without preconditions or service participation requirements.

Memorandum of Understanding between the Texas Homeless Network and the City of Laredo

6. **Eliminate barriers to housing placement** – Identify system practices and individual project eligibility criteria which may contribute to excluding participants from services and work to eliminate those barriers. Barriers could include conditions such as income or sobriety as eligibility requirements for enrollment.
7. **Transparency** – Make thoughtful decisions and communicate directives openly and clearly.
8. **Exercise continuous quality improvement efforts** – Continually strive for effectiveness and efficiency and agree to make changes when those objectives are not achieved.
9. Promote **collaborative and inclusive** planning and decision making practices.
10. State and local communities will **use data generated by Coordinated Entry to analyze local and statewide housing needs** and create a diversity of housing options.

III. PURPOSE

While THN has established a statewide strategy for CE, that strategy also requires that each Coordinated Entry Planning Entity design and implement specific parts of the CE that reflects local community resources, client need, provider capacity, and unique geography characteristics to that coverage area.

In order to ensure the consistent implementation of CE across the TX BoS CoC, Texas Homeless Network has developed several documents, including this MOU, to establish standard local agreements for the implementation of Coordinated Entry. Additionally, this MOU ensures that all providers in each local Coordinated Entry Planning Entity coverage area are using the coordinated entry system in a transparent and consistent way.

IV. RESPONSIBILITIES OF THE TX BOS COC

Texas Homeless Network will:

1. Be responsible for developing, updating, and distributing the standards for Coordinated Entry.
2. Support communities in the Texas Balance of State as they implement Coordinated Entry.
3. Update the Texas Balance of State CoC Coordinated Entry Written Standards.
4. Review local materials developed by CEPE to ensure they are aligned with HUD and the TX BoS Standards for CE.
5. Provide, at least annually, a training to all staff dedicated to the local CE.
6. Attend Coordinated Entry process planning meetings virtually or in person, upon request and as available.

Memorandum of Understanding between the Texas Homeless Network and the City of Laredo

7. Provide guidance and feedback to CEPE.
8. Oversee the client or staff appeals of grievances or policies as related to the CE process.
9. Execute a Memorandum of Understanding between the TX BoS CoC and the CEPE.
10. Work with the Homeless Management Information System (HMIS) staff to maintain the CoC's implementation of HMIS.
11. Provide HMIS access to CE staff in each CEPE coverage area upon completion of required trainings.
12. Evaluate the performance and progress of the local implementations of the Coordinated Entry processes monthly in accordance with the TX BoS CoC Coordinated Entry Written Standards and recommend or require adjustments as necessary.
13. Conduct an in-depth evaluation of the statewide implementation of CE annually in accordance with the TX BoS CoC Coordinated Entry Written Standards and make adjustments as necessary.

V. RESPONSIBILITIES OF COORDINATED ENTRY PLANNING ENTITY

The City of Laredo will:

- 1) Serve as support for the local Coordinated Entry process and coordinate participating organizations and agencies.
- 2) Participate in the TX BoS CoC Coordinated Entry planning and management activities as established by CoC leadership.
- 3) Ensure that their communities' policies and procedures adhere to the requirements in the TX BoS CoC Coordinated Entry Written Standards and do not supersede the TX BoS CoC Coordinated Entry Written Standards.
- 4) Develop Coordinated Entry Policies & Procedure, which must be submitted to the Systems Change Coordinator when complete and upon each update.
- 5) Market the local Coordinated Entry process.
- 6) Develop and have a system in place to maintain the Eligibility Matrix.
- 7) Maintain a community training and assessors list and submit monthly updates to the Systems Change Coordinator.
- 8) Address grievances according to the local Coordinated Entry Policies and Procedures as they arise in their coverage area for Coordinated Entry.

Memorandum of Understanding between the Texas Homeless Network and the City of Laredo

- 9) Execute a Memorandum of Understanding between the CEPE and participating agencies.
- 10) Evaluate the performance and progress of the local Coordinated Entry process monthly in accordance with the TX BoS CoC Coordinated Entry Written Standards and recommend or require adjustments as necessary.
- 11) Conduct an in-depth evaluation of the implementation of CE annually in accordance with the TX BoS CoC Coordinated Entry Written Standards and make adjustments as necessary.

VI. CONFIDENTIALITY

All parties agree that they shall be bound by and shall abide by all applicable Federal or State statutes or regulations pertaining to the confidentiality of client records or information, including volunteers. The parties shall not use or disclose any information about a recipient of the services provided under this agreement for any purpose connected with the parties' contract responsibilities, except with the written consent of such recipient, recipient's attorney, or recipient's parent or guardian.

VII. EQUAL ACCESS AND OPPORTUNITY

The Anti-Discrimination and Equal Access Policy was adopted by the CoC Board on November 8, 2017. The TX BoS CoC, represented by the CoC Board and Texas Homeless Network as the CoC Lead Agency, and the agencies receiving U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) Program and Emergency Solutions Grant (ESG) funding are required to comply with all requirements regarding the HUD Equal Access Rule and all other all federal, state and local non-discrimination and privacy laws.

It is recommended that projects that do not receive funding from any federal source follow this policy to further the CoC's goals of transparency, equal access to quality projects, and service standardization. Following this policy will ensure that the project is using best practices.

VIII. TERMS OF AGREEMENT

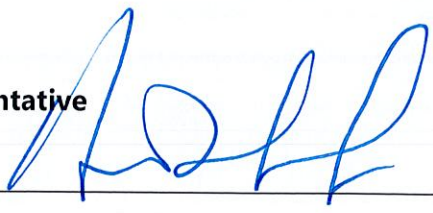
This MOU shall be effective upon adoption by each signatory agency and entity. Annually, this MOU will be reviewed and updated to incorporate changes and clarification of roles and responsibilities. Any part must provide written notice of change ninety (90) days before the annual termination date or it will be automatically renewed. Otherwise, this Agreement may be terminated in accordance with the section on Termination below.

Termination. Any party may terminate this MOU for any reason or no reason by giving the other parties ninety (90) days prior written notice. The party wishing to terminate this agreement for cause must provide a written intent to terminate notice to the party in breach or default. The notice will provide thirty (30) days for the party in breach or default to respond to said notice with an acceptable plan to cure cause for termination

Severability. If any provision of this Agreement is judged invalid by any court, the remaining provisions shall remain in full force and effect and be interpreted, performed and enforced as if the invalid provisions were not part of this Agreement.

**Memorandum of Understanding between
the Texas Homeless Network and the City of Laredo**

City of Laredo Representative

Signature: _____ 

Print Name: Horacio A. De Leon, Jr.

Title: City Manager

Date: 1/18/10

TX Balance of State CoC Representative

Signed: _____

Print Name: _____

Title: _____

Date: _____

Memorandum of Understanding (MOU) Between Agencies Participating in Coordinated Entry in Laredo, Texas

This Memorandum of Understanding is entered into as of January 18, 2018.

WHEREAS, the parties to this agreement agree to implement the local Coordinated Entry process (CE) as guided by the Texas Balance of State Continuum of Care (TX BoS CoC) and the Local Coordinated Entry Planning Entity (CEPE) for the purposes of making homelessness rare, brief, and nonrecurring in the geographic coverage area outlined in the Local Coordinated Entry Policies and Procedures (CE P&Ps);

NOW THEREFORE, the parties will provide services and resources upon the following conditions:

For all partner agencies participating in the local Coordinated Entry process as Entry Points:

- Treat all consumers with dignity, respect, and kindness
- Will participate in all coordinated entry planning meetings led by the CEPE
- Follow the HMIS or Osnum Data Standards for Coordinated Entry
- For Victim Service Providers, follow the HMIS workaround policy in the TX BoS CoC Coordinated Entry Written Standards
- Enter information into HMIS or Osnum in real-time or within 24 hours
- Commit to having staff trained on Coordinated Entry and have staff serve as assessors
- Honor Coordinated Entry hours of operation as advertised
- Agree to follow locally established grievance and Assessment Review Request procedures
- Agree to follow the local CE P&Ps
- Share information about new referral sources with the CEPE
- Participate in evaluation efforts intended to evaluate service efficiency and effectiveness
- Agree to attend and participate in trainings provided by the CEPE and the TX BoS CoC
- Responsible for ensuring that all households meet the eligibility criteria for Coordinated Entry have prompt access and are adhering to the processes outlined in the TX BoS CoC Coordinated

Entry Written Standards and local CE P&Ps including using the standardized assessment and coordinated referrals procedure established in your community

For all partner agencies participating in the local Coordinated Entry process as Receiving Agencies:

- Treat all consumers with dignity, respect, and kindness
- Will participate in all planning meetings led by the CEPE
- Follow the CE HMIS Data Standards including using the coordinated referral procedure established in the community
- Enter information into HMIS or Osnum in real-time or within 24 hours
- Commit to having staff trained on Coordinated Entry and Agree to attend and participate in trainings provided by the CEPE and the TX BoS CoC
- Agree to follow locally established policies and procedures
- Agree to accept referrals from the Coordinated Entry process as a resource becomes available and follow the process outlined in the local CE P&Ps and TX BoS Coordinated Entry Written Standards
- Responsible for adhering to the referral protocol outlined in the local CE P&Ps and the TX BoS Coordinated Entry Written Standards
- Share information about new referral sources with CEPE
- Participate in evaluation efforts intended to evaluate service efficiency and effectiveness
- Provide all program eligibility criteria to the established CEPE and update eligibility criteria or changes to the intake process or program with the CEPE

Terms of Agreement

This MOU shall be effective upon adoption by each signatory agency and entity. Annually, this MOU will be reviewed and updated by the TX BoS CoC to incorporate changes and clarification of roles and responsibilities.

Termination of MOU

This MOU becomes effective upon execution of all parties and will remain in effect unless sooner terminated by either of the following:

1. Upon 90 days written notice by one party to the others;
2. Upon mutual consent of all parties;
3. Upon good cause of any party if the other parties fail to comply with the terms of the MOU. However, prior to any such unilateral termination of good cause, the party wishing

to terminate must give the other parties written notice of the alleged non-compliance and a 90 day opportunity to cure;

Miscellaneous

A. Severability

If any provision of this Agreement is judged invalid by any court, the remaining provisions shall remain in full force and effect and be interpreted, performed and enforced as if the invalid provisions were not part of this Agreement.

B. Amendments

This Memorandum of Understanding may be amended only in writing signed by applicable parties. The parties agree to make a good faith effort to agree on any amendments as may be necessary to achieve the goals and commitments set forth herein.

C. Notices

All notices provided herein shall be in writing and served upon the parties at the current mailing address or email address for each party.

D. Non-exclusive

All parties agree that this Memorandum of Understanding is non-exclusive in that each party shall have the right to provide services to other entities and receive services from other entities independent of the Coordinated Entry process.

E. Indemnification and Hold Harmless

Each party will be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to be caused by that party, its employees, or representatives in the performance of omission of any act or responsibility of that party under this Agreement. In the event that a claim is made against multiple parties, it is the intent of all parties to cooperate in the defense of said claim and to encourage the insurers to do likewise.

F. Confidentiality

a. All parties hereto agree to comply with any and all applicable laws and regulations concerning the confidentiality of client records, files or communications in addition to the terms of this agreement

b. All parties agree to secure privacy, confidentiality and integrity of customer, employee and administrative data on automated systems and install antivirus protection and a firewall.

Please sign and date below if you agree to these criteria.

Coordinated Entry Planning Entity Authorized Representative

Signature: 
Name: Horacio A. De Leon, Jr. 

Date: 1/18/18
Agency: City of Laredo

Entry Point Authorized Representative (Executive Director)

Signature: _____ **Date:** _____
Name: Mary Gaona Agency: Bethany House of Laredo, Inc.

Entry Point Authorized Representative (Executive Director)

Signature: _____ **Date:** _____
Name: _____ Agency: Border Region Behavioral Health Center

Entry Point Authorized Representative (Executive Director)

Signature: _____ **Date:** _____
Name: Sr. Rosemary Welsh Agency: Casa De Misericordia

Entry Point Authorized Representative (Executive Director)

Signature: _____ **Date:** _____
Name: Yonette Davison-Wolfe Agency: Family Endeavors

Entry Point Authorized Representative (Executive Director)

Signature: _____ **Date:** _____
Name: Patricia Aguire Agency: The Salvation Army

Entry Point Authorized Representative (Program Supervisor)

Signature: _____ **Date:** _____
Name: Jaime Arizpe Agency: WestCare-Next Step

Entry Point Authorized Representative (Executive Director)

Signature: _____ **Date:** _____
Name: _____ Agency: _____

Receiving Agency Authorized Representative (Executive Director)

Signature: _____ **Date:** _____
Name: Mary Gaona Agency: Bethany House of Laredo, Inc.

Receiving Agency Authorized Representative (Executive Director)

Signature: _____ **Date:** _____
Name: _____ Agency: Border Region Behavioral Health Center

Receiving Agency Authorized Representative (Executive Director)

Signature: _____ **Date:** _____
Name: Sr. Rosemary Welsh Agency: Casa De Misericordia

Receiving Agency Authorized Representative (Executive Director)

Signature: _____ **Date:** _____
Name: Yonette Davison-Wolfe Agency: Family Endeavors

Receiving Agency Authorized Representative (Executive Director)

Signature: _____ **Date:** _____
Name: Patricia Aguire Agency: The Salvation Army

Receiving Agency Authorized Representative (Program Supervisor)

Signature: _____ **Date:** _____
Name: Jaime Arizpe Agency: WestCare-Next Step

Receiving Agency Authorized Representative (Executive Director)

Signature: _____ **Date:** _____
Name: _____ Agency: _____

City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Cynthia Collazo, Deputy City Manager

Initiated By: Arturo Garcia, CD Director

Staff Source: Arturo Garcia, CD Director, Miguel A. Pesador, Purchasing Agent

SUBJECT

Consideration to award contract FY18-012 to South Texas Buildcon, from Edinburg, Texas for various roof repairs at Laredo Municipal Housing rental units. The contract consists of roof repairs to ten (10) Noise Abatement properties and ten (10) duplexes, at the Jose Flores Apartments. The total amount of the contract is for \$80,480.00. Funding is available under Municipal Housing and Noise Abatement Funds.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The City of Laredo went out on formal invitations for bids - FY18-012, for roof replacement for twenty (20) rental units at various sites. There were ten (10) noise abatement units and ten (10) duplexes at the Jose Flores Apartments. Six (6) bids were received and after review, City staff recommends awarding the contract to the lowest responsible bidder - South Texas Buildcon from Edinburg, Texas for the amount of \$80,480.

Bid Tabulation Totals:

1. R&A Construction \$118,800
2. Romo Contractors \$ 95,000
3. RCC Roofing \$ 89,800
4. ROCA Contractors \$116,106
- 5. South Texas Buildcon \$ 80,480**
6. ABBA Construction \$132,763

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval of this motion.

Fiscal Impact

Fiscal Year: 2018
Budgeted Y/N?: y
Source of Funds: Noise abatement
Account #: 257-3686-543-2010
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Section 1. Noise abatement properties - \$31,840.00

Fiscal Year: 2018
Budgeted Y/N?: y
Source of Funds: Municipal Housing
Account #: 555-3910-543-2010
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Section 2. Jose Flores Duplexes - \$48,640.00

City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Cynthia Collazo, Deputy City Manager

Initiated By: Arturo Garcia, Director of Community Development

Staff Source: Arturo Garcia, Director of Community Development

SUBJECT

Authorizing the award of 2016 HOME Investment Partnership Program (HOME), Community Housing Development Organization (CHDO) set-aside funds in the amount of \$128,157.00 to Habitat for Humanity of Laredo, Inc., to assist in part with the construction of approximately three (3) proposed homes located at 617 Guerrero, 518 North Texas, and 520 North Texas and further authorizing the City Manager to execute all documents in support of the same.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

In 2016, the City received a HOME Investment Partnership Program Entitlement of \$854,378 through statutory requirements; the City is obligated to set aside 15% of the Program Year's funds for use by a CHDO(s).

A Community Development Housing Organization (CHDO) is a private, non-profit organization that engages in the development of affordable housing and meets the requirements as stipulated in the Home Investment Partnership Program (HOME) Rule. In order for a CHDO to receive HOME funds, a CHDO must act as a developer, sponsor, and/or owner of housing. Habitat for Humanity is a CHDO.

Habitat for Humanity of Laredo, Inc. submitted the sole proposal for the award. Staff recommends that the \$128,157 be awarded to Habitat for Humanity of Laredo, Inc. to assist in part with the construction of approximately (3) single family homes. Habitat intends to use HOME funds for the purchase of building materials, for soft costs, for professional services, foundation site work, soil testing, and other related expenses. These funds will be utilized to construct decent, simple affordable housing for low-income families in our community.

COMMITTEE RECOMMENDATION

Staff committee recommends the 2016 CHDO funds be awarded to Habitat of Laredo.

STAFF RECOMMENDATION

That this Motion be passed.

Fiscal Impact

Fiscal Year: 2016
Budgeted Y/N?: Y
Source of Funds: HOME Grant
Account #: 217-6960-563-7530
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

City Council-Regular

Meeting Date: 01/24/2018

Initiated By: John Porter, Environmental Services Director

Staff Source: Cristian Rosas-Grillet, Assistant City Attorney

SUBJECT

Authorizing the City Manager to advertise the public sale of the “surface only” of a tract of land containing 8,021 square feet of land, more or less, situated in Porcion 23, Isadora Torres Vda. De Garcia, Original Grantee, Abstract 283, Webb County, Texas, being out of a 0.74 acre tract as conveyed to the City of Laredo as recorded in Volume 2772, Pages 168-172, Webb County Official Public Records, and being more particularly described by Metes and Bounds located South of the Southern terminus of Backwoods trail at Shiloh. Depicted in Survey attached as Exhibits A and B.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

In the process of acquiring right of way for the extension of Shiloh Drive, the City of Laredo obtained certain properties for right of way and drainage. The City of Laredo authorized the purchase of this property on June 1, 2009, (2009-R-057). Recently, there has been strong interest in the purchase of this property. Upon Council approval, an appraisal will be requested to establish the minimum acceptable bid.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval.

Attachments

Metes and Bounds

Survey

METES AND BOUNDS DESCRIPTION
8,021 SQUARE FOOT TRACT
ABSTRACT 283 ~ PORCION 23
WEBB COUNTY, TEXAS

A tract of land containing 8,021 square feet of land, more or less, situated in Porcion 23, Isadora Torres Vda. De Garcia, original grantee, Abstract 283, Webb County, Texas being out of a 0.74 acre tract as conveyed to the City of Laredo as recorded in Volume 2772, Page 168-172, Webb County Official Public Records, and being more particularly described by metes and bound as follows:

BEGINNING, at a found 1/2 inch iron rod on the northwest corner of Lot 8, Block 3, Shiloh Crossing Subdivision Phase 3 as recorded Volume 27, Pages 7-9, Webb County Map Records same being a point on the south right-of-way line of Shiloh Drive a 100 foot wide road and the northeast corner of the herein described tract;

THENCE, S 05°54'10" E, leaving the south right-of-way line of said Shiloh Drive and along the west line of Shiloh Crossing Subdivision Phase 3 a distance of 90.28 feet to a set 1/2 inch iron rod, the southeast corner of the herein described tract;

THENCE, S 73°43'54" E, along the south line of the herein described tract same being along the north line of the Roberto Rodriguez Tract as recorded in Volume 66, Pages 830-831 Webb County Official Public Records a distance of 91.00 feet to a set 1/2 inch iron rod, the southwest corner of the herein described tract;

THENCE, N 00°23'05" W, a distance of 102.57 feet to a set 1/2 inch iron rod same being a point on the south right-of-way line of said Shiloh Drive the northeast corner of the herein described tract same being a non-tangent point of curvature to the left;

THENCE, along the south right-of-way of Shiloh Drive and along said curve to the left with a radius of 668.65 feet, a delta of 05°50'20", a chord and chord bearing of 79.78 feet and N 80°49'30" E a distance of 79.83 feet to return to and close at the **POINT OF BEGINNING**, containing 8,021 square feet of land.

BASIS OF BEARINGS:

A Found 1/2 iron rod at the northwest corner of a 25.636 acre right-of-way dedication and a Found Type 2 concrete monument at a point of curvature on the west right-of-way line of said dedication as recorded in Volume 153, Pages 576-581, Webb Count Deed Records.

CALLED: S 38°36'06" E, a distance of 2,672.24 FEET

MEASURED: S 38°36'06" E, a distance of 2,672.44 FEET

State of Texas:

County of Webb:

I, Francisco Estrada IV, a Registered Professional Land Surveyor, do hereby state that the above captioned "Metes and Bounds Description" was prepared from available office records and on the ground survey of the property made under my supervision.

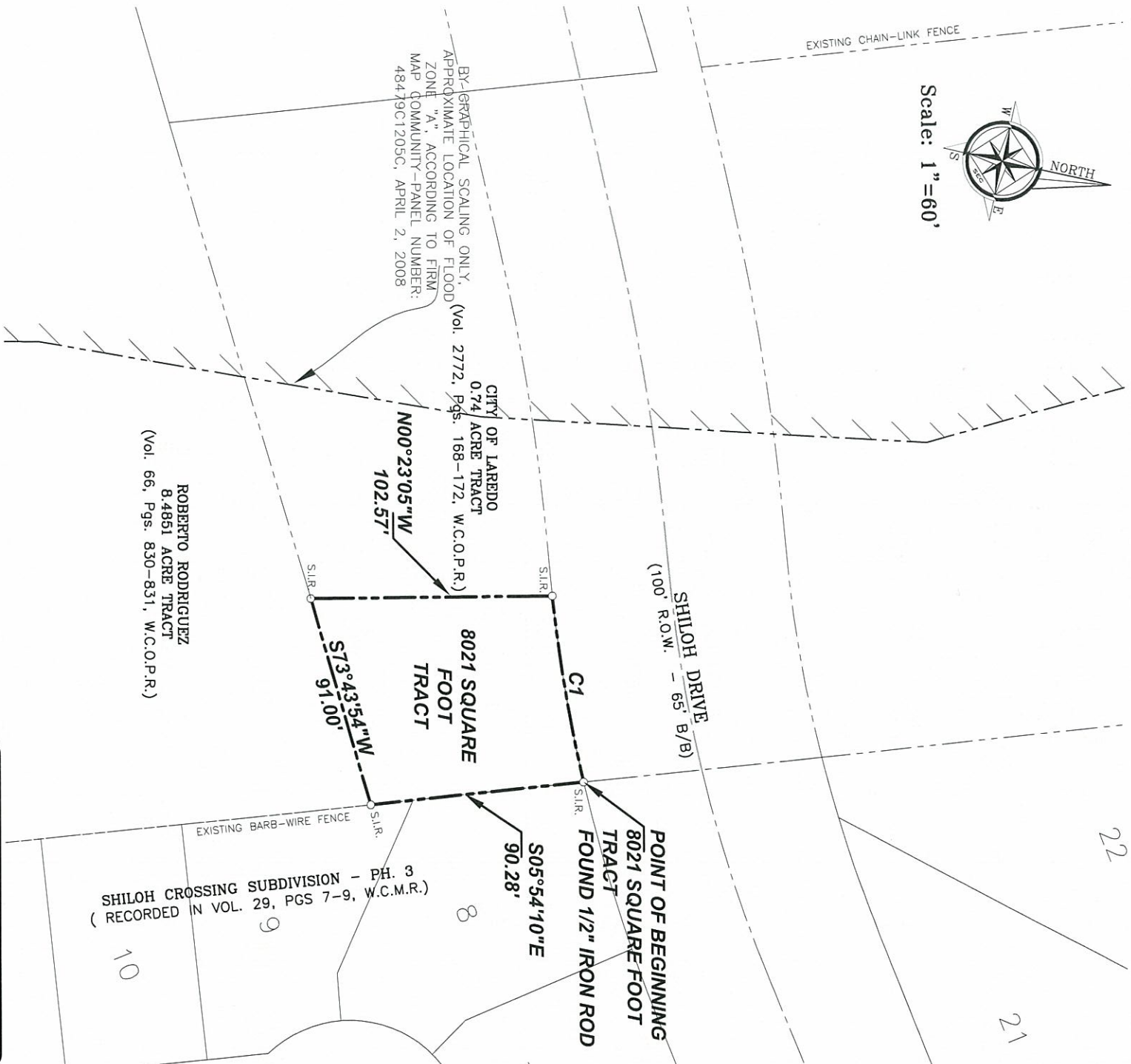

R.P.L.S. No. 5862-Texas


Current Date





Scale: 1" = 60'



LEGEND
 O S.I.R. = SET 1/2" IRON ROD
 O F.I.R. = FOUND 1/2" IRON ROD

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	79.83'	668.65'	05°50'20"	79.78'	N80°49'30"E

NOTE:
 THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT

CERTIFICATE OF SURVEYOR

I THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION, ON THE GROUND, THAT THE CORNER MONUMENTS SHOWN WERE PROPERLY PLACED OR LOCATED UNDER MY SUPERVISION.

Francisco Estrada, IV
 FRANCISCO ESTRADA, IV, TEXAS R.P.L.S. No. 5862

10-05-13
 DATE



SURVEY OF

A tract of land containing 8021 Square Foot of land, more or less, situated in Porcion 23, Isodora Torres Vda. De Garcia, original grantee, Abstract 283, Webb County, Texas being out of a 0.74 acre tract as conveyed to the City of Laredo as recorded in Volume 2772, Pages 172, Webb County Official Public Records.

FLOOD NOTE:
 BY GRAPHIC PLOTTING ONLY (AREAS OF MINIMAL FLOODING) OF THE FLOOD INSURANCE RATE MAP, SUBJECT IS PARTIALLY LOCATED IN A FLOOD PLAIN ACCORDING TO FIRM MAP COMMUNITY-PANEL NUMBER 48479C1205C, APRIL 2, 2008

Drawn By	:RXI
Checked By	:FE
Approved By	:FE
Date	:10/03/2013
Revision	:0
Project No.	: 8117.00



**SHERFEY
 ENGINEERING
 COMPANY, L.L.C.**

104 Del Court
 Suite 400
 Laredo, Texas 78041
 (956) 791-3511

City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Horacio A. De Leon, City Manager

Staff Source: Rogelio Rivera, P.E., City Engineer; Arturo Garcia, CD Director

SUBJECT

Consideration for approval of change order no. 3 to add one hundred sixty-six (166) calendar days to the design/build contract with Sunset Pools, Laredo, Texas, for the CDBG Freddy Benavides Recreational (Sisters of Mercy) Water Feature (Lazy River) adjacent to the City of Laredo Cigarroa Recreation Center Swimming Pool at 2201 Zacatecas Street for rain days and additional material delays and testing for concrete designs and for work stoppage. Current contract amount with this change order is \$1,498,900.00. Completion time for the project is scheduled for February 2018. There is no financial impact.

PREVIOUS COUNCIL ACTION

On December 12, 2016, City Council approved change order no. 1 an increase of \$198,900.00 to the design/build contract with Sunset Pools, Laredo, Texas, for the CDBG Freddy Benavides Recreational (Sisters of Mercy) Water Feature (Lazy River) adjacent to the City of Laredo Cigarroa Recreation Center Swimming Pool at 2201 Zacatecas Street to add restrooms and showers and a perimeter security fence and to add sixty (60) calendar days to the construction contract time.

BACKGROUND

The original scope of services include, but is not limited to the following:

1. Build 4936 square feet of Lazy River (4 feet deep and 9 feet wide).
2. Build a kiddie Pool area consisting of approximately 2232 square feet. This project consists of a beach entrance in a pebble finish leading to a 4 foot deep area of water. (Note this area includes 3 play structures: 1 bucket play structure, 1 (one) 8 ft. high mushroom and 6 Pentair LED Lighted bubblers).
3. Two slides 50 foot long each with a height of about 20 feet high).
4. One Kiddie pool water feature with water slides and various sprays and buckets).
5. Six Color Lighted Bubblers on shallow area of Kiddie Pool).
6. Build six new showers on lazy river area next to equipment room. All necessary equipment and plumbing as per city codes and specs.
7. Connect deck areas between Lazy river and existing pool.
8. All Engineering, Design and testing fees are included in the contract price.
9. Including all ADA certifications and city, state and federal requirements.

This change order no. 3 is to add one hundred sixty-six (166) calendar days to the construction contract time for rain days and additional material delays and testing for concrete designs and for work stoppage.

Original contract amount (Approved by City Council on January 26, 2016)	\$1,300,000.00
Change order no. 1 (Approved by City Council on December 12, 2016) To add restrooms and showers and a perimeter security fence and to add sixty (60) calendar days to the construction contract time.	\$198,900.00
Change Order No. 2 (Approved by City Manager on August 25, 2017) To add ninety (90) calendar days to the construction contract time.	\$-0-
This change order no. 3	\$-0-
Current contract amount	\$1,498,900.00

Completion time for the project is scheduled for February 2018.

COMMITTEE RECOMMENDATION

N/A.

STAFF RECOMMENDATION

Approval of Motion.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

No Financial Impact.

City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Horacio A. De Leon, City Manager

Staff Source: Rogelio Rivera, P.E., City Engineer; Nathan Bratton, Planning and Zoning Director

SUBJECT

Consideration for approval of award of construction contract to the lowest bidder, Martinez Paving Co., Inc., Laredo, Texas, in the amount of \$689,657.49 for the Riverbank Drive Extension with a construction contract time of one hundred twenty (120) calendar days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. Completion date for the project is scheduled for May 2018. Funding is available in the 2016 CO Issue. This item is contingent upon approval of Resolution 2018-R-15.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The project is located in the Villa San Agustin Subdivision area in Northwest Laredo and will extend Riverbank Drive between Entrada Loop and Zebra Drive approximately 570 L.F. with minimum 41 feet wide back to back pavement, concrete curb/gutter, sidewalks, railing, lighting, utilities and a drainage structure.

Plans and specifications were prepared by Camacho Hernandez & Associates, Inc., San Antonio, Texas.

Eight (8) bids were received at the City Secretary’s Office at 3:00 P.M. on Thursday, December 7, 2017, and publicly opened, read, and taken under advisement on Friday, December 8, 2017, at 11:00 A.M. as follows:

Contractor (s)	Base Bid
Martinez Paving Co., Inc. Laredo, Texas	\$689,657.49
Romo Contractors, LLC. Laredo, Texas	\$689,720.00
Sal Construction Management Weslaco, Texas	\$694,360.64 (Corrected Bid)
ALC Construction, Inc. Laredo, Texas	\$712,761.30

Laredo Concrete Cutting and Sandblasting Laredo, Texas	\$747,500.00
Reim Construction, Inc. Mission, Texas	\$778,806.50
ABBA Construction, LLC. Laredo, Texas	\$992,599.59 (Corrected Bid)
Altus Construction, LLC. Laredo, Texas	\$1,177,126.10

The bid and bid bonds for Martinez Paving Co., Inc., Laredo, Texas, were checked and found to be in order. Staff therefore concurs with consultant and recommends award in the amount of \$689,657.49 to the lowest bidder Martinez Paving Co., Inc., Laredo, Texas.

Construction contract time is one hundred twenty (120) calendar days after notice to proceed is issued. Completion date for the project is scheduled for May 2018.

COMMITTEE RECOMMENDATION

N/A.

STAFF RECOMMENDATION

Approval of Motion.

Fiscal Impact

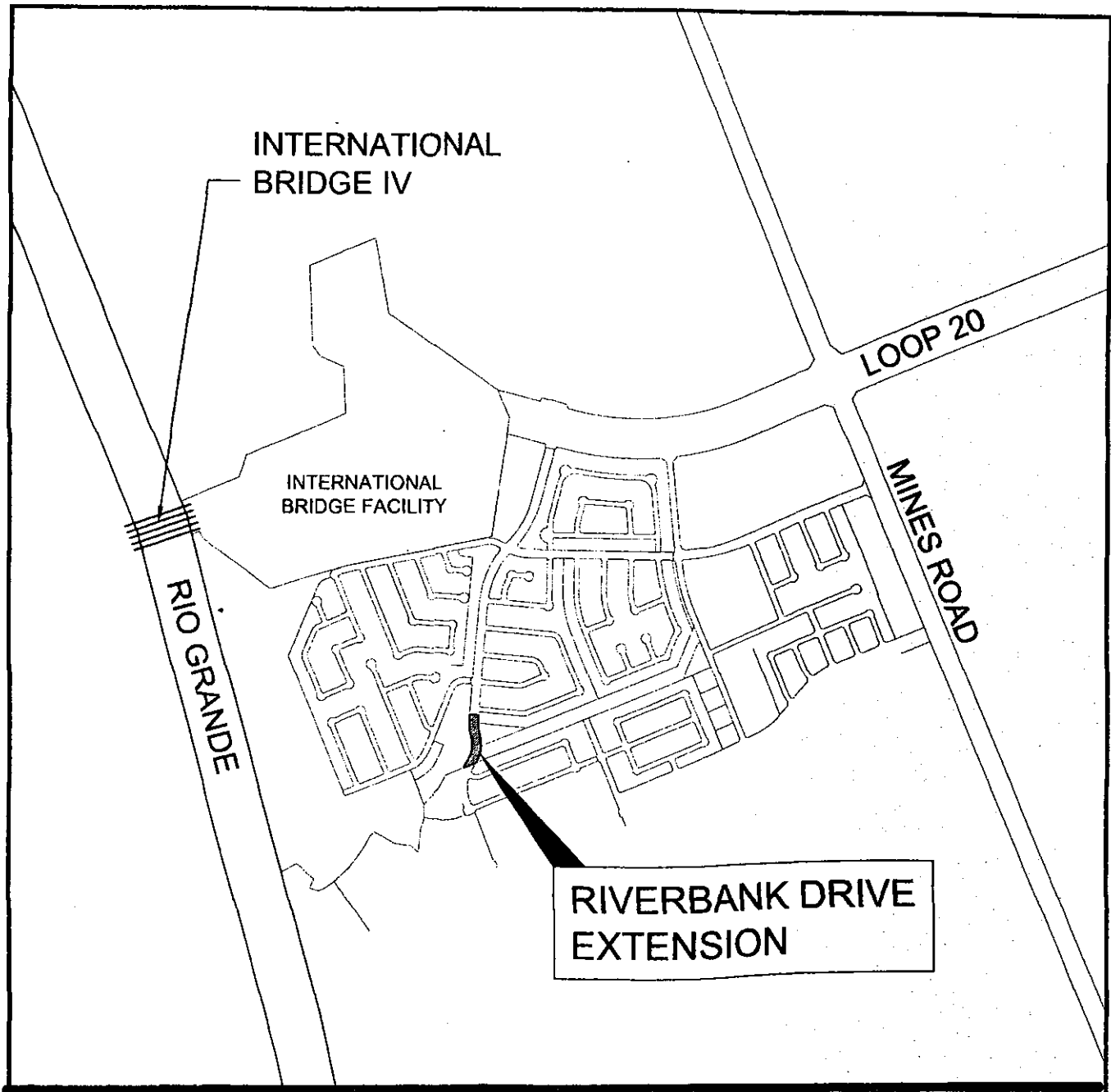
Fiscal Year: 2017
Budgeted Y/N?: Yes
Source of Funds: 2016 CO Issue
Account #: 470-9853-535-9721
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available in the 2016 CO Issue.
Account No. 470-9853-535-9721

Attachments

Site Map and Bid Submitted by Martinez Paving Co., Inc.



CONSIDERATION FOR APPROVAL OF AWARD A CONSTRUCTION CONTRACT TO THE LOWEST BIDDER FOR THE RIVERBANK DRIVE EXTENSION

City Council Meeting
January 16, 2018

CITY OF LAREDO
ENGINEERING DEPARTMENT
1110 HOUSTON ST. P.O. BOX 579 PH. 791-7346 FAX (210) 791-7496

AGENDA ITEM

BID PROPOSAL

To: The City of Laredo, Texas

#8

Honorable Pete Saenz, Mayor

From: Martinez Paving Co. Inc.
Contractor

Address: P.O. Box 440429 Laredo, TX 78044
Phone: 950-791-4102
Fax: 950-791-8804

Project: Riverbank Drive Extension

Pursuant to Notice to Bidders, the undersigned bidder hereby proposes to furnish the labor, materials, and equipment in accordance with the plans and specifications, general conditions of the agreement, special provisions of the Agreement, and Addenda, if any. The bidder binds himself upon acceptance of his proposal to execute a contract and bonds accompanying form of performing and completing the said work within the time stated as required by the detailed specifications at the following unit prices. The quantities shown below are based on the Engineer's estimate of quantities and it is agreed that the quantities may be increased or diminished, and may be considered necessary in the opinion of the City of Laredo, Texas to complete the work fully as planned and contemplated, and that all quantities of work, either increased or decreased, are to be performed at the unit prices set forth below (except as provided in the General Conditions of the Agreement or the specifications, the contract documents).

Acknowledgment of Addenda: (Please initial and date):

Addendum No. 1: AMS 12-6-17
Addendum No. 2: _____
Addendum No. 3: _____
Addendum No. 4: _____
Addendum No. 5: _____

Acknowledgment of other documents: (Please initial and date):

Wage Determination: _____

Labor Provisions: AMS 12-6-17

Affirmative Action Program: AMS 12-6-17

Project: Riverbank Drive Extension

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS ()

COUNTY OF WEBB ()

George Martinez
being first duly sworn, deposes and says

That he is Vice-President of Martinez Paving Co. Inc.
(a Partner or Officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

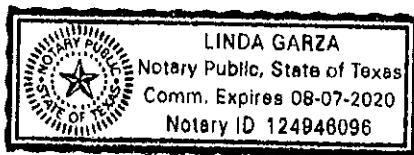
[Signature]
Signature of

Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 7th day of December, 20-17

[Signature]
Notary Public

My Commission expires
August 7, 2020



**INFORMATION FROM BIDDERS
MUST BE COMPLETED AND SUBMITTED WITH BID PROPOSAL**

Project: Riverbank Drive Extension

Statement of Qualifications: (Similar Projects Completed by Bidder)

1.	Name of Project:	D&J Alexander Unit 27
	Value of Contract:	\$4,471,074
	Date Completed:	November 2017
2.	Name of Project:	The Coves at Winfield Ph 1
	Value of Contract:	\$6,756,316
	Date Completed:	October 2017
3.	Name of Project:	Bartlett Extension Project
	Value of Contract:	\$6,250,000
	Date Completed:	January 2017

Experience Data: (Include name and experience record of the Superintendent)

Charles Woelfler over thirty years of experience in the construction industry. He recently completed The Coves at Winfield Ph 1 project in October 2017.

Financial Status: A confidential financial statement will be submitted by the apparent successful low Bidder only if the Owner deems it necessary.

**NOTE: TO BE SUBMITTED UPON REQUEST
IS NOT AN ACCEPTABLE ANSWER.**

Project: Riverbank Drive Extension

Proposed Progress Schedules:

General items 14 days
Street Construction 84 days
Storm Drainage 12 days
Traffic Signs 7 days
Storm Water 21 days
Water Distribution 42 days

Data on Equipment to be used on the Work: (Include the number of machines, the type, capacity, age and conditions and location)

scraper, motor grader, loader, backhoe, water truck
rollers, excavator, paving machine

Subcontractors: (Submit a list of proposed Subcontractors. List sources, types and manufacturers of proposed materials)

None

NOTE: TO BE SUBMITTED UPON REQUEST

IS NOT AN ACCEPTABLE ANSWER.

CITY OF LAREDO
 ENGINEERING DEPARTMENT
 BID SCHEDULE

PROJECT: Riverbank Drive Extension

Item No.	Estimated Qty.	Unit	Description of item with Unit Price Written in Words	Unit Price (in numbers & words)	Amount
GENERAL ITEMS					
1	1	L.S.	MOBILIZATION, COMPLETE AND IN PLACE	fifteen thousand dollars and no cents (\$15,000.00)	\$15,000.00
2	7	ACRE	SITE CLEARING, COMPLETE AND IN PLACE	one thousand two hundred fifty dollars and no cents (\$1,250.00)	\$8,750.00
3	5,100	S.F.	REMOVE/DISPOSE OF EXISTING CONCRETE PILOT CHANNEL, COMPLETE AND IN PLACE	three dollars and seventy-seven cents (\$3.77)	\$19,277.00
STREET CONSTRUCTION					
4	6,500	C.Y.	STREET EXCAVATION, COMPLETE AND IN PLACE	two dollars and sixty-four cents (\$2.64)	\$17,160.00
5	2,000	C.Y.	STREET EMBANKMENT, COMPLETE AND IN PLACE	three dollars and eighty-two cents (\$3.82)	\$7,640.00
6	8,000	C.Y.	EMBANKMENT (LOSE ONSITE), COMPLETE AND IN PLACE	three dollars and thirty-six cents (\$3.36)	\$26,880.00
7	1,060	L.F.	CURB AND GUTTER (TYPE A) COMPLETE AND IN PLACE	twelve dollars and twenty cents (\$12.20)	\$12,932.00
8	6,385	S.F.	6' CONCRETE SIDEWALK, COMPLETE AND IN PLACE	four dollars and forty-five cents (\$4.45)	\$28,413.25
9	2,180	S.Y.	2" TYPE C OR D H.M.A.C., COMPLETE AND IN PLACE	thirteen dollars and sixty-four cents (\$13.64)	\$29,735.20
10	2,180	S.Y.	4" TYPE A H.M.A.C., COMPLETE AND IN PLACE	twenty-seven dollars and twenty cent (\$27.20)	\$59,296.00
11	2,180	S.Y.	14.5" FLEX BASE, TYPE B, GRADE 2, COMPLETE AND IN PLACE	twenty-two dollars and seventy-seven cents (\$22.77)	\$49,638.60
12	355	S.Y.	7" FLEX BASE, TYPE B, GRADE 2, UNDER CURB, COMPLETE AND IN PLACE	twelve dollars and no cents (\$12.00)	\$4,260.00
13	2,535	S.Y.	6" MOISTURE CONDITIONED SUBGRADE, COMPLETE AND IN PLACE	one dollar and fifty cents (\$1.50)	\$3,802.50
14	2,535	S.Y.	PRIME COAT (SPEC. 516), COMPLETE AND IN PLACE	one dollar and eighty cents (\$1.80)	\$4,563.00

Item No.	Estimated Qty.	Unit	Description of item with Unit Price Written in Words	Unit Price (in numbers & words)	Amount
15	2,535	S.Y.	TACK COAT (SPEC. 518), COMPLETE AND IN PLACE	one dollar and fifty cents (\$1.50)	\$3,802.50
STORM DRAINAGE IMPROVEMENTS					
16	360	S.Y.	EROSION CONTROL BLANKET, COMPLETE AND IN PLACE	eleven dollars and twenty-five cents (\$11.25)	\$4,050.00
17	3,535	C.Y.	CHANNEL EXCAVATION, COMPLETE AND IN PLACE	four dollars and twenty-five cents (\$4.25)	\$15,023.75
18	35	C.Y.	CHANNEL EMBANKMENT, COMPLETE AND IN PLACE	ten dollars and no cents (\$10.00)	\$350.00
19	1,655	S.Y.	HYDROMULCH/SEEDING, COMPLETE AND IN PLACE	two dollars and forty-three cents (\$2.43)	\$4,021.65
20	1,590	S.F.	6" CONCRETE PILOT CHANNEL, COMPLETE AND IN PLACE	eight dollars and ninety-five cents (\$8.95)	\$14,230.50
21	182	C.Y.	(3) 7'x4' M MULTIPLE BOX CULVERT, COMPLETE AND IN PLACE	nine hundred forty-seven dollars and seventy-five cents (\$947.75)	\$172,490.50
22	140	C.Y.	CONCRETE HEADWALLS, COMPLETE AND IN PLACE	two hundred seventy-seven dollars and no cents (\$277.00)	\$38,780.00
23	1	EA.	20' CURB INLET, COMPLETE AND IN PLACE	seven thousand dollars and no cents (\$7,000.00)	\$7,000.00
24	76	L.F.	30" REINFORCED CONCRETE PIPE, COMPLETE AND IN PLACE	eighty dollars and no cents (\$80.00)	\$6,080.00
25	7,475	S.F.	5" CONCRETE RIP-RAP, COMPLETE AND IN PLACE	five dollars and sixty-four cents (\$5.64)	\$42,159.00
26	252	L.F.	SIDEWALK BRIDGE RAILING, COMPLETE AND IN PLACE	fifty-nine dollars and seventy-seven cents (\$59.77)	\$15,062.04
TRAFFIC SIGNS					
27	1	EA.	STOP SIGN WITH POLE, COMPLETE AND IN PLACE	seven hundred twenty-five dollars and no cents (\$725.00)	\$725.00
28	2	EA.	STREET SIGN, COMPLETE AND IN PLACE	seven hundred forty-five dollars and no cents (\$745.00)	\$1,490.00
STORM WATER CONTROLS					
29	2,550	L.F.	SILT FENCE, COMPLETE AND IN PLACE	two dollars and sixty-five cents (\$2.65)	\$6,757.50
30	1	EA.	CONSTRUCTION ENTRANCE, COMPLETE AND IN PLACE	one thousand dollars and no cents (\$1,000.00)	\$1,000.00

Item No.	Estimated Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price (in numbers & words)	Amount
31	1	EA.	CONCRETE WASHOUT PIT, COMPLETE AND IN PLACE	eight hundred dollars and no cents (\$800.00)	\$800.00
32	25	L.F.	INLET PROTECTION, COMPLETE AND IN PLACE	ten dollars and no cents (\$10.00)	\$250.00
33	40	L.F.	ROCK BERM, COMPLETE AND IN PLACE	eighteen dollars and no cents (\$18.00)	\$720.00
WATER DISTRIBUTION SYSTEM					
34	505	L.F.	12" PVC C-900 PIPE (DR-14), COMPLETE AND IN PLACE	fifty-seven dollars and no cents (\$57.00)	\$28,785.00
35	1	EA.	2" SINGLE SERVICE W/ METER BOX (SHORT), COMPLETE AND IN PLACE	one thousand six hundred ninety-five dollars and no cents (\$1,695.00)	\$1,695.00
36	1	EA.	HYDROSTATIC TEST & CHLORINATION, COMPLETE AND IN PLACE	one thousand two hundred fifty dollars and no cents (\$1,250.00)	\$1,250.00
37	505	L.F.	TRENCH EXCAVATION PROTECTION	one dollar and fifty cents (\$1.50)	\$757.50
38	1	EA.	1" AIR RELEASE VALVE, COMPLETE AND IN PLACE	four thousand two hundred eighty-five dollars and no cents (\$4,285.00)	\$4,285.00
39	2	EA.	WATER LINE TIE-IN TO EXISTING LANES, COMPLETE AND IN PLACE	two thousand four hundred fifty dollars and no cents (\$2,450.00)	\$4,900.00
40	40	L.F.	24" STEEL CASING WITH SPACERS, COMPLETE AND IN PLACE	one hundred ninety-five dollars and no cents (\$195.00)	\$7,800.00
41	1	EA.	STANDARD FIRE HYDRANT, COMPLETE AND IN PLACE	five thousand five hundred ninety-five dollars and no cents (\$5,595.00)	\$5,595.00

STREET LIGHTS SYSTEM

42	1	L.S.	STREET LIGHT'S SYSTEM ALLOWANCE	\$12,500.00	\$12,500.00
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TOTAL BASE BID AMOUNT \$689,657.49

TOTAL BASE BID WRITTEN IN WORDS: six hundred eighty-nine thousand six hundred fifty-seven
dollars and forty-nine cents

Martinez Paving Co. Inc.

Contractor


 Signature George Martinez

Vice-President

Title

P.O. BOX 440429	Laredo, Texas	78044-0429
Address	City/State	Zip Code

Telephone Number: 956) 791-4102

Fax Number: 956) 791-8804

Date: 12/7/2017

NOTE: ALL BID ITEMS WILL BE PAID FOR WHEN COMPLETE IN PLACE, TESTED, AND ACCEPTED BY THE OWNER.

BID BOND

**Travelers Casualty and Surety Company of America
Hartford, CT 06183**

KNOWN ALL BY THESE PRESENTS, That we, Martinez Paving Company, Inc.,
as Principal, and Travelers Casualty and Surety Company of America, as Surety, are
held and firmly bound unto City of Laredo, as
Obligee, in the sum of Five Percent Greatest Amount Bid
Dollars (5% G.A.B.) for the payment of which we bind ourselves, and our
successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a
contract for Riverbank Drive Extension: Southwest of Intersection Loop 20 and Mines Road
Street, Sidewalks, Water, Sewer and Storm Drainage Installation ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid,
and Principal enters into a contract with Obligee in conformance with the terms of the
bid and provides such bond or bonds as may be specified in the bidding or contract
documents, then this obligation shall be void; otherwise Principal and Surety will pay to
Obligee the difference between the amount of Principal's bid and the amount for which
Obligee shall in good faith contract with another person or entity to perform the work
covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed
the penal sum of this bond.

Signed this 8th day of December, 2017.

Martinez Paving Company, Inc.

(Principal)

By: 

Travelers Casualty and Surety Company of America

By: 

Araceli Zuniga

, Attorney-in-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227995

Certificate No. 007280818

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Robert R. Garza, Richard Garza, Debra A. Garza, Mary Martinez, and Araceli Zuniga

of the City of Mercedes, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 27th day of June, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford

By: [Signature]
Robert L. Rancey, Senior Vice President

On this the 27th day of June, 2017, before me personally appeared Robert L. Rancey, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Travelers Casualty and Surety Company of America and its affiliates' toll-free telephone number for information or to make a complaint at:

1-800-328-2189

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact your Agent or Travelers first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.

Mariner Trading Co. Inc.

JUL 1 1950 - 7 PM 12: 20

CITY SECRETARY'S OFFICE

#8

City Secretary's Office
1110 Houston St., 3rd Floor
City Hall Building

"Riverbank Drive Extension"

Bid

RECEIVED

JUL 1 1950 - 7 PM 12: 26

City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Horacio A. De Leon, City Manager

Staff Source: Rogelio Rivera, P.E., City Engineer; Graciela S. Briones, Asst. Parks and Leisure Director

SUBJECT

Consideration for approval of the selection of consultant for the El Eden Park Improvements located at 4735 Loma Vista Drive for design, preparation of plans and specifications to include a splash park, sidewalks, shade structures, picnic tables, benches, landscaping, lighting, and other amenities deemed necessary; and authorization to negotiate a professional services contract. There is no financial impact.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Four (4) firms responded to the request for qualifications on Friday, November 17, 2017, at 4:00 P.M. as follows:

1. Slay Engineering Company, Inc., Laredo, Texas
in association with:
 - *KCA Engineers, Inc., San Antonio, Texas
 - *RVK Architects, San Antonio, Texas
 - *Lundy and Franke Engineering, Inc., San Antonio, Texas
2. Sherfey Engineering Company, L.L.C., Laredo, Texas
in association with:
 - *Crane Engineering, Laredo, Texas
 - *Synergy Structural Engineering, Inc., Laredo, Texas
 - *Lozano Engineering and Consulting, Laredo, Texas
3. Sunset Pools, Laredo, Texas
in association with:
 - *Aquatic Excellence, Austin, Texas
 - *Terra South Engineering, Laredo, Texas
 - *Pros Consulting, Indianapolis, Indiana
4. JHS Architect and Metaform Studio, Laredo, Texas
in association with:
 - *Nicholson Innovations/Luck Design Team, Schertz, Texas
 - *S&B Infrastructure, Laredo, Texas
 - *Trinity MEP Engineering, Weslaco, Texas
 - *Synergy Structural Engineering, Inc., Laredo, Texas

*Core Design Studio, Houston, Texas

Scope of services include, but are not limited to:

Design, preparation of plans and specifications for park improvements for the above referred project to include a splash park, sidewalks, shade structures, picnic tables, benches, landscaping, lighting, and other amenities deemed necessary all per Federal, State, and City requirements. Professional services also include limited construction supervision, assisting in bidding process, review of contractor's submittals / invoices, and assisting in project close out.

The staff committee composed of several City Departments evaluated the submittals based on the City's standard selection criteria (capability to perform, professional background, quality of projects, etc.).

The final ranking of the top three firms is as follows:

1. Sherfey Engineering Company, L.L.C., Laredo, Texas
2. Slay Engineering Company, Inc., Laredo, Texas
3. JHS Architects and Metaform Studio, Laredo, Texas

The three responders have the professional background and expertise to develop a quality project for the City of Laredo.

COMMITTEE RECOMMENDATION

N/A.

STAFF RECOMMENDATION

Approval of Motion.

Fiscal Impact

Fiscal Year: 2018

Budgeted Y/N?:

Source of Funds: CDBG

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

No financial impact.

City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Cynthia Collazo, Deputy City Manager

Staff Source: Hector F. Gonzalez, MD, MPH, Director of Health

SUBJECT

Consideration to reject sole proposal for RFP FY18-014 to help address homelessness through case management of persons and navigation of services to assure the continuum of care and provide social, housing and health services to the homeless and requesting approval to re-solicit this RFP in an effort to obtain a larger pool of qualified vendors. Funding is available in the Health Department budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

Motion to consider RFP was approved on August 7, 2017, and funding was approved during the FY 17-18 Budget Workshop.

BACKGROUND

This contract (FY18-014) is intended to provide navigation and case management to homeless persons and link them to services and agencies that can assist with housing, social, healthcare, behavioral health and substance use services needed for care, family support, and housing and provide follow-up to assure the continuum of care and service delivery. Specifically:

Caseworkers/navigators will coordinate with the City of Laredo Health Department, other city services (Community Development), and other community resources (211, homeless shelters, Homeless Coalition, faith-based organizations, and non-profits) and County services to maximize assistance to the homeless to gain self-sufficiency for health, social and housing services as well any co-occurring factors such as behavioral health, substance use and other family support, workforce, education and training services. Referrals from the city for housing, health and social services support are a priority for services by the agencies who are awarded the RFP.

Reporting of metrics (persons served, continuum of care, housing, health, workforce, social services, and behavioral health) will be conducted at least quarterly and/or as needed. Accounting must also be kept for all personnel actions (hiring, payroll, insurance, benefits) adhering to all federal and state labor and financial accounting rules and regulations.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council approve this motion.

Fiscal Impact

Fiscal Year: 2018

Budgeted Y/N?: Y

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N: N

FINANCIAL IMPACT:

None.

City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Monica C. Flores, Executive Director

Staff Source: Claudio Treviño Jr., Chief of Police; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award Contract number FY18-015 to Enterprise Rent-A-Car to provide rental vehicles for the Laredo Police Department in an estimated yearly cost of \$109,200.00; of which \$79,200.00 will be grant funded and \$30,000.00 from general fund. Approximately seven (7) to fifteen (15) vehicles are secured for use by the Auto Theft Task Force Grant working with the Police Department. The term of this contract is for a twenty four (24) month period and is contingent upon continued funding in future fiscal years. The contract may be extended for two additional (12) month periods each upon mutual agreement of the parties. Funding is currently available in the Police Department's Auto Theft Task Force Fund and General Fund.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received one bid for awarding a twenty four month contract for vehicle rental services for the Laredo Police Department. The contract pricing is for approximately seven to fifteen vehicles. These vehicles are changed every six months. Staff has reviewed the bid submitted and is recommending that a contract be awarded to Enterprise Rent-A-Car. Enterprise is a local vendor, and due to our established relationship with Enterprise, Auto Theft officers are able to choose a vehicle that suits their operational needs without additional costs. The grant covers a maximum of \$600 per vehicle, the difference is paid by General Fund. The maximum cost that the Police Department will incur per vehicle is \$950 of which \$600 are grant funded and \$350 will be funded through general fund.

<u>Description</u>	<u>Qty</u>	<u>Price</u>
Full size 1/2 Ton Extended Cab Truck	1	No bid
Full size 1/2 Ton Crew Cab Truck	1	\$950.00
Full size 3/4 Ton Extended Cab Truck	1	No bid
Extended size 3/4 ton Crew Cab Truck	1	No bid
Full size SUV 1/2 Ton Suburban	1	\$1,275.00
Full size SUV 1/2 ton	1	\$1,275.00

Full size SUV	1	\$1,075.00
Midsized SUV	1	\$950.00
Full size domestic passenger car	1	\$800.00
Mid size domestic /foreign passenger car	1	\$800.00
Deep tint windows	1	\$200.00
Tint removal	1	\$200.00
Remote alarm service	1	\$150.00
Remote alarm system per month	1	No bid
Engine KM (Engine Kill)	1	No bid
Delivered in Laredo	1	\$50.00
Delivered in San Antonio within 175 mi radius	1	\$100.00

COMMITTEE RECOMMENDATION

It is recommended that this contract be awarded.

STAFF RECOMMENDATION

It is recommended that this contract be awarded.

Fiscal Impact

Fiscal Year: 2018
Budgeted Y/N?: Y
Source of Funds: Grant and General Fund
Account #: 222-2355 & 101-2322
Change Order: Exceeds 25% Y/N: N/A

FINANCIAL IMPACT:

Funds are available in the AutoTheft Task Force Fund and General Fund, contractual services, "Rental of Equipment" line item budget. The grant covers a maximum of \$600 per vehicle and the difference is paid by General Fund.

Attachments

Bid FY18-015
Tabulation



***CITY OF LAREDO
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS***

**FORMAL BID
LAREDO POLICE DEPARTMENT
RENTAL CAR SERVICES
Public Notice**

The City of Laredo Purchasing Division is now accepting formal bids, for awarding a twenty four months contract for rental of cars use for official municipal business.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website:
http://www.cityoflaredo.com/Purchasing/Purchasing_Index.htm

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M** on **December 11, 2017**; and all bids received will be **opened and read publicly at 3:00 PM** at the Office of the City Secretary on **December 12, 2017**.

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Rental Car Services
FY18-015

Proposals are to be mailed: City of Laredo – City Secretary Jose A. Valdez City Hall – Third Floor PO Box 579 Laredo, Texas 78042-0579	Hand Delivered: City of Laredo – City Secretary Jose A. Valdez City Hall – Third Floor 1110 Houston Laredo, Texas 78040
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The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.



City of Laredo Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a twenty four month contract for rental cars used for official municipal business.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: http://www.cityoflaredo.com/Purchasing/Purchasing_Index.htm. Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M** on **December 11, 2017**; and all bids received will be **opened and read publicly at 3:00 P.M. on December 12, 2017** at the Office of the City Secretary.

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The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS _____ DAY of _____.

Jose A. Valdez
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.
- (b) **Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.**
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- (f) **The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.**

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.
- (c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a minimum period of **sixty (60), or up to ninety (90) days**. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract.

**CITY OF LAREDO
PURCHASING DIVISION**

A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven calendar days prior to the scheduled bid deadline a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum may be e-mailed or obtained online at the City of Laredo website for bids. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

- (a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
 - (b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
 - (c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
 - (d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

- (a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
- (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than

**CITY OF LAREDO
PURCHASING DIVISION**

the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

- (a) This contract will be awarded to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.
- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
- (e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
- (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
 - 1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
 - 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
 - 3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

- (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
- (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.
- (e) For any inquires on payment status or general billing questions please contact:
Jorge J. Jolly, Accounts Payable Manager
956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St. Laredo, TX 78040

12.0 INSURANCE REQUIREMENTS

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

- (a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.
- (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- (c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- (d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- (e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.
- (f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
 1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
 2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance.
 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
 7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
 8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
 9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
- (g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
 1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
- (h) Certificates of insurance are subject to review and approval from the City of Laredo Risk Manager.
- (i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) ****Upon Award of Bid Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

CITY OF LAREDO
PURCHASING DIVISION

FORMAL BID
LAREDO POLICE DEPARTMENT
RENTAL CAR SERVICES

Notice is hereby given that the City of Laredo is now accepting formal bids, for awarding a twenty four months contract for rental cars used for official municipal business. Bidders should read the specifications carefully.

14.0 General Conditions:

- 14.1 Bidders are required to submit their bids upon the following expressed conditions:
Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the requested specifications. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- 14.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.
- 14.3 All forms stated under section 13.4 of the City of Laredo Terms & Conditions must be completed and submitted for bid consideration. There will be no substitutions, replacements, overruns, or back orders on any items. Shipping & handling or freight must be included on bid price schedule. No partial shipments will be accepted. Additional charges if any must be disclosed within the bid price schedule. Additional fees may include but are not limited to: any surcharges, setup fees, printing, stitching, hemming, alterations, professional fees, service fees, environmental fees, etc. Note: any fees may be absorbed into unit price without additional statement.
- 14.5 All questions for this bid shall be submitted in writing or by email no later than, **November 27, 2017** to:
Sgt. Armando Elizondo
Police Department
956 795 2906
Or Lieut. Ruben Yañez
956 795 2339
4812 Maher
Laredo, TX, 78041

15.1 Scope:

The City of Laredo is requesting bid pricing for awarding a contract for securing rental cars used for municipal enforcement operations. The City of Laredo is requesting bid pricing for awarding a contract for the rental of seven to fifteen vehicles. Vehicles will be secured using a duly approved purchase order.

16.0 General Requirements:

- 16.1 The City of Laredo will solicit contract pricing on various types of vehicles. All vehicles must be presented to the City personnel in good physical and mechanical condition.
- 16.2 The vehicles must be of the production year and must comply with all safety requirements in accordance to Federal, ICC, and State Highway regulations.

**CITY OF LAREDO
PURCHASING DIVISION**

- 16.3 The agency shall have the financial and service capability to provide continued services throughout the contract period.
- 16.4 The agency shall list any restrictions that will affect the City either financially or contractually.
16. The term of this contract shall be for a period of twenty four (24) months beginning as of the date of its execution. The contract may be extended for two, additional twelve (12) month periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional twelve month period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents.

In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City fully anticipates securing funding for completion of this contract; however the lease contract must provide an acceptable municipal funding out provision.

- 16.6 The vehicle shall be covered by the standard factory warranty.
- 16.7 The City will be responsible for all routine maintenance, such as oil changes, tires and minor repairs not covered by factory warranty.
- 16.8 The City will provide Liability and Collision and Comprehensive Insurance. A copy of such coverage will be provided to the Lessor.
- 16.9 The initial request will be for seven to fifteen vehicles. A combination of vehicle types and makes will be requested due to the type of law enforcement operation. These vehicles will be exchanged every six months or by special request, but no sooner than six months from time of delivery.
- 16.10 The Lessor will provide a minimum of 2500 miles per month to be included in the monthly rate. Excess mileage will be charged at \$_____ per mile.
- 16.11 The vehicles shall be delivered without any dealer decals or advertisements. The vehicles will be used for surveillance and special operation use.

17.0 Insurance Requirements

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 12.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

18.0 Award of Bid:

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

- 18.1 The City's obligation for performance of this bid is contingent upon the availability of funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this formal bid becomes null and void.
- 18.2 The contract will be awarded to one vendor.

19.0 Term of Contract

The term of this contract shall be for a two year period, the contract can be extended and additional two year term after date of its execution. Should the vendor desire to extend the contract for the additional two years period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed on a month to month until basis a new contract is executed, not to exceed more than three (3) months.

- 19.1 In the event that the successful bidder has been unable to fulfill the requirements of this bid a second lowest may be selected. The City of Laredo will not be administered charges on any unfilled obligations by the vendor. Pricing must remain the same or price adjustments must be of mutual agreement from both parties and the City agrees to proceed with the bid, the purchase shall be executed.
- 19.2 The City reserves the right to renew or rebid this request for bids, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

20.0 Price Adjustment

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. Documentation may be emailed to mpescador@ci.laredo.tx.us

The City of Laredo reserves the right to cancel the bid if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

21.0 Vehicle Requirements:

- 21.1 A combination of vehicle types and makes will be selected. The vehicles are to be of the current production year and shall include the following: power steering, power brakes, automatic transmission, air conditioning, AM/FM stereo, radio with cassette/CD player, power windows, power door locks, outside powered mirrors, tinted glass, cloth seats, tilt steering wheel, cruise control.
- 21.2 Acceptable vehicles:
Full Size Extended Cab/Super Cab Trucks – Chevrolet, Dodge, Ford
Full Size SUV – Chevrolet Tahoe, Dodge Durango, Ford Expedition
Passenger Cars – Dodge Charger, Chrysler 300, Nissan Altima, Chevrolet Impala, Ford Taurus
- 21.3 Include a price schedule by vehicle type.
- 21.4 List any delivery charge to deliver vehicles to Laredo and any delivery charges if delivered within a 175-mile radius from Laredo, Texas.

22.0 DELIVERY CHARGES:

\$ _____ charge if delivered in Laredo.

\$ _____ charge if delivered in San Antonio or within a 175 miles radius.

**CITY OF LAREDO
PURCHASING DIVISION**

- 22.1 **DEEP TINTED WINDOWS:** All vehicles shall be equipped with factory-tinted windows. Deep tinted windows may be requested. 3M Scotch tint, front driver and passenger side windows at 35% tint, all other windows at 5% tint. List costs for deep tint by vehicle type.
- 22.2 **DEEP WINDOW TINT REMOVAL:** All units, except pick-ups, and sport utility that are returned with deep tint, not installed by Lessor will be charged a one time window tint removal fee of \$_____ if any.
- 22.3 **REMOTE ALARM SYSTEMS:** Lessor will provide an alarm system with two (2) Remote transmitters with 100' range, 118 db flat tone electronic siren, flashing led status indicator, door entry switches and motion sensor for \$_____ per vehicle, or \$_____ per month.
- 22.4 **ENGINE KILL:** Lessor will install a concealed switch engine kill for a one time charge of \$_____ per vehicle.
- 22.5 **PICK UP TOOL BOX:** Rawlson/Koenig Heavy Duty Steel Double Lock Tool Boxes or approved equal may be required. Approximate Dimensions, 45" wide, 20" deep and 17" high. \$_____ per month.
- 22.6 **PICK UP BED MAT AND TAILGATE GUARD:** All trucks are provided with a bed mat and tailgate protector for \$_____ month or a one time charge of \$_____.

23.0 PRICE SCHEDULE:

Item	Description	Monthly Rates	Make Model	Est. Vehicles per Month	Monthly Rates
1	Full size ½ ton Extended Cab Truck		Chevrolet Silverado, Ford F150 or equal	7	\$
2	Full Size ½ Ton Crew Cab Truck		Chevrolet, GMC, Dodge, Ford, Toyota or equal	7	\$
3	Full Size ¾ ton Extended Cab Truck		Chevrolet, GMC, Dodge, Toyota or equal	7	\$
4	Extended Size ¾ Crew Cab Truck		Dodge Quad, Chevrolet, Ford or equal	7	\$
5	Full Size SUV ½ ton Suburban		Chevrolet Suburban	7	\$
5a	Full size SUV ½ ton		Expedition SL, Yukon XL	7	\$
6	Full size SUV		Tahoe, Yukon, Expedition, Chevrolet Tahoe	7	\$
7	Mid Size SUV		Ford Runner, Pathfinder, Trailblazer, GMC Envoy or equal	7	\$
8	Full Size Domestic Passenger Car		Dodge Charger, Chrysler 300, Chevrolet Impala	7	\$

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9	Mid Size Domestic/Foreign Passenger Car		Nissan Altima, Ford Taurus or equal	7	\$
10	Deep Tint Windows			Per unit	\$
11	Tint Removal			Per unit	\$
12	Remote Alarm System			Per unit	\$
13	Remote Alarm System per month			Per unit	\$
14	Engine Kill			Per unit	\$
15	Pick Up Tool Box			Per Truck	\$
16	Pick Up Bed Mat and Tailgate Guard			Per Truck	\$

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

23.1 The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

24.0 Delivery
Delivery time for all items ordered under the terms and conditions of this contract are _____ working days from date of order.

Bidder's business hours: From: _____ a.m. to _____ p.m.

Days of week: _____

25.0 Required Forms and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Checklist

- Tab A - Company Information Questionnaire**
- Tab B - Signed Price Schedule**
- Tab C - Conflict of Interest Questionnaire**
- Tab D - Non-Collusive Affidavit**
- Tab E – Discretionary Contracts Disclosure**
- Tab F – Certificate of Interested Parties (Form 1295)**

26.0 **Tab A – Company Information Questionnaire**

Company Information Questionnaire:

Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

Name of Offeror (Business) _____

Signature _____ Date _____
of person authorized to sign bid

Print Name _____
of person authorized to sign bid

Title: _____

Business Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

Contact Person Email Address: _____

Federal Tax ID Number: _____

Bidders Principal/Corporate Place of Business Address: _____

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: _____

If applicable, list all other names under which the Business identified above operated in the last five years.

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No.

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Is any litigation pending against the Business? Yes / No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No.
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared “not responsive” for the purpose of any governmental agency contract award? Yes / No.

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No.

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No.

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business:

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

27.0 Tab C – Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040**, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-790-1825

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check box if applicable

I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Name

Signature

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date

29.0 Tab E – Discretionary Contracts Disclosure



City of Laredo Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 of the City's Ethics Code.

*This is a ___ New Submission or ___ Correction or ___ Update to previous submission.

***1. Name of person submitting this disclosure form.**

First M.I. Last Suffix

***2. Contract Information.**

a) Contract or Project name(s): _____

b) Originating Department(s): _____

***3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

_____ Name (Print)	_____ Signature	_____ Name (Print)	_____ Signature
_____ Name (Print)	_____ Signature	_____ Name (Print)	_____ Signature
_____ Name (Print)	_____ Signature	_____ Name (Print)	_____ Signature
_____ Name (Print)	_____ Signature	_____ Name (Print)	_____ Signature

***4. Lost any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

Name of partner, parent, or subsidiary business entity(ies): _____

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***5. List any individuals or entities that will be subcontractors on this contract.**

Not applicable. No subcontractors will be retained for this contract.

Subcontractors may be retained, but have not been selected at the time of this submission.

List of subcontractors: _____

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract: _____

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

- a) Any individual seeking contract with the city (Question 3)
- b) Any owner of officer of entity seeking contract with the city (Question 3)
- c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
- d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5)
- e) The spouse of any individual listed in response to (a) through (d) above
- f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

List of contributors: _____

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a “conflict of interest” issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

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I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest: _____

***Acknowledgements**

Updates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

No Contract with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Name (Print)

Signature

Title

Company or DBA

Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered.

If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

30.0 Tab F – Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

Implementation of House Bill 1295

25.1 Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

25.2 Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

[HB 1295](#)

Certificate of Interested Parties ([Form 1295](#))

New Chapter 46, Ethics Commission Rules:

[46.1. Application](#)

[46.3. Definitions](#)

[46.5. Disclosure of Interested Parties Form](#)

**CITY OF LAREDO
PURCHASING DIVISION**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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 USE ONLY
1. Name of business entity filing form, and the city, state, and country of the business entity's place of business.	
2. Name of governmental entity or state agency that is a party to the contract for which the form is being filed.	

3. Provide the identification number used by the governmental entity or state agency to track or identify the contract and provide a description of the goods or services to be provided under the contract.

4. Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5. Check only if there is NO Interested Party.

6. AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of Authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

City of Laredo
Bid Tabulation Report
FY18-015
Rental Car Services
December 12, 2017

Enterprise Rent-a-Car
San Antonio, Texas

Description	Qty	Quoted Price	Total Price
1 Full Size 1/2 Ton Extended Cab Truck	7	No Bid	\$ -
2 Full Size 1/2 Ton Crew Cab Truck	7	\$ 950.00	\$ 6,230.00
3 Full Size 3/4 Ton Extended Cab Truck	7	No Bid	
4 Extended Size 3/4 Ton Crew Cab Truck	7	No Bid	
5 Full Size SUV 1/2 ton Suburban	7	\$ 1,275.00	\$ 7,700.00
5a Full Size SUV 1/2 ton	7	\$ 1,275.00	\$ 7,700.00
6 Full Size SUV	7	\$ 1,075.00	\$ 6,825.00
7 Mid Size SUV	7	\$ 950.00	\$ 6,230.00
8 Full Size Domestic Passenger Car	7	\$ 800.00	\$ 5,250.00
9 Mid Size Domestic/Foreign Passenger Car	7	\$ 800.00	\$ 4,900.00
10 Deep Tint Windows	1	\$ 200.00	\$ 100.00
11 Tint Removal	1	\$ 200.00	\$ -
12 Remote Alarm System	1	\$ -	\$ 150.00
13 Remote Alarm System per Month	1	No Bid	\$ -
14 Engine KM (Engine Kill)	1	No Bid	\$ -
17 Delivered in Laredo	1	\$ 50.00	\$ 50.00
18 Delivered in San Antonio within 175mi radius	1	\$ 100.00	\$ -

Notes

1 Excess mileage will charge .20 per mile
Contact person:
Ean Holdings, LLC
Dave Schmidt
1505 Harry Wurzbach
San Antonio, Texas 78209
Delivery: 7 days
7:30 AM till 6 PM
Monday -Friday

City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Monica C. Flores, Executive Director

Staff Source: Claudio Treviño Jr., Chief of Police

SUBJECT

Consideration to authorize the purchase of ammunition for the Police Department in the amount of \$69,500.00 from Precision Delta Corporation, Ruleville, Mississippi through the BuyBoard Cooperative Purchasing Program’s Contract No. 524-17. Funding is available in the Laredo Police Department General Fund.

PREVIOUS COUNCIL ACTION

Approved the City of Laredo’s participation in the Buy Board Cooperative Purchasing Program.

BACKGROUND

Authorization is requested for the purchase of duty ammunition for the Police Department. This ammunition will be purchased from Precision Delta Corporation utilizing the BuyBoard contract No. 524-17.

Description	Quantity	Rate	Total
9MM 147 gr. JHP Ranger "T" Series 500 rd/cs	500	139.00	\$69,500

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

It is recommended that this action be authorized.

Fiscal Impact

Fiscal Year: 2018
Budgeted Y/N?: Y
Source of Funds: General Fund
Account #: 101-2366-522-2500
Change Order: Exceeds 25% Y/N: N

FINANCIAL IMPACT:

Funding for the purchase of this ammunition is available in the Laredo Police Department's General Fund Ammunition Line Item Budget.

City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Blasita Lopez, Executive Director of Tourism

Staff Source: Aileen Ramos, LCVB Director; Monica Flores, Executive Director; Amanda Tienda, 911 Program Manager; Linda Tays, 311 Program Coordinator; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew the annual contract FY17-012 for the purchase of promotional materials currently awarded for various vendors for the purchase of promotional materials in an estimated amount of \$102,000.00.

Authentic Promotions, Carmichael, California; LF Enterprise, Laredo, Texas; Specialties Plus, Franklin, N. California; Leon's Caps, Springfield, Texas; and TS and J, Inc., Johns Creek, Georgia.

Contracts are currently awarded for the purchase of promotional materials on an as needed basis by various city departments, including: Human Resources, 311 Customer Service, 911 (Admin and PSAP) and Convention and Visitors Bureau. The term allows for an additional one-year renewal option. Funding is available in the respective departments' budgets.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

Awarded contract FY17-012 on 12/05/2016 to Authentic Promotions, Specialties Plus, LF Enterprise, Leon's Caps and TS and J, Inc. in the estimated amount of \$102,000.

BACKGROUND

This annual contract establishes pricing on promotional materials. There will be no price increase during this extension period.

This is the last extension period for this contract.

Section II thru IV will be awarded by section to vendor(s). Section I will be awarded by items to various vendor as per CVB.

Bid prices are firm for a twelve-month period and department can request to make additional purchase as needed.

The signed extension letter is attached

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year: 2018

Budgeted Y/N?: Yes

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Promotional Supplies will be purchased for the various departments from their budgets

and will be purchased on as needed basis. The purpose of this contract is to establish

prices for the commodities or services needed should the city need to purchase these

commodities or services. The city's obligation for this annual contract beyond the current fiscal year is contingent upon availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Funding is available in the departments promotional material budget:

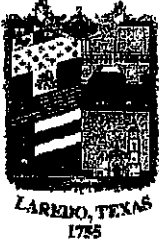
9 1 1 Administration 258 5568 523 8211

9 1 1 PSAP Administration 258 5568 522 3310

Convention & Visitor Bureau 250 5315 552 3210

Attachments

Promotional Material



City of Laredo Purchasing Division

December 16, 2017

Amy Warner
Authentic Promotions
6151 Fair Oaks Blvd
Carmichael, CA 95608

Re: Promotional Materials – Laredo Convention & Visitor Bureau
Contract FY17-012
Approved by City Council on December 5, 2016

Ms. Amy Warner,

A one year contract was awarded to Authentic Promotions on 12/05/16 for providing promotional materials for Laredo Convention & Visitor Bureau. The City of Laredo bid specifications included an option to extend the term of this contract for **one additional year period upon mutual consent of both parties.**

This letter is a formal request by the City of Laredo to extend contract FY17-012 with the same **specifications and pricing** for an additional twelve-month period. Please indicate your desire to accept or reject this contract extension.

The items awarded to Authentic Promotions. The purchase of these items from this award will be on a per needed basis

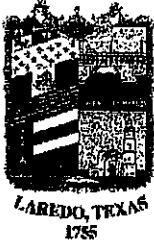
Section I
Item: 8-9-10-11-12-13 and 30

If you have any questions regarding this matter, please contact Miguel A. Pescador at (956) 790-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Authentic Promotions		
Accept <input checked="" type="checkbox"/>	Reject <input type="checkbox"/>	Date: _____
Authorized Signature: <u>Amy Warner</u>		
Print Name: <u>Amy Warner</u>		



City of Laredo Purchasing Division

December 16, 2017

Amy Warner
Authentic Promotions
6151 Fair Oaks Blvd
Carmichael, CA 95608

Re: Promotional Materials – Employee Health & Wellness Clinic
Contract FY17-012
Approved by City Council on December 5, 2016

Ms. Amy Warner,

A one year contract was awarded to Authentic Promotions on 12/05/16 for providing promotional materials for Employee Health & Wellness Clinic. The City of Laredo bid specifications included an option to extend the term of this contract for **one additional year period upon mutual consent of both parties.**

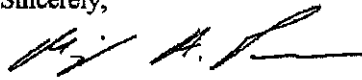
This letter is a formal request by the City of Laredo to extend contract FY17-012 with the same **specifications and pricing** for an additional twelve-month period. Please indicate your desire to accept or reject this contract extension.

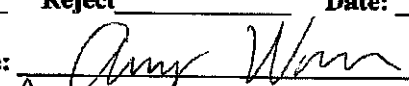
The items awarded to Authentic Promotions. The purchase of these items from this award will be on a per needed basis

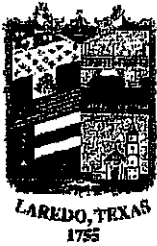
Section II
Item: 1-2-3-4-5-6-7-8-9-10-11-12-13

If you have any questions regarding this matter, please contact Miguel A. Pescador at (956) 790-1731.

Sincerely,


Miguel A. Pescador
Purchasing Agent

Authentic Promotions		
Accept <input checked="" type="checkbox"/>	Reject <input type="checkbox"/>	Date: _____
Authorized Signature: <u></u>		
Print Name: <u>Amy Warner</u>		



City of Laredo Purchasing Division

December 16, 2017

Amy Warner
Authentic Promotions
6151 Fair Oaks Blvd
Carmichael, CA 95608

Re: Promotional Materials – 911 Program
Contract FY17-012
Approved by City Council on December 5, 2016

Ms. Amy Warner,

A one year contract was awarded to Authentic Promotions on 12/05/16 for providing promotional materials for 911 Program. The City of Laredo bid specifications included an option to extend the term of this contract for **one additional year period upon mutual consent of both parties.**

This letter is a formal request by the City of Laredo to extend contract FY17-012 with the same **specifications and pricing** for an additional twelve-month period. Please indicate your desire to accept or reject this contract extension.

The items awarded to Authentic Promotions. The purchase of these items from this award will be on a per needed basis

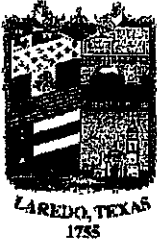
Section III
Item: 1-2-3-4-5-6-7-8-9-10-11-12-13-14-15-16-17-18-19-20

If you have any questions regarding this matter, please contact Miguel A. Pescador at (956) 790-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Authentic Promotions		
Accept <input checked="" type="checkbox"/>	Reject <input type="checkbox"/>	Date: _____
Authorized Signature: <u>Amy Warner</u>		
Print Name: <u>Amy Warner</u>		



City of Laredo Purchasing Division

December 16, 2017

Amy Warner
Authentic Promotions
6151 Fair Oaks Blvd
Carmichael, CA 95608

Re: Promotional Materials – 311 Program
Contract FY17-012
Approved by City Council on December 5, 2016

Ms. Amy Warner,

A one year contract was awarded to Authentic Promotions on 12/05/16 for providing promotional materials for 311 Program. The City of Laredo bid specifications included an option to extend the term of this contract for **one additional year period upon mutual consent of both parties.**

This letter is a formal request by the City of Laredo to extend contract FY17-012 with the same **specifications and pricing** for an additional twelve-month period. Please indicate your desire to accept or reject this contract extension.

The items awarded to Authentic Promotions. The purchase of these items from this award will be on a per needed basis

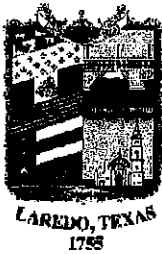
Section III
Item: 1-2-3-4-5-6-7-8-9-10-11-12-13-14

If you have any questions regarding this matter, please contact Miguel A. Pescador at (956) 790-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Authentic Promotions		
Accept <input checked="" type="checkbox"/>	Reject <input type="checkbox"/>	Date: _____
Authorized Signature: <u>Amy Warner</u>		
Print Name: <u>Amy Warner</u>		



City of Laredo Purchasing Division

December 16, 2017

Charlene St. John
Specialties Plus
224 Coos A Ridge Dr.
Whittier, NC 28789

Re: Promotional Materials – Laredo Convention & Visitor Bureau
Contract FY17-012
Approved by City Council on December 5, 2016

Charlene St. John,

A one year contract was awarded to Specialties Plus on 12/05/16 for providing promotional materials for Laredo Convention & Visitor Bureau. The City of Laredo bid specifications included an option to extend the term of this contract for **one additional year period upon mutual consent of both parties.**

This letter is a formal request by the City of Laredo to extend contract FY17-012 with the same **specifications and pricing** for an additional twelve-month period. Please indicate your desire to accept or reject this contract extension.

The items awarded to Authentic Promotions. The purchase of these items from this award will be on a per needed basis

Section I
Item: 1-3-17-21-28

If you have any questions regarding this matter, please contact Miguel A. Pescador at (956) 790-1731.

Sincerely,

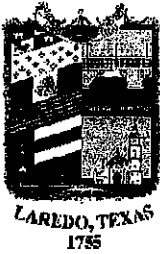
Miguel A. Pescador
Purchasing Agent

Specialties Plus

Accept _____ Reject _____ Date: 10/31/2017

Authorized Signature: Charlene St. John

Print Name: Charlene St. John



City of Laredo Purchasing Division

December 16, 2017

Paul M. Sklar
TS & J Inc.
876 Old Plank Square
Whittier, NC 28789

Re: Promotional Materials – Laredo Convention & Visitor Bureau
Contract FY17-012
Approved by City Council on December 5, 2016

Paul M. Sklar,

A one year contract was awarded to TS & J Inc. on 12/05/16 for providing promotional materials for Laredo Convention & Visitor Bureau. The City of Laredo bid specifications included an option to extend the term of this contract for **one additional year period upon mutual consent of both parties.**

This letter is a formal request by the City of Laredo to extend contract FY17-012 with the same **specifications and pricing** for an additional twelve-month period. Please indicate your desire to accept or reject this contract extension.

The items awarded to Authentic Promotions. The purchase of these items from this award will be on a per needed basis

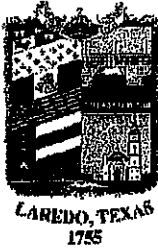
Section I
Item: 1-2-4-14-15-19-23-24-26-29-31-32

If you have any questions regarding this matter, please contact Miguel A. Pescador at (956) 790-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

TS & J Inc		
Accept <input checked="" type="checkbox"/>	Reject <input type="checkbox"/>	Date: 10/30/2017
Authorized Signature: PAUL M SKLAR		<small>Digitally signed by PAUL M SKLAR DN: cn=PAUL M SKLAR, o=TS&J INC, ou, email=tsjinc112@gmail.com, c=US Date: 2017.10.30 12:09:19 -04'00'</small>
Print Name: PAUL M SKLAR		



City of Laredo Purchasing Division

December 16, 2017

Willard L. Henderson
Leon's Caps
2508 East. Cook St.
Springfield, IL 62703

Re: Promotional Materials – Laredo Convention & Visitor Bureau
Contract FY17-012
Approved by City Council on December 5, 2016

Willard L. Henderson,

A one year contract was awarded to Leon's Caps on 12/05/16 for providing promotional materials for Laredo Convention & Visitor Bureau. The City of Laredo bid specifications included an option to extend the term of this contract for **one additional year period upon mutual consent of both parties.**

This letter is a formal request by the City of Laredo to extend contract FY17-012 with the same **specifications** and **pricing** for an additional twelve-month period. Please indicate your desire to accept or reject this contract extension.

The items awarded to Authentic Promotions. The purchase of these items from this award will be on a per needed basis

Section I
Item: 5-6-7-22

If you have any questions regarding this matter, please contact Miguel A. Pescador at (956) 790-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Leon's Caps
Accept <input checked="" type="checkbox"/> Reject <input type="checkbox"/> Date: 12-2-17
Authorized Signature:
Print Name: WILLARD L. HENDERSON

City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Ramon Chavez, Executive Director of Public Services

Staff Source: Anita Stanley, Assistant Parks & Leisure Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award supply contract FY18-011 to the low bidder, The Best Alarm Inc. Company, Laredo, Texas in an amount up to \$30,000.00 for providing alarm monitoring, maintenance, and repair services for various Recreation Centers. These services require monthly alarm monitoring services for the recreation centers elevators, burglary, fire, and suppression systems. In the event of expansion by the City of Laredo, future locations may be added as part of this contract. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract may be extended for two, additional one (1) year periods upon mutual agreement of the parties. Funding is available in the Parks & Leisure Department Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received two bid for awarding annual service contract for alarm monitoring, maintenance, and repair services for various Recreation Centers. Staff has reviewed the bid and is recommending that a contract be awarded to the low bidder The Best Alarm Inc. Company, Laredo, Texas.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for two, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and

shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

Summary:

	Vendor	Vendor
Alarm Monitoring Services	The Best Alarm Inc.	Protection One
Estimated Annual Amt	\$ 10,858.00	\$ 24,396.00
Percent of Discount offered	Cost%	20%
Labor Rate for Services	\$ 60.00 Standard Rate \$145.00 Overtime Rate	\$ 135.00 Standard Rate \$ 202.50 Overtime Rate
License	#ACR-3468 & #B10780	#B04881 & #B07474

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2018
Budgeted Y/N?: Y
Source of Funds:
Account #: 10131255535533
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Bid Tab FY18-011

Contract FY18-011

Bid Tabulation
 FY18-011 Alarm Monitoring Maintenance
 Parks Leisure
 November 17, 2017 @ 3:00PM

Barbara Fasken Community Center

Description	UOM	Qty	Superior Alarms McAllen, Texas		The Best Alarm Inc. Laredo, Texas	
			Unit Price	Ext. Price	Unit Price	Ext. Price
Monitoring: Alarms, Panic Burglary, Elevator, Fire (Monthly)	EA	12	\$ 32.00	\$ 384.00	\$ 69.90	\$ 838.80
Alarm Sensitivity Tests (Bi-Annual)	EA	2	\$ 387.50	\$ 775.00	\$ 25.00	\$ 50.00
Fire Alarm Sensitivity Tests (Annual)	EA	1	\$ 585.00	\$ 585.00	\$ 250.00	\$ 250.00

Canizales Boxing Gym

Description	UOM	Qty	Unit Price		Unit Price	
			Unit Price	Ext. Price	Unit Price	Ext. Price
Monitoring: Alarms, Panic Burglary, Fire (Monthly)	EA	12	\$ 42.00	\$ 504.00	\$ 64.95	\$ 779.40
Alarm Sensitivity Tests (Bi-Annual)	EA	2	\$ 387.50	\$ 775.00	\$ 25.00	\$ 50.00
Fire Alarm Sensitivity Tests (Annual)	EA	1	\$ 585.00	\$ 585.00	\$ 250.00	\$ 250.00

Cigarroa Recreation Center

Description	UOM	Qty	Unit Price		Unit Price	
			Unit Price	Ext. Price	Unit Price	Ext. Price
Monitoring: Alarms, Panic Burglary, Fire (Monthly)	EA	12	\$ 75.00	\$ 900.00	\$ 19.95	\$ 239.40
Alarm Sensitivity Tests (Bi-Annual)	EA	2	\$ 775.00	\$ 1,550.00	\$ 25.00	\$ 50.00
Fire Alarm Sensitivity Tests (Annual)	EA	1	\$ 1,170.00	\$ 1,170.00	\$ 250.00	\$ 250.00

Downtown Senior Fitness Center

Description	UOM	Qty	Unit Price		Unit Price	
			Unit Price	Ext. Price	Unit Price	Ext. Price
Monitoring: Alarms, Panic Burglary, Fire (Monthly)	EA	12	\$ 75.00	\$ 900.00	\$ 59.90	\$ 718.80
Alarm Sensitivity Tests (Bi-Annual)	EA	2	\$ 387.50	\$ 775.00	\$ 25.00	\$ 50.00
Fire Alarm Sensitivity Tests (Annual)	EA	1	\$ 585.00	\$ 585.00	\$ 250.00	\$ 250.00

El Eden Recreation Center

Description	UOM	Qty	Unit Price		Unit Price	
			Unit Price	Ext. Price	Unit Price	Ext. Price
Monitoring: Alarms, Panic Burglary, Elevator, Fire (Monthly)	EA	12	\$ 32.00	\$ 384.00	\$ 69.90	\$ 838.80
Alarm Sensitivity Tests (Bi-Annual)	EA	2	\$ 387.50	\$ 775.00	\$ 25.00	\$ 50.00
Fire Alarm Sensitivity Tests (Annual)	EA	1	\$ 585.00	\$ 585.00	\$ 585.00	\$ 585.00

E. Hachar Recreation Center

Description	UOM	Qty	Unit Price		Unit Price	
			Unit Price	Ext. Price	Unit Price	Ext. Price
Monitoring: Alarms, Panic Burglary, Fire (Monthly)	EA	12	\$ 32.00	\$ 384.00	\$ 39.90	\$ 478.80
Alarm Sensitivity Tests (Bi-Annual)	EA	2	\$ 387.50	\$ 775.00	\$ 25.00	\$ 50.00
Fire Alarm Sensitivity Tests (Annual)	EA	1	\$ 585.00	\$ 585.00	\$ 585.00	\$ 585.00

Haynes Recreation Center

Description	UOM	Qty	Unit Price		Unit Price	
			Unit Price	Ext. Price	Unit Price	Ext. Price
Monitoring: Alarms, Panic Burglary, Elevator, Fire (Monthly)	EA	12	\$ 90.00	\$ 1,080.00	\$ 69.90	\$ 838.80

Bid Tabulation

FY18-011 Alarm Monitoring Maintenance

Parks Leisure

Alarm Sensitivity Tests (Bi-Annual)	EA	2	\$ 387.50	\$ 775.00	\$ 25.00	\$ 50.00
Fire Alarm Sensitivity Tests (Annual)	EA	1	\$ 585.00	\$ 585.00	\$ 250.00	\$ 250.00

K. Tarver Recreation Center

Description	UOM	Qty	Unit Price		Unit Price	
Monitoring: Alarms, Panic Burglary, Fire (Monthly)	EA	12	\$ 65.00	\$ 780.00	\$ 39.90	\$ 478.80
Alarm Sensitivity Tests (Bi-Annual)	EA	2	\$ 387.50	\$ 775.00	\$ 25.00	\$ 50.00
Fire Alarm Sensitivity Tests (Annual)	EA	1	\$ 585.00	\$ 585.00	\$ 250.00	\$ 250.00

Marco Aranda Recreation Center

Description	UOM	Qty	Unit Price		Unit Price	
Monitoring: Alarms, Panic Burglary, Fire (Monthly)	EA	12	\$ 75.00	\$ 900.00	\$ 59.90	\$ 718.80
Alarm Sensitivity Tests (Bi-Annual)	EA	2	\$ 387.50	\$ 775.00	\$ 25.00	\$ 50.00
Fire Alarm Sensitivity Tests (Annual)	EA	1	\$ 585.00	\$ 585.00	\$ 250.00	\$ 250.00

N.E. Hillside Recreation Center

Description	UOM	Qty	Unit Price		Unit Price	
Monitoring: Alarms, Panic Burglary, Fire (Monthly)	EA	12	\$ 75.00	\$ 900.00	\$ 39.90	\$ 478.80
Alarm Sensitivity Tests (Bi-Annual)	EA	2	\$ 387.50	\$ 775.00	\$ 25.00	\$ 50.00
Fire Alarm Sensitivity Tests (Annual)	EA	1	\$ 585.00	\$ 585.00	\$ 250.00	\$ 250.00

La Ladrillera Recreation Center

Description	UOM	Qty	Unit Price		Unit Price	
Monitoring: Alarms, Panic Burglary, Fire (Monthly)	EA	12	\$ 80.00	\$ 960.00	\$ 39.90	\$ 478.80
Alarm Sensitivity Tests (Bi-Annual)	EA	2	\$ 387.50	\$ 775.00	\$ 25.00	\$ 50.00
Fire Alarm Sensitivity Tests (Annual)	EA	1	\$ 585.00	\$ 585.00	\$ 250.00	\$ 250.00
			<u>\$ 24,396.00</u>		<u>\$ 10,858.00</u>	

Section II Parts Discount & Hourly Service Call Rate

Percent of Discount offered on materials	20%	Cost%
Product ID#	Notifier Fire Lite	
	Silent Knight	
	DMP-Bosch	
Labor Rate for Services	\$ 135.00 Hour Standard Rate	\$ 60.00 Hour Standard Rate
	\$ 202.50 Hour Premium Rate	\$ 145.00 Hour Premium Rate
Equipment Certification License	State License #B04881& #B07474	Not Submitted


CITY OF LAREDO
PURCHASING DIVISION

23.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

Name of Offeror (Business) TCR THE BEST ALARM, INC.

Signature  Date 11/16/2017
of person authorized to sign bid

Print Name MARTIN RESENDEZ, JR.
of person authorized to sign bid

Title: PRESIDENT

Business Address: 1416 HOUSTON ST

City, State, Zip Code: LAREDO TX 78040

Telephone Number: 956-724-5201 Fax Number: 956-726-3154

Contact Person Email Address: TCRCOMM@YAHOO.COM

Federal Tax ID Number: 27-2106259

Bidders Principal/Corporate Place of Business Address: SAME

Indicated Status of Business:

Corporation Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: NO

State how long under its present business name: 7 YEARS

If applicable, list all other names under which the Business identified above operated in the last five years.

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes No

CITY OF LAREDO
PURCHASING DIVISION

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No

Is any litigation pending against the Business? Yes / No

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business:

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company



TCR- The Best Alarm Inc.

1416 Houston Street
 Laredo, Texas 78040
 (956) 727-1784 fax: (956) 726-3154

**CITY OF LAREDO PARKS & LEISURE DEPARTMENT RECREATION / COMMUNITY CENTERS
 ALARM SYSTEMS MONITORING BREAK DOWN**

Codes: Monitoring via Phone Line (P) \$19.95
 Monitoring via DMP Cellular (D) \$29.95
 Monitoring via C24 Cellular (C) \$34.95
 Monitoring via Starlink Cellular (S) \$34.95
 Inoperable System/Needs Repair (INOP)

FACILITY	FIRE ALARM	SECURITY ALARM	ELEVATOR	MONTHLY AMT
Barbara Fasken Community Center	(P) \$19.95	(P) \$19.95	(P) \$30.00	\$69.90
Canizalez Boxing Gym	(C) \$34.95	(D) \$29.95	N/A	\$64.95
Cigarroa Recreation Center	(P) \$19.95	INOP	N/A	\$19.95
Downtown Senior Fitness	(D) \$29.95	(D) \$29.95	N/A	\$59.90
El Eden Recreation Center	(P) \$19.95	(P) \$19.95	(P) \$30.00	\$69.90
Hachar Recreation Center	(P) \$19.95	(P) \$19.95	N/A	\$39.90
Haynes Recreation Center	(P) \$19.95	(P) \$19.95	(P) \$30.00	\$69.90
K. Tarver Recreation Center	(P) \$19.95	(P) \$19.95	N/A	\$39.90
Marco Aranda Recreation Center	(D) \$29.95	(D) \$29.95	N/A	\$59.90
N.E. Hillside Recreation Center	(P) \$19.95	(P) \$19.95	N/A	\$39.90
La Ladrillera Senior Center	(P) \$19.95	(P) \$19.95	N/A	\$39.90

City of Laredo will be granted access to their own system portal which will allow City Recreation Admin Personnel the ability to generate alarm history and open/close reports.

Fire Alarm Inspections will be conducted annually at a rate of \$250.00 flat rate per facility.

Smoke detector Sensitivity Testing shall be conducted Bi-Annually at a flat rate of \$25.00 per detector and shall include cleaning/maintenance. All detectors must be replaced after 10 years of use as per NFPA 72 and an estimate will be furnished for the replacement of any detector found to be over 10 years old.

A standard service call fee of \$60.00 per hour will be charged for a non emergency alarm service dispatch during regular business hours (8am-5pm). Emergency service and Service outside of normal business hours will be chargeable at a rate of \$145.00 per hour. Parts and materials if needed for successful repair shall be furnished separately at a 10% discount of retail price.

Questions concerning this proposal may be directed to Martin Resendez III by phone at (956)754-9643.

**CITY OF LAREDO
PURCHASING DIVISION**

24.0 Tab B Price Schedule

24.1 Section I – Monthly Monitoring Rates

Barbara Fasken Community Center					
Description	UOM	Qty	Price	Ext Amt	
Monitoring: Alarms, Panic Burglary, Elevator, Fire (monthly)	EA	12	\$ 69.90	\$ 838.80	
Alarms Sensitivity Tests (bi-annual)	EA	2	\$ 25 ⁰⁰	\$ 50 ⁰⁰	
Fire Alarms Sensitivity Tests (annual)	EA	1	\$ 250 ⁰⁰	\$ 250 ⁰⁰	
Canizales Boxing Gym					
Description	UOM	Qty	Price	Ext Amt	
Monitoring: Alarms, Panic Burglary, Fire (monthly)	EA	12	\$ 64.95	\$ 779.40	
Alarms Sensitivity Tests (bi-annual)	EA	2	\$ 25 ⁰⁰	\$ 50 ⁰⁰	
Fire Alarms Sensitivity Tests (annual)	EA	1	\$ 250 ⁰⁰	\$ 250 ⁰⁰	
Cigarroa Recreation Center					
Description	UOM	Qty	Price	Ext Amt	
Monitoring: Alarms, Panic Burglary, Fire (monthly)	EA	12	\$ 19.95	\$ 239.40	
Alarms Sensitivity Tests (bi-annual)	EA	2	\$ 25 ⁰⁰	\$ 50 ⁰⁰	
Fire Alarms Sensitivity Tests (annual)	EA	1	\$ 250 ⁰⁰	\$ 250 ⁰⁰	
Downtown Senior Fitness Center					
Description	UOM	Qty	Price	Ext Amt	
Monitoring: Alarms, Panic Burglary, Fire (monthly)	EA	12	\$ 59.90	\$ 718.80	
Alarms Sensitivity Tests (bi-annual)	EA	2	\$ 25 ⁰⁰	\$ 50 ⁰⁰	
Fire Alarms Sensitivity Tests (annual)	EA	1	\$ 250 ⁰⁰	\$ 250 ⁰⁰	
El Eden Recreation Center					
Description	UOM	Qty	Price	Ext Amt	
Monitoring: Alarms, Panic Burglary, Elevator, Fire (monthly)	EA	12	\$ 69.90	\$ 838.80	
Alarms Sensitivity Tests (bi-annual)	EA	2	\$ 25 ⁰⁰	\$ 50 ⁰⁰	
Fire Alarms Sensitivity Tests (annual)	EA	1	\$ 250 ⁰⁰	\$ 250 ⁰⁰	

**CITY OF LAREDO
PURCHASING DIVISION**

E. Hachar Recreation Center				
Description	UOM	Qty	Price	Ext Amt
Monitoring: Alarms, Panic Burglary, Fire (monthly)	EA	12	\$39.90	\$478.80
Alarms Sensitivity Tests (bi-annual)	EA	2	\$25.00	\$50.00
Fire Alarms Sensitivity Tests (annual)	EA	1	\$250.00	\$250.00
Haynes Recreation Center				
Description	UOM	Qty	Price	Ext Amt
Monitoring: Alarms, Panic Burglary, Elevator, Fire (monthly)	EA	12	\$69.90	\$838.80
Alarms Sensitivity Tests (bi-annual)	EA	2	\$25.00	\$50.00
Fire Alarms Sensitivity Tests (annual)	EA	1	\$250.00	\$250.00
K. Traver Recreation Center				
Description	UOM	Qty	Price	Ext Amt
Monitoring: Alarms, Panic Burglary, Fire (monthly)	EA	12	\$39.90	\$478.80
Alarms Sensitivity Tests (bi-annual)	EA	2	\$25.00	\$50.00
Fire Alarms Sensitivity Tests (annual)	EA	1	\$250.00	\$250.00
Marco Aranda Recreation Center				
Description	UOM	Qty	Price	Ext Amt
Monitoring: Alarms, Panic Burglary, Fire (monthly)	EA	12	\$59.90	\$718.80
Alarms Sensitivity Tests (bi-annual)	EA	2	\$25.00	\$50.00
Fire Alarms Sensitivity Tests (annual)	EA	1	\$250.00	\$250.00
N.E. Hillside Recreation Center				
Description	UOM	Qty	Price	Ext Amt
Monitoring: Alarms, Panic Burglary, Fire (monthly)	EA	12	\$39.90	\$478.80
Alarms Sensitivity Tests (bi-annual)	EA	2	\$25.00	\$50.00
Fire Alarms Sensitivity Tests (annual)	EA	1	\$250.00	\$250.00
La Ladrillera Senior Center				
Description	UOM	Qty	Price	Ext Amt
Monitoring: Alarms, Panic Burglary, Fire (monthly)	EA	12	\$39.90	\$478.80
Alarms Sensitivity Tests (bi-annual)	EA	2	\$25.00	\$50.00
Fire Alarms Sensitivity Tests (annual)	EA	1	\$250.00	\$250.00
			Grand Total	\$10,188.00

CITY OF LAREDO
PURCHASING DIVISION

24.2 Section II – Parts Discount & Hourly Service Call Rate

Percent of discount offered on materials	<u>Cost</u> %
Product identification (Mfr.)	_____ _____ _____
Labor Rate for Services (Refer to 16.8 & 16.9)	\$ <u>60⁰⁰</u> Per/Hour (Standard Rate) \$ <u>145⁰⁰</u> Per/Hour (Premium Rate)

24.4 Equipment Certification or License(s) # _____

Company Name: JCR THE BEST ALARM, INC.

Owner/President Name: MARTIN RESENDEZ, JR.

Company Address: 1416 HOUSTON ST

City, State, Zip Code: LAREDO, TX 78040

Company Authorized Representative's Signature: _____

Company Representative's Name: MARTIN RESENDEZ, JR.

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

MARTIN RESENDEZ, SA
Name

[Signature]
Signature

11/16/17
Date

FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date

CITY OF LAREDO
PURCHASING DIVISION

26.0 Tab D

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

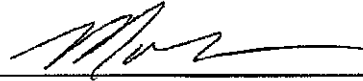
AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Martin Resenden Jr
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.



Signature of:

Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 16 day of Nov 20 17.

Braulio Martinez
Notary Public

My commission expires:

9-6-2021



CITY OF LAREDO
PURCHASING DIVISION

27.0 Tab E



City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 of the City's Ethics Code.

*This is a New Submission or Correction or Update to previous submission.

***1. Name of person submitting this disclosure form.**

MARTIN	RESENDEZ	JR
First	M.I. Last	Suffix

***2. Contract Information.**

a) Contract or Project name(s): CITY OF LAREDO
ALARM MONITORING, MAINTENANCE & REPAIR SERVICES

b) Originating Department(s): PARKS & LEISURE SERVICE DEPARTMENT

***3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

MARTIN RESENDEZ			
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature

***4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

Name of partner, parent, or subsidiary business entity(ies): _____

CITY OF LAREDO
PURCHASING DIVISION

I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest: _____

***Acknowledgements**

Updates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

No Contract with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.


***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

<u>Martin Resendez Jr</u>	<u></u>	<u>President</u>
Name (Print)	Signature	Title
<u>TCR - The Best Alarm Inc.</u>		<u>11/16/17</u>
Company or DBA		Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

CITY OF LAREDO
PURCHASING DIVISION

***5. List any individuals or entities that will be subcontractors on this contract.**

- Not applicable. No subcontractors will be retained for this contract.
- Subcontractors may be retained, but have not been selected at the time of this submission.
- List of subcontractors: UNITED CENTRAL CONTROL

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

- Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.
- List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract: _____

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

- a) Any individual seeking contract with the city (Question 3)
- b) Any owner or officer of entity seeking contract with the city (Question 3)
- c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
- d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
- e) The spouse of any individual listed in response to (a) through (d) above
- f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

List of contributors: _____

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

**CITY OF LAREDO
PURCHASING DIVISION**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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 USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

TCR - The Best Alarm, Inc.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Laredo - Parks & Leisure

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

FY 18-011

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
<i>N/A</i>			

5 Check only if there is NO interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Martin

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said MARTIN RESENDEZ, this the 16 day of NOVEMBER, 20 17, to certify which, witness my hand and seal of office.

Braulio Martinez
Signature of officer administering oath

BRAULIO MARTINEZ
Printed name of officer administering oath

NOTARY PUBLIC
Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

CITY OF LAREDO
PURCHASING DIVISION



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS**

**ALARM MONITORING, MAINTENANCE & REPAIR
PARKS & LEISURE SERVICES DEPARTMENT**

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract for providing alarm monitoring, maintenance and repair services for the City of Laredo Parks & Leisure Services Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until 5:00 P.M on **November 16, 2017**; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on November 17, 2017.

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Alarm Monitoring, Maintenance & Repair Services– Parks & Leisure Services Department
FY18-011**

Bids are to be mailed:

**City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78042-0579**

Hand Delivered:

**City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

CITY OF LAREDO
PURCHASING DIVISION



**City of Laredo
Purchasing Division**

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding an annual contract for providing alarm monitoring, maintenance and repair services for the City of Laredo Parks & Leisure Services Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on November 16, 2017** and all bids received will be **opened** and read publicly on **November 17, 2017 at 3:00 PM.**

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Laredo, Texas 78042-0579

Hand Delivered:

City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 23rd DAY OF OCTOBER 2017.

A handwritten signature in cursive script, appearing to read "Jose A. Valdez Jr.", followed by the text "for:" and "Jose A. Valdez Jr. City Secretary".
Jose A. Valdez Jr.
City Secretary

CITY OF LAREDO
PURCHASING DIVISION

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.
- (b) **Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.**
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- (f) **The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.**

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.
- (c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract.

**CITY OF LAREDO
PURCHASING DIVISION**

A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven calendar days prior to the scheduled bid deadline a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum may be e-mailed or obtained online at the City of Laredo website for bids. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

- (a) **Protest Procedures:** The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
 - (b) **To be performed by protesting vendor:** Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
 - (c) **To be performed by City's Purchasing Officer:** Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
 - (d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

- (a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
- (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

- a) **ANNUAL SUPPLY/SERVICE CONTRACTS:** This contract does not commit the City to purchase the quantities indicated.

**CITY OF LAREDO
PURCHASING DIVISION**

The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services.

Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall be bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

- (a) This contract will be awarded to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.
- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
- (e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
- (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
 1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
 3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

- (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
- (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.
- (e) For any inquiries on payment status or general billing questions please contact:
Jorge J. Jolly, Accounts Payable Manager

**CITY OF LAREDO
PURCHASING DIVISION**

956-791-7328

jjolly@ci.laredo.tx.us

1110 Houston St. Laredo, TX 78040

12.0 INSURANCE REQUIREMENTS

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

- (a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.
- (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- (c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- (d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- (e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.
- (f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
 1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
 2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance.
 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
 7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
 8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
 9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
- (g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
 1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
- (h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

CITY OF LAREDO
PURCHASING DIVISION

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) ****Upon Award of Bid Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

CITY OF LAREDO
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14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

**CITY OF LAREDO
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**Formal Invitation for Bids
Alarm Monitoring, Maintenance & Repair Services**

15.0 Scope of Work

The awarded vendor shall be required to provide all the material, labor, and equipment needed to provide specified services to any of the recreation center locations. Laredo Parks & Leisure Services locations are subject to change upon expansion of locations. The Laredo Parks & Leisure Services requires monthly monitoring services for alarms systems such as for elevator, burglary, and fire and annual inspection suppression systems for all current City of Laredo Parks & Leisure Services locations. Maintenance and repair services shall be required as a part of this bid. Sensitivity inspections shall be required for various locations as specified by this bid. The Laredo Parks & Leisure Services has elected to keep the current equipment and the awarded vendor shall provide services as written in this bid for current equipment. Equipment is subject to change/replacement upon availability, wear and tear, and/or obsolescence; this shall include but is not limited to accidents either by City or public, acts of nature, malfunctions from hardware or software and extraordinary acts. In the event of expansion of the City of Laredo future locations may be added in as a part of this contract and shall be subject to the same terms of agreement.

15.1 All questions for this bid shall be submitted in writing or by email no later than, October 31, 2017 to:

Enrique Aldape III, Administrative Assistant II
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041
Email: ealdape@ci.laredo.tx.us

15.2 For additional questions regarding these specifications please contact:

Contact	Title	Phone#	Email
Anita Stanley	Acting Assistant Dept. Director	(956) 729-4600	astanley@ci.laredo.tx.us
Roberto M. Chapa	Recreation Center Manager	(956) 729-4607	rchapa0@ci.laredo.tx.us
Ramiro Ramos Jr.	Recreation Center Manager	(956) 729-4603	rramos3@ci.laredo.tx.us

15.3 Current locations:

Location	Address
Barbara Fasken Community Center	15201 Cerralvo Dr.; Laredo, TX 78045
Canizales Boxing Gym	1610 Guadalupe St.; Laredo, TX 78043
Cigarroa Recreation Center	2201 Zacatecas; Laredo, TX 78046
Downtown Senior Fitness Center	1212 Matamoros; Laredo, TX 78040
El Eden Recreation Center	4735 Loma Vista; Laredo, TX 78046
E. Hachar Recreation Center	1102 N. Smith; Laredo, TX 78043
Haynes Recreation Center	2102 Clark's Crossing Dr.; Laredo, TX 78043
K. Traver Recreation Center	2902 Tilden; Laredo, TX 78040
Marco Aranda Recreation Center	4418 Old Santa Maria; Laredo, TX 78041
N.E. Hillside Recreation Center	320 Wyoming; Laredo, TX 78040
La Ladrillera Senior Center	2100 Pinder; Laredo, TX 78040

**CITY OF LAREDO
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16.0 General Conditions:

- 16.1 Bidders are required to submit their bids upon the following expressed conditions:
Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the requested specifications. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- 16.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.
- 16.3 All forms stated under section 13.3, 13.4, 13.5, and 13.6 of the City of Laredo Terms & Conditions must be completed and submitted for bid consideration. There will be no substitutions, replacements, overruns, or back orders on any items. Shipping & handling or freight must be included on bid price schedule. No partial shipments will be accepted. Additional charges if any must be disclosed within the bid price schedule. Additional fees may include but are not limited to: any surcharges, setup fees, printing, stitching, hemming, alterations, professional fees, service fees, environmental fees, etc. Note: any fees may be absorbed into unit price without additional statement.
- 16.4 Bids will be awarded to lowest responsible bidder, for the yearly purchase of alarms monitoring, maintenance & repair services. The contract will be awarded to one vendor. Items are contingent to quantities based on funding, listed quantities are an estimate and the City of Laredo may order more or less upon request.
- 16.5 Bidders are required to submit their bids upon the following expressed conditions:
- 16.5.1 Vendor will be responsible for providing all safety warning signs advising the public of work in progress.
- 16.5.2 Vendor shall provide all supervision, labor, materials and equipment necessary to complete the services.
- 16.5.3 The vendor shall advise and coordinate the project with the Laredo Parks & Leisure Services as to hours and scheduling of work to be done.
- 16.5.4 The vendor shall be required to guarantee it's workmanship to the full satisfaction of the City of Laredo. Any work deemed unsatisfactory shall be redone at no additional cost to the City.
- 16.5.5 The vendor shall dispose of all spent material, clean working areas, and re-install all equipment material that was temporarily moved prior to final services inspection at no additional expense to the city.
- 16.5.6 Vendor will be responsible for securing all necessary City/State permits and paying any fees for the disposal of disregarded materials at no additional cost to the City.
- 16.5.7 The vendor shall furnish recent/updated copies of their license and/or certificates as designated the Texas Department of Public Safety. Licenses and certificated shall be in the name of the vendor, any technicians that shall be working on City of Laredo premise must be licensed and/or certified. The vendor and its employees shall be licensed through State of Texas Department of Public Safety. Licensure must be maintained at all times during the term(s) of the service agreement.
- 16.5.8 The vendor shall be required to maintain year long insurance coverage according to City of Laredo requirements during the duration of this contract.

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17.0 Specifications

Maintenance and repairs, the vendor is required to provide one (1) primary technician that should be able to respond within no more than six (6) hours for emergencies after notification in e-mail or writing for repairs as needed. Non-emergency repairs require a response within one (1) business day. The time to conduct any repairs when deemed necessary shall be coordinated with the Laredo Parks & Leisure Services. It is preferred that a secondary technician be provided as a backup in the event that the primary technician is unavailable.

- 17.1 The contract vendor shall provide warranty claim assistance for equipment that is still within warranty period with the corresponding manufacturer, subject to change upon warranty expirations or purchases of equipment. Warranty information shall be obtained by any of the Laredo Parks & Leisure Services point of contact specified within section 15.2.
- 17.2 Maintenance and repair services are required but not limited to assessment, maintenance, adjustments, repairs, and replacement of camera/surveillance systems, other optical components, wiring, cables, keypad panels, fire and alarm panels, panic buttons, pull stations, lights, screens, screws, nuts, bolts, minor hardware, batteries, fire suppression systems, smoke detectors, displays, console assemblies, window/door contacts, video hubs/systems and components, warning systems, and other work deemed necessary by the Laredo Parks & Leisure Services. As part of the work included the vendor shall move equipment if deemed necessary by the Laredo Parks & Leisure Services.
- 17.3 In the event that equipment has become damaged, obsolete, and/or replaced for different or new equipment the vendor shall provide warranty service assistance on equipment. Equipment must be reviewed and approved upon mutual agreement between the City of Laredo and vendor. Warranty on equipment shall be transferred to City of Laredo.
- 17.4 Monthly inspections, once a month to each location, shall be required to diagnose potential issues and ensure equipment is functioning properly and to prevent downtime. The vendor shall complete this work without any notice from the City of Laredo. A work order or invoice of the inspection shall be submitted to the Laredo Parks & Leisure Services to ensure inspection has been completed. Full documentation should be exercised when providing invoices or work orders detailing the amount of time spent providing any labor for maintenance and/or repairs and parts. The report should include; arrival and departure times of technician, equipment name/type, serial number, location, time, date, and inspection/work completed.
- 17.4.1 As required by the State of Texas safety regulations alarm and fire sensitivity tests shall be performed to all current locations and any locations hereinafter. Alarm sensitivity tests shall be performed on a bi-annual basis. Fire sensitivity tests shall be performed on an annual basis.
- 17.4.2 This information can be found as per Local Government Code Title 7 – Regulations of Land Use, Structures, Businesses, and Related Activities, Subtitle B – County Regulatory Authority Chapter 233 – County Regulation of Housing and Other Structures Subchapter A – Dangerous Substances Subchapter C – Fire Code In Unincorporated Area and Subchapter D – Alarm Systems
<http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.233.htm#233.062>
- 17.5 Contractor vendor shall invoice City of Laredo for the time spent on the property only. The City of Laredo shall not pay for time spent in route or traveling to acquire parts or supplies. The City of Laredo shall not be responsible for trip charges and/or service charges. Example: The City of Laredo shall not pay for trip charge or hourly charges if contract vendor delivers wrong unit for installation and needs to leave the property to get the correct unit and come back. The City of Laredo shall not pay for shipping/freight charges of materials or equipment invoiced to vendor.
- 17.6 Services shall be for entire property, inside and outside, as designated by the Laredo Parks & Leisure Services contacts specified in section 15.2.

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- 17.7 All services shall be in accordance and consistent with Texas Department of Public Safety defined safety practices.
- 17.8 **Standard Hourly Rate**
The Standard Rate shall apply to any service that does not meet the criteria for Premium Rate. The Contractor shall perform routine services as directed by the City during the term of this contract. The Contractor shall be compensated for such services at the Standard Rate shown on the bid form.
- 17.9 **Premium Hourly Rate**
The Premium Rate shall apply to any service which the City requests the Contractor to commence between 5:01 p.m. and 7:59 a.m. Monday through Saturday, and anytime on Sunday or a legal holiday. The Contractor shall be compensated for Premium Rate service at the Premium Rate shown on the bid form.

16.9.1 Under no circumstances shall any work performed by the Contractor be compensated at the Premium Rate unless the City has given prior approval to treat the work as a Premium Rate repair.

18.0 Insurance Requirements

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 12.0 of the bid specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration. Insurance certificates are subject to review and approval from the City of Laredo Risk Management Department.

19.0 Term of Contract

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for two, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

- 19.1 This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Parks & Leisure Services Department.

20.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services.

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Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

20.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

21.0 Price Adjustment*****

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. A written notice stipulating in detail the price revision must be furnished to the City no less than 30 days before revised prices go into effect. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to mpescador@ci.laredo.tx.us

22.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

- Tab A - Company Information Questionnaire**
- Tab B - Signed Price Schedule**
- Tab C - Conflict of Interest Questionnaire**
- Tab D - Non-Collusive Affidavit**
- Tab E - Discretionary Contract Disclosure**
- Tab F - Certificate of Interested Parties (Form 1295)**

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23.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire:

Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

Name of Offeror (Business) _____

Signature _____ Date _____
of person authorized to sign bid

Print Name _____
of person authorized to sign bid

Title: _____

Business Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

Contact Person Email Address: _____

Federal Tax ID Number: _____

Bidders Principal/Corporate Place of Business Address: _____

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: _____

If applicable, list all other names under which the Business identified above operated in the last five years.

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

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Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No.

Is any litigation pending against the Business? Yes / No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No.
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No.

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No.

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No.

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business:

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

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24.0 Tab B Price Schedule

24.1 Section I – Monthly Monitoring Rates

Barbara Fasken Community Center				
Description	UOM	Qty	Price	Ext Amt
Monitoring: Alarms, Panic Burglary, Elevator, Fire (monthly)	EA	12	\$	\$
Alarms Sensitivity Tests (bi-annual)	EA	2	\$	\$
Fire Alarms Sensitivity Tests (annual)	EA	1	\$	\$
Canizales Boxing Gym				
Description	UOM	Qty	Price	Ext Amt
Monitoring: Alarms, Panic Burglary, Fire (monthly)	EA	12	\$	\$
Alarms Sensitivity Tests (bi-annual)	EA	2	\$	\$
Fire Alarms Sensitivity Tests (annual)	EA	1	\$	\$
Cigarroa Recreation Center				
Description	UOM	Qty	Price	Ext Amt
Monitoring: Alarms, Panic Burglary, Fire (monthly)	EA	12	\$	\$
Alarms Sensitivity Tests (bi-annual)	EA	2	\$	\$
Fire Alarms Sensitivity Tests (annual)	EA	1	\$	\$
Downtown Senior Fitness Center				
Description	UOM	Qty	Price	Ext Amt
Monitoring: Alarms, Panic Burglary, Fire (monthly)	EA	12	\$	\$
Alarms Sensitivity Tests (bi-annual)	EA	2	\$	\$
Fire Alarms Sensitivity Tests (annual)	EA	1	\$	\$
El Eden Recreation Center				
Description	UOM	Qty	Price	Ext Amt
Monitoring: Alarms, Panic Burglary, Elevator, Fire (monthly)	EA	12	\$	\$
Alarms Sensitivity Tests (bi-annual)	EA	2	\$	\$
Fire Alarms Sensitivity Tests (annual)	EA	1	\$	\$

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E. Hachar Recreation Center				
Description	UOM	Qty	Price	Ext Amt
Monitoring: Alarms, Panic Burglary, Fire (monthly)	EA	12	\$	\$
Alarms Sensitivity Tests (bi-annual)	EA	2	\$	\$
Fire Alarms Sensitivity Tests (annual)	EA	1	\$	\$
Haynes Recreation Center				
Description	UOM	Qty	Price	Ext Amt
Monitoring: Alarms, Panic Burglary, Elevator, Fire (monthly)	EA	12	\$	\$
Alarms Sensitivity Tests (bi-annual)	EA	2	\$	\$
Fire Alarms Sensitivity Tests (annual)	EA	1	\$	\$
K. Traver Recreation Center				
Description	UOM	Qty	Price	Ext Amt
Monitoring: Alarms, Panic Burglary, Fire (monthly)	EA	12	\$	\$
Alarms Sensitivity Tests (bi-annual)	EA	2	\$	\$
Fire Alarms Sensitivity Tests (annual)	EA	1	\$	\$
Marco Aranda Recreation Center				
Description	UOM	Qty	Price	Ext Amt
Monitoring: Alarms, Panic Burglary, Fire (monthly)	EA	12	\$	\$
Alarms Sensitivity Tests (bi-annual)	EA	2	\$	\$
Fire Alarms Sensitivity Tests (annual)	EA	1	\$	\$
N.E. Hillside Recreation Center				
Description	UOM	Qty	Price	Ext Amt
Monitoring: Alarms, Panic Burglary, Fire (monthly)	EA	12	\$	\$
Alarms Sensitivity Tests (bi-annual)	EA	2	\$	\$
Fire Alarms Sensitivity Tests (annual)	EA	1	\$	\$
La Ladrillera Senior Center				
Description	UOM	Qty	Price	Ext Amt
Monitoring: Alarms, Panic Burglary, Fire (monthly)	EA	12	\$	\$
Alarms Sensitivity Tests (bi-annual)	EA	2	\$	\$
Fire Alarms Sensitivity Tests (annual)	EA	1	\$	\$
			Grand Total	\$

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24.2 Section II – Parts Discount & Hourly Service Call Rate

Percent of discount offered on materials	_____ %
Product identification (Mfr.)	_____ _____ _____
Labor Rate for Services (Refer to 16.8 & 16.9)	\$ _____ Per/Hour (Standard Rate) \$ _____ Per/Hour (Premium Rate)

24.4 Equipment Certification or License(s) # _____

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

25.0 Tab C- Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040**, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

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HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Name _____

Signature _____

Date _____

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

OFFICE USE ONLY

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

Date Received

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date

CITY OF LAREDO
PURCHASING DIVISION

26.0 **Tab D**

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is _____
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this _____ day of _____ 20_____.

Notary Public

My commission expires:

27.0 **Tab E**



City of Laredo Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 of the City's Ethics Code.

*This is a ___ New Submission or ___ Correction or ___ Update to previous submission.

1. Name of person submitting this disclosure form.

First M.I. Last Suffix

2. Contract Information

a) Contract or Project name(s): _____

b) Originating Department(s): _____

3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)

_____ Name (Print)	_____ Signature	_____ Name (Print)	_____ Signature
_____ Name (Print)	_____ Signature	_____ Name (Print)	_____ Signature
_____ Name (Print)	_____ Signature	_____ Name (Print)	_____ Signature
_____ Name (Print)	_____ Signature	_____ Name (Print)	_____ Signature

4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3

Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

Name of partner, parent, or subsidiary business entity(ies): _____

CITY OF LAREDO
PURCHASING DIVISION

***5. List any individuals or entities that will be subcontractors on this contract.**

Not applicable. No subcontractors will be retained for this contract.

Subcontractors may be retained, but have not been selected at the time of this submission.

List of subcontractors: _____

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract: _____

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

- a) Any individual seeking contract with the city (Question 3)
- b) Any owner or officer of entity seeking contract with the city (Question 3)
- c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
- d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
- e) The spouse of any individual listed in response to (a) through (d) above
- f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

List of contributors: _____

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

**CITY OF LAREDO
PURCHASING DIVISION**

I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest: _____

***Acknowledgements**

Updates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

No Contract with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Name (Print)

Signature

Title

Company or DBA

Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

CITY OF LAREDO
PURCHASING DIVISION

28.0 Tab F – Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

Implementation of House Bill 1295

27.1 Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

27.2 Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

**CITY OF LAREDO
PURCHASING DIVISION**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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 USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

**CITY OF LAREDO
PURCHASING DIVISION**

29.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until **5:00 P.M on November 16, 2017; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on November 17, 2017.**

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Alarm Monitoring, Maintenance & Repair Services– Parks & Leisure Services Department
FY18-011**

Bids are to be mailed: City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78042-0579

Hand Delivered: City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

Enrique Aldape III

From: Claudia Y. Poblano
Sent: Wednesday, December 27, 2017 8:24 AM
To: Enrique Aldape III
Cc: Minerva Corona; Horacio Lopez IV; Anita O. Stanley; Christina D. Morin
Subject: Re: TCR Insurance and Contract FY18-011

Insurance approved.

Claudia Poblano, ARM
Risk Manager

City of Laredo
1102 Bob Bullock Loop
P 956.727.6480 | F 956.727.6485
C 956.489.7475
cooblano@ci.laredo.tx.us

On Dec 27, 2017, at 8:16 AM, Enrique Aldape III <ealdape@ci.laredo.tx.us> wrote:

Good morning Claudia,

I have attached an insurance for review. This is for a requisition we currently have in the amount of \$ 643.00 (which I need to process asap). There is a contract that will go to City Council in January for approval. This is contract for alarm monitoring services for the Recreation Centers (with option to include other City Departments). The estimated dollar amount of this contract is 50k.

Thanks,

ENRIQUE ALDAPE III
ADMINISTRATIVE ASSISTANT II
CITY OF LAREDO PURCHASING
5512 THOMAS AVENUE
956-794-1733

From: martin resendez [<mailto:tcrcomm@yahoo.com>]
Sent: Tuesday, December 26, 2017 5:00 PM
To: Enrique Aldape III
Subject: COI

Attached Certificate of Insurance and State Fire Licence, if you need something else, just let us know.

Thanks,
Edith Trevino
TCR-The Best Alarm Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/20/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER El Dorado Insurance Agency, Inc. El Dorado Sec Svcs Ins Agy PO Box 66571 Houston TX 77266		CONTACT NAME: Lisa Young PHONE (A/C, No, Ext): (713) 521-9251 E-MAIL ADDRESS: lyoung@eldoradoinsurance.com FAX (A/C, No): (713) 521-0125	
INSURED TCR-The Best Alarm, Inc. 1416 Houston St. Laredo TX 78040		INSURER(S) AFFORDING COVERAGE INSURER A: Crum & Forster Specialty Insurance NAIC # 44520 INSURER B: Infinity County Mutual Insurance Co INSURER C: Texas Mutual Insurance Company 22945 INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER: SPECIAL ENDTs (07/17)** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG OTHER:		GLO-390980	6/2/2017	6/2/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		542-86001-7828-001	7/22/2017	7/22/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTION \$		SEO-101289	6/2/2017	6/2/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	0001209580	3/2/2017	3/2/2018	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability, Automobile Liability and Workers Compensation policies include a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. ***Workers' compensation coverage provided by Texas Mutual Insurance Company applies to Texas operations and employees only.*** The

CERTIFICATE HOLDER (956) 727-6489 hlopez@ci.laredo.tx.us City of Laredo Attn: Risk Management 1102 Bob Bullock Loop Laredo, TX 78043-9800	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE R.L. Ring, Jr./MDAVI
--	--

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COMMENTS/REMARKS

Workers' Compensation policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

FIRE ALARM CERTIFICATE OF REGISTRATION

**TEXAS DEPARTMENT OF INSURANCE
STATE FIRE MARSHAL'S OFFICE**

Issued To:

TCR - THE BEST ALARM INC

DATE ISSUED: May 8, 2017



Chris Connealy, State Fire Marshal

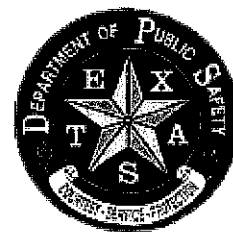
To receive news and updates from the SFMO concerning Fire Industry Licensing, sign up for the SFMO Licensing eNews Update at <http://www.tdi.texas.gov/alert/esfmlicensing.html>

TCR - THE BEST ALARM INC
1416 HOUSTON ST
LAREDO TX 78040



service)

(/psp-self-



Result Details

Business

The Best Alarm Company (T.B.A.C.)

License Number: B10780

License Expiration Date: 12/31/2017

Insurance Policy Expiration Date: 06/02/2018

Class: B

Status: Active

Services:

Electronic Access

Alarm

Mailing Address: 1416 Houston St., Laredo, Texas 78040

Stakeholders

VALDEZ, ADRIAN

resendez, MARTIN III

Resendez, Martin

City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Horacio A. De Leon, City Manager

Initiated By:

Staff Source: Celina Rivera, Executive Assistant; Miguel Pescador Purchasing Agent

SUBJECT

Consideration to award contract FY18-008 to Sun Travel, El Paso, TX for Travel Agency Services. Services include reservations of flight, hotel, car rental, etc. for City business related travel; the term of this contract shall be for a period of two (2) years beginning the date of its execution (subject to future appropriations). This contract can be extended for one additional, two (2) year period, upon mutual agreement of the parties. All services will be secured on an as needed basis. Funding for this contract is available in the various of departments.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The City of Laredo solicited Request for Proposals and received four proposals for the Travel Agency Services. The four proposals submitted were from Pinnacle Travel Services, El Segundo.CA, National Travel Systems, Lubbock, TX., Dumonde Travel, Miami, FL and Sun Travel, Inc, El Paso, TX. Best value criteria was used in evaluating all four proposals by the City of Laredo committee, as well as further clarification questions/responses were requested from the top 3 firms. The committee is recommending that this contract be awarded to Sun Travel, El Paso, TX.

Evaluation Scores:

Vendor Name	Ranking
Sun Travel	1
Pinnacle Travel Services	2
National Travel Systems	3
Dumonde Travel	4

COMMITTEE RECOMMENDATION

The committee is recommending that this contract be awarded to Sun Travel, El Paso, TX.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2018
Budgeted Y/N?: Y
Source of Funds: Travel
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

FY 18-008 - RFP
Evaluation Sheet



***CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
REQUEST FOR PROPOSALS***

**Request for Statement of Proposals
Travel Agency Services**

The City of Laredo desires to identify and contract with a qualified vendor to provide international and domestic travel agency services for the City of Laredo.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

Statements of proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on October 26, 2017** and all proposals received will be opened and publicly acknowledged at **10:00 A.M. on October 27, 2017**.

Statement of proposal are to be submitted in a sealed envelope clearly marked:

**Request for Proposals: Travel Agency Services
RFP FY18-008**

Proposals are to be mailed: City of Laredo – City Secretary C/O Jose A. Valdez, Jr. City Hall – Third Floor PO Box 579 Laredo, Texas 78042-0579	Hand Delivered: City of Laredo – City Secretary C/O Jose A. Valdez, Jr. City Hall – Third Floor 1110 Houston Laredo, Texas 78040
---	--

The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.

Please submit one original signature Proposal document and four copies

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS

These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail.

GENERAL CONDITIONS

Vendors are required to submit Proposals upon the following expressed conditions:

- (a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.
- (b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF PROPOSALS

Proposals will be prepared in accordance with the following:

- (a) All information required by the proposal form shall be furnished. The vendor shall print or type the business name and manually sign the schedule.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.
- (d) Proposed delivery time must be shown and shall include business days.
- (e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS

It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 SUBMISSION OF PROPOSALS

- (a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, P.O. Box 579, Laredo, Texas 78042-0579.
- (b) Proposals must be submitted on the forms furnished. Facsimile proposals will not be considered.
- (c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.

**CITY OF LAREDO
PURCHASING DIVISION**

- (d) Proposals must be valid for a period of ninety days. An extension to hold proposal pricing for actual quantity bids may be requested by the City.
- (e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

4.0 REJECTION OF PROPOSALS

The City may reject a proposal if:

- (a) Vendor misstates or conceals any material fact in the proposal.
- (b) Proposal does not strictly conform to the law or the requirements of the proposal.
- (c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.
- (e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
- (f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any proposal.

5.0 WITHDRAWAL OF PROPOSALS

Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE PROPOSALS OR MODIFICATIONS

Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

7.0 CLARIFICATION AND PROTEST PROCEDURE

- (a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing no later than seven (7) days prior to the scheduled date for opening to:

CITY OF LAREDO PURCHASING AGENT

Miguel A. Pescador
5512 Thomas Avenue
Laredo Texas 78043
mpescador@ci.laredo.tx.us

Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. Should any clarification of the solicitation be deemed necessary by the Purchasing Agent, Any interpretation of the proposal will be made only by an addendum necessary by the Purchasing Agent, a copy of an addendum will be mailed or delivered to each vendor having received of proposal documents. The City will not be responsible for any other interpretations of the proposal During the bid process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another

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subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.

- (b) For solicitations for goods and non-professional services valued at more than \$50,000, bidders will have seven (7) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to:

CITY OF LAREDO PURCHASING AGENT

Miguel A. Pescador
5512 Thomas Avenue
Laredo Texas 78043
mpescador@ci.laredo.tx.us

Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS

- (a) Percentage discounts within a certain period of time will be accepted. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
- (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date.
Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

- (a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.
The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

The contract will be awarded based on (best value criteria) as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code. If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City.

This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of

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the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor.

11.0 PAYMENT & INVOICING

- (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, P.O. Box 210, Laredo, Texas 78042.
- (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

12.0 INSURANCE REQUIREMENTS

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

- (a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.
- (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- (c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- (d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- (e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.
- (f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
 - 1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
 - 2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
 - 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
 - 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
 - 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance.
 - 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

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7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
 8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
 9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
- (g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
- (h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.
- (i) Certificates of insurance are subject to review and approval from the City of Laredo Risk Management department.
- (j) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

12.1 Right to Monitor and Audit

Access To Records. During all phases of the work and services to be provided hereunder the Contractor agrees to permit duly authorized agents and employees of the City, to review and audit medical files during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Contractor will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract. Said medical records must be made available at their

offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the City or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 NON-COLLUSIVE AFFIDAVIT

The City will require that vendors submit a Non-Collusive Affidavit. (See attached form)

13.3 CERTIFICATE OF INTERESTED PARTIES (Form 1295)

The City will require that vendors submit a 1295 form. (See attached form)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a

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value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

13.4 DISCRETIONARY CONTRACTS DISCLOSURE

The City will require that vendors submit a Discretionary Contracts Disclosure (See attached form)

13.5 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

**Request for Proposals
Travel Agency Services**

14.0 Scope of Work

The City of Laredo desires to identify and contract with a qualified vendor to provide international and domestic travel agency services for the City of Laredo.

14.1 All questions for this statement of proposals shall be submitted in writing or by email before October 17, 2017 to:

Miguel A. Pescador

Purchasing Agent

Email: mpescador@ci.laredo.tx.us

Celina Rivera

Executive Assistant to the City Manager

Email: crivera@ci.laredo.tx.us

14.2 City of Laredo is searching for a professional travel Agency to consolidate the reservation of flights, hotels, and rental cars in a timely and organized manner while remaining within a reasonable price range. City of Laredo's 2017 volume is estimated to be approximately 100 bookings per month on average (Flight, Hotels, and/or Car rentals), for business related travel.

14.2.1 Awarded respondent must possess the ability to book air fare, rental cars, and hotels

14.2.2 Awarded respondent must provide adequate customer service, consisting of phone, email support, and smart phone applications, at a minimum.

14.2.3 Awarded respondent should describe any incentive programs available

14.2.4 Awarded respondent should possess the ability to track and give updates on airline credits, Frequent flier numbers, AAA account numbers, Hotel rewards membership numbers, etc. and pass these points/rewards to the respected traveler.

14.2.5 Awarded respondent should have the availability to make unplanned (due to unforeseen situation that may arise) changes to travel arrangements.

14.2.6 Awarded respondent should provide robust reporting functionality to track flight volume, frequency, and spend over various time period

14.2.7 Awarded respondent should offer a variety of payment methods such as direct billing or monthly invoices.

15.0 Qualifications

The awarded respondent should meet the following qualifications;

15.1 5 to 7 years of comparable booking experiences.

15.2 Experiences working with similar sized organizations

16.0 Evaluation of Proposals

The City will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for

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interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected respondent is subject to the action of the City of Laredo City Council.

Negotiations may be conducted with responsible Proposer who submits a proposal determined to be reasonably susceptible of being selected for award. All Proposers will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

17.0 Award of Contract

Submission and award of contract shall be based on the “Terms and Conditions of the Request for Proposals” which is attached and make part of these specifications. This contract will be **awarded** to the bidder that provides the **best value** to the City of Laredo and who’s proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

The City’s obligation for performance of this proposal is contingent upon the availability of funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this informal bid becomes null and void.

In determining the **best value** for the City of Laredo the following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals:

- 17.1 All submittals shall be evaluated to determine which proposal best meets the needs of the City of Laredo. Factors to be considered will include but not limited to:

Criteria	Points
Respondent Background and Experience	30
Cost Proposal	40
Customer Services rating	30
Total Points	100

Rating of Definitions for 10 point Method

Points	Rating	Definition
0	Unsatisfactory	Does not satisfy criteria in proposal.
1	Very Poor to Unsatisfactory	
2	Very Poor	Meets elements of some criteria minimally.
3	Poor to Very Poor	
4	Poor	Meets some criteria at minimum acceptable level.
5	Average to Poor	
6	Average	Adequately meets most criteria.
7	Good to Average	
8	Good	Exceeds minimum criteria.
9	Very Good	Provides benefits to the entity in addition to all required criteria.
10	Excellent	Exceeds all required criteria and provides additional benefits in most areas.

17.1.1 Respondent Background and Experience

This section details the respondent’s corporate background and experience. If the respondent proposes to use subcontractor(s), it must describe any existing ongoing relationships with such subcontractor(s), including project descriptions. The section should include the following information:

- Respondent’s full organization, company, or corporate name;
- Headquarter address;
- Type of ownership (e.g. partnership, corporation);
- If respondent is a subsidiary or affiliate and the name of the parent organization;
- State where the respondent is incorporated or otherwise organized to do business;
- Federal taxpayer identification;
- Name and title of person who will sign the contract; and
- Name and title of person responsible for responding to questions regarding the proposal, with telephone number, facsimile number, and email address.

Describe the respondent’s corporate background as it relates to projects similar in scope and complexity to the project described in this RFP.

17.1.2 Cost Proposal

The Cost Proposal must be based on the Scope of Work described in 14.0. This section should include any business, economic, legal, or practical assumptions that underlie the Cost Proposal.

Respondents may separately identify cost-saving and cost-avoidance methods and measures and the effect of such methods and measures on the Cost Proposal and Scope of Work.

Respondents must utilize the Cost Proposal table format listed below for submitting your Cost Proposal. However, respondents may propose optional cost proposals if such proposals are more cost effective (IE. Time and Materials cost structure, etc.) for City of Laredo.

Reservation Type	Cost per Reservation
Per booking	\$ -

Range	Price estimate
300-350	\$ -
400-450	\$ -
450-500	\$ -
500+	\$ -

17.1.3 *Customer Service*

This section details the respondent's corporate customer service. Need to include reputable customer service rating reference for your business (ex: Better Business Bureau, US Chamber of Commerce or related reputable customer service agencies).

18.0 **Award of Contract**

Submission and award of contract shall be based on the "Terms and Conditions of the Request for Proposals" which is attached and make part of these specifications. This contract will be **awarded** to the bidder that provides the **best value** to the City of Laredo and who's proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

The City's obligation for performance of this proposal is contingent upon the availability of funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this informal bid becomes null and void.

In determining the **best value** for the City of Laredo the following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals:

19.0 **Term of Contract**

The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. The contract may be extended for one additional two (2) year period each upon mutual agreement of the parties. Upon mutual agreement to extend the contract for an additional two (2) year period, both parties must notify each other in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the RFP documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

20.0 **Required Submittals**

- 20.1 Proposal
- 20.2 Bidder information Questionnaire
- 20.3 Conflict of Interest Questionnaire
- 20.4 Non-Collusive Affidavit
- 20.5 Certificate of Interested Parties (Form 1295)
- 20.6 Discretionary Contracts Disclosure

Bidder Information Questionnaire

Bidder Information/Business Questionnaire:

Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) _____

Signature _____ Date _____
of person authorized to sign bid

Print Name _____
of person authorized to sign bid

Title: _____

Business Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

Contact Person Email Address: _____

Federal Tax ID Number: _____

Bidders Principal/Corporate Place of Business Address: _____

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: _____

If applicable, list all other names under which the Business identified above operated in the last five years.

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No.

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Is any litigation pending against the Business? Yes / No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No.
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No.

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No.

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No.

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business:

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040**, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
 2. **Council Members**
 3. **City Manager**
 4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
 5. **Members of the Planning and Zoning Commission.**
 6. **Members of the Board of Adjustments**
 7. **Members of the Building Standards Board**
 8. **Parks & Leisure Advisory Committee Member,**
 9. **Historic District Land Board Member,**
 10. **Ethics Commission Board Member,**
 11. **The Board of Commissioners of the Laredo Housing Authority**
 12. **The Executive Director of the Laredo Housing Authority**
 13. **Any other City of Laredo decision making board member**
- If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

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I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Name

Signature

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is _____
(a Partner or officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this _____ day of _____ 20_____.

Notary Public

My commission expires:

Discretionary Contracts Disclosure



City of Laredo Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 of the City's Ethics Code.

*This is a __ New Submission or __ Correction or __ Update to previous submission.

***1. Name of person submitting this disclosure form.**

First: _____ M.I. _____ Last: _____ Suffix: _____

***2. Contract Information.**

a) Contract or project name: _____

b) Originating department: _____

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).**

***4. List any business entity(ies) that is a partner, parent, or subsidiary business entity(ies) of the individual or entity listed in Question 3.**

Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

Names of partner, parent, or subsidiary business entities:

***5. List any individuals or entities that will be subcontractors on this contract.**

Not applicable. No subcontractors will be retained for this contract.

Subcontractors may be retained, but have not been selected at the time of this submission.

List of subcontractors:

***6. List any attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.**

Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.

List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

**CITY OF LAREDO
PURCHASING DIVISION**

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council any candidate for City Council, or to any political action committee that contributes to City Council elections:

- a) any individual seeking contract with the city (Question 3)
- b) any owner or officer of entity seeking contract with the city (Question 3)
- c) any individual or owner or officer of any entity listed above as a partner, parent, or subsidiary business (Question 4)
- d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
- e) the spouse of any individual listed in response to (a) through (d) above
- f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

List of contributors:

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest.**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/ commission member that has not or will not be raised by these city officials?

I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflicts(s) of interest:

***Acknowledgements**

Updates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

No Contact with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

**CITY OF LAREDO
PURCHASING DIVISION**

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: _____ Title: _____

Company Name or DBA: _____ Date: _____

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.

If necessary to mail, sent to:

City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

**CITY OF LAREDO
PURCHASING DIVISION**

Form 1295

CERTIFICATE OF INTERESTED PARTIES			FORM 1295	
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 USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.				
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.				
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.				
4				
Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		
		Controlling	Intermediary	
5 Check only if there is NO Interested Party. <input type="checkbox"/>				
6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.				
_____ Signature of authorized agent of contracting business entity				
AFFIX NOTARY STAMP / SEAL ABOVE				
Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.				
_____ Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath				
ADD ADDITIONAL PAGES AS NECESSARY				

**Travel Agency Services
RFP 18-008**

Evaluation Committee Score	Pinnacle Travel Services	National Travel Systems	Dumonde Travel	Sun Travel, Inc.
	El Segundo, CA.	Lubbock, TX.	Miami, FL.	El Paso, TX.
	930.0	920.0	890.0	960.0
	940.0	930.0	860.0	880.0
	850.0	850.0	720.0	890.0
Evaluation Total Score	2720.0	2700.0	2470.0	2730.0
Rank	2	3	4	1
Average Score	906.66	900.00	823.33	910.00

Qualification Criteria Evaluation

		Weighted %
Respondent Background and Experience	I	30.00
Cost Proposal	II	40.00
Customer Services rating	III	30.00

City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Martin Aleman, Executive Director of Finance and Technology

Staff Source: Riazul I. Mia, P.E., Utilities Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to ratify and renew contract number FY14-035 to Regional Land Management Services, Laredo, Texas in an amount up to \$418,760.00 to provide disposal services of approximately 10,469 tons of wastewater bio-solids from various wastewater treatment plants. The frequency and number of loads vary depending on the City's need. The bid price is based on a \$40.00 per ton rate. There will be no price increase during this extension period. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This is the last extension period for this contract. Funding is available in the Utilities Department – Wastewater Plant Division Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Awarded a one year contract on 3/7/16.

BACKGROUND

Regional Land Management has a permit to receive bio-solids from the Texas Commission on Environmental Quality (TCEQ). The frequency and number of loads vary depending on the City's need. The bid price is based on a per ton rate. All services will be secured on an as need basis. There will be no price increase during this extension period. This is the last extension period for this contract. Staff is recommending that this contract be renewed.

Current Pricing:

<u>WWTP'S to 10705 Highway 359</u>	<u>Est. Qty</u>	<u>Unit Cost/Ton</u>	<u>Est. Yearly Amt.</u>
Disposal of bio-solids in approved sanitary landfill	10,469	\$ 40.00	\$ 418,760.00

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year: 2017
Budgeted Y/N?: Yes
Source of Funds:
Account #: 55942105333920
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

FY14-035 Contract



**City of Laredo
Purchasing Division**

RENEWAL NOTICE

February 8, 2017

Mr. Roberto Trevino
Regional Land Management Services
P.O. Box 333
Laredo, Texas 78042

Re: Disposal of Bio-Solids
Contract FY14-035
Renewal Extension III

Dear Mr. Trevino,

Contract for providing bio-solid disposal services for the City of Laredo Utilities Department was awarded to your company on 3/17/14. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the last extension period for this contract.

Service under contract:

	<u>Unit Cost/Ton</u>
Disposal of bio-solids	\$ 40.00

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Regional Land Management Services	
Request a contract extension: <input checked="" type="checkbox"/>	Not request a contract extension: <input type="checkbox"/>
Authorized Signature:	
Print Name: <u>Roberto Trevino</u>	
Date: <u>2/9/17</u>	



**City of Laredo
Purchasing Division**

LETTER OF AWARD

March 14, 2016

Mr. Roberto Trevino
Regional Land Management Services
P.O. Box 333
Laredo, Texas 78042

Re: Disposal of Bio-Solids
Contract Renewal FY14-035: Extension II
Approved by City Council on March 7, 2016

Dear Mr. Trevino,

This is to inform you that the contract renewal for FY14-035 was approved by City Council on March 7, 2016. The term of this contract shall be for a period of one year. All services will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This is the second of three extension periods.

Service under contract:

	<u>Unit Cost/Ton</u>
Disposal of bio-solids	\$ 40.00

Statutory Requirement to File Form 1295:

Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a notarized copy to mpescador@ci.laredo.tx.us or ealdape@ci.laredo.tx.us. If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular

Meeting Date: 03/07/2016

Initiated By: Jesus Olivares, City Manager

Staff Source: Riazul I. Mia, P.E., Utilities Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew contract number FY14-035 to Regional Land Management Services, Laredo, Texas in an amount up to \$418,760.00 to provide disposal services of approximately 10,469 tons of wastewater bio-solids from various wastewater treatment plants. The frequency and number of loads vary depending on the City's need. The bid price is based on a \$40.00 per ton rate. The Utilities Department will deliver approximately 25,635 tons to the City of Laredo Landfill. There will be no price increase during this extension period. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This is the second of three extension periods. Funding is available in the Utilities Department – Wastewater Plant Division Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Awarded a one year contract on 3/16/15.

BACKGROUND

Regional Land Management has a permit to receive bio-solids from the Texas Commission on Environmental Quality (TCEQ). The frequency and number of loads vary depending on the City's need. The bid price is based on a per ton rate. All services will be secured on an as need basis. There will be no price increase during this extension period. Staff is recommending that this contract be renewed.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for one, additional one (1) year period each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may

be renewed month to month until a new contract is executed.

Current Pricing:

<u>WWTP'S to 10705 Highway</u> <u>359</u>	<u>Est. Qty</u>	<u>Unit Cost/Ton</u>	<u>Est. Yearly Amt.</u>
Disposal of bio-solids in approved sanitary landfill	10,469	\$ 40.00	\$ 418,760.00

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year: 2016
Budgeted Y/N?: Yes
Source of Funds:
Account #: 55942105333920
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Contract FY14-035



**City of Laredo
Purchasing Division**

RENEWAL NOTICE

February 10, 2016

Mr. Roberto Trevino
Regional Land Management Services
P.O. Box 333
Laredo, Texas 78042

Re: Disposal of Bio-Solids
Contract FY14-035
Renewal Extension II

Dear Mr. Trevino,

Contract for providing bio-solid disposal services for the City of Laredo Utilities Department was awarded to your company on 3/17/14. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the second of three extension periods.

Service under contract:

	<u>Unit Cost/Ton</u>
Disposal of bio-solids	\$ 40.00

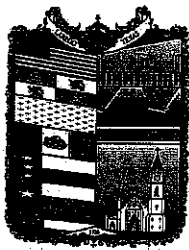
Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Regional Land Management Services	
Request a contract extension: <input checked="" type="checkbox"/>	Not request a contract extension: <input type="checkbox"/>
Authorized Signature:	
Print Name: ROBERTO TREVINO	
Date: 2/12/16	



**City of Laredo
Purchasing Division**

LETTER OF AWARD

March 17, 2015

Mr. Roberto Trevino
Regional Land Management Services
P.O. Box 333
Laredo, Texas 78042

Re: Disposal of Bio-Solids
Contract Renewal FY14-035: Extension I
Approved by City Council on March 16, 2015

Dear Mr. Trevino,

This is to inform you that the contract renewal for FY14-035 was approved by City Council on March 15, 2015. The term of this contract shall be for a period of one year. All services will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This is the first of three extension periods.

Service under contract:

	<u>Unit Cost/Ton</u>
Disposal of bio-solids	\$ 40.00

If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular

Meeting Date: 03/16/2015

Initiated By: Jesus Olivares, Interim City Manager

Staff Source: Tomas Rodriguez, P.E., Utilities Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew contract number FY14-035 to Regional Land Management Services, Laredo, Texas in an amount up to \$418,760.00 to provide disposal services of approximately 10,469 tons of wastewater bio-solids from various wastewater treatment plants. The frequency and number of loads vary depending on the City's need. The bid price is based on a \$40.00 per ton rate. The Utilities Department will deliver approximately 25,635 tons to the City of Laredo Landfill. There will be no price increase during this extension period. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. Funding is available in the Utilities Department – Wastewater Plant Division Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Awarded a one year contract on 3/17/14.

BACKGROUND

Regional Land Management has a permit to receive bio-solids from the Texas Commission on Environmental Quality (TCEQ). The frequency and number of loads vary depending on the City's need. The bid price is based on a per ton rate. All services will be secured on an as need basis. There will be no price increase during this extension period. Staff is recommending that this contract be renewed.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for two, additional one (1) year periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

Current Pricing:

<u>WWTP'S to 10705 Highway 359</u>	<u>Est. Qty</u>	<u>Unit Cost/Ton</u>	<u>Est. Yearly Amt.</u>
Disposal of bio-solids in approved sanitary landfill	10,469	\$ 40.00	\$ 418,760.00

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year: 2015
Budgeted Y/N?: Yes
Source of Funds:
Account #: 55942105333920
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Contract FY14-035



**City of Laredo
Purchasing Division**

RENEWAL NOTICE

February 5, 2015

Mr. Roberto Trevino
Regional Land Management Services
P.O. Box 333
Laredo, Texas 78042

Re: Disposal of Bio-Solids
Contract FY14-035
Renewal Extension I

Dear Mr. Trevino,

Contract for providing bio-solid disposal services for the City of Laredo Utilities Department was awarded to your company on 3/17/14. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the first of three extension periods.

Service under contract:

	<u>Unit Cost/Ton</u>
Disposal of bio-solids	\$ 40.00

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Regional Land Management Services	
Request a contract extension: <input checked="" type="checkbox"/>	Not request a contract extension: <input type="checkbox"/>
Authorized Signature:	
Print Name: <u>ROBERTO TREVINO</u>	
Date: <u>2/12/15</u>	

Enrique Aldape III

From: Tomas M. Rodriguez, Jr.
Sent: Thursday, February 05, 2015 9:35 PM
To: Jose Chavarria
Cc: Enrique Aldape III; Alonzo Diaz; Orlando Perez; Tomas Hernandez; Humberto Salinas; South Plant; Gloria P. Saavedra
Subject: RE: March 2015 Contracts

Chava,
I agree to renew the contract with Ponderosa Landfill.
Tomas

From: Jose Chavarria
Sent: Thursday, February 05, 2015 11:56 AM
To: Tomas M. Rodriguez, Jr.
Cc: Enrique Aldape III; Alonzo Diaz; Orlando Perez; Tomas Hernandez; Humberto Salinas; South Plant; Gloria P. Saavedra
Subject: FW: March 2015 Contracts

Sir,

The current Bio-solids Disposal contract for the Ponderosa Landfill will expire on March 17, 2015. With your approval, I recommend to renewed the contract for the second year.

From: Enrique Aldape III
Sent: Thursday, February 05, 2015 9:29 AM
To: Jack Dunn, Jr.; Ronald W. Miller; Ruben Amesquita; William Mastin; Tony Moreno; Jose Chavarria; Alonzo Diaz; Ernesto Elizondo, Jr.; Stephen R. Gells
Subject: March 2015 Contracts

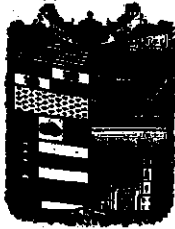
Good morning

Please advise if you wish to renew the following contracts which expire in March 2015. All these contracts have extensions.

MARCH 2015		Department	Awarded	E
Bio-Solid Disposal	14-035	Utilities	3/17/2014	3/1
Dry Sludge Removal-Jefferson Water Plant	14-044	Utilities	3/17/2014	3/1
Auto Batteries	14-043	Fleet	3/17/2014	3/1
Wood Grinding Services	13-026	Landfill	3/18/2013	3/1

Thanks

Enrique Aldape III
Administrative Assistant II
City of Laredo Purchasing Division



**City of Laredo
Purchasing Division**

LETTER OF AWARD

March 18, 2014

Mr. Roberto Trevino
Regional Land Management Services
P.O. Box 333
Laredo, Texas 78042

Re: Disposal of Bio-Solids
Contract FY14-035
Approved by City Council on March 17, 2014

Dear Mr. Trevino,

This is to inform you that contract FY14-035 was approved by City Council on March 17, 2014. The term of this contract shall be for a period of one year. All services will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order.

Service under contract:

	<u>Approx. Tons</u>	<u>Unit Cost/Ton</u>
Disposal of bio-solids	10,469	\$ 40.00

If there are any questions regarding this authorization, please feel free to call me at (956) 790-1825.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular

Meeting Date: 03/17/2014

Staff Source: Tomas Rodriguez, P.E., Utilities Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award contract number FY14-035 to the sole bidder, Regional Land Management Services, Laredo, Texas in an amount up to \$418,760.00 to provide disposal services of approximately 10,469 tons of wastewater bio-solids from various wastewater treatment plants. The frequency and number of loads vary depending on the City's need. The bid price is based on a \$40.00 per ton rate. The Utilities Department will deliver approximately 25,635 tons to the City of Laredo Landfill at a fee of \$16.50 per ton for a total of \$422,976.00, which would be the same as Budget Year 2012-2013. The cost of sending the 10,469 tons to San Antonio was \$670,000.00. The approximate savings to the City of Laredo Utilities Department will be \$251,000.00. Funding is available in the Utilities Department – Wastewater Plant Division budget.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Bids were requested for an annual contract for disposal services of wastewater bio-solids for the Utilities Department Wastewater Plant Division in order to save the freight of sending bio-solids to San Antonio when rainy or windy conditions prevent the department from delivering bio-solids to the City of Laredo Landfill. The Utilities Department sent 10,469 tons at a cost of \$64 per ton (includes freight) to San Antonio for a total of \$670,000.00 in 2012-13. Delivering 25,635 tons of the bio-solids to the City of Laredo Landfill and 10,469 to Regional Land Management Services will save the Utilities Department approximately \$251,240.00. Regional Land Management has a permit to receive bio-solids from the Texas Commission on Environmental Quality (TCEQ). The frequency and number of loads vary depending on the City's need. The bid price is based on a per ton rate. All services will be secured on an as need basis.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) years periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual

contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

Proposed Services

**Regional Land Management
Services**

Laredo, Texas

WWTP'S to 10705 Highway

359

Disposal of bio-solids in approved sanitary landfill

Est. Qty

Unit Cost/Ton

Est. Yearly Amt.

10,469

\$ 40.00

\$ 418,760.00

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year:

2014

Budgeted Y/N?:

Source of Funds:

Sewer Operations

Account #:

559-4210-533-3920

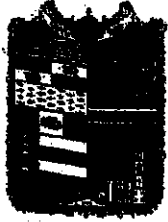
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

#1

CITY OF LAREDO
PURCHASING DIVISION



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS**

PUBLIC NOTICE

DISPOSAL OF WASTEWATER BIO-SOLIDS

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract the disposal of wastewater bio-solids for the Utilities Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until 5:00 P.M on January 09, 2014; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on January 10, 2014.

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Disposal of Bio-Solids
FY14-035**

<p>Bids are to be mailed: City of Laredo – City Secretary C/O Gustavo Guevara Jr. City Hall – Third Floor PO Box 579 Laredo, Texas 78042-0579</p>	<p>Hand Delivered: City of Laredo – City Secretary C/O Gustavo Guevara Jr. City Hall – Third Floor 1110 Houston Laredo, Texas 78040</p>
--	--

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

CITY OF LAREDO
PURCHASING DIVISION



**City of Laredo
Purchasing Division**

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this invitation for Bids and other contract provisions for awarding an annual contract the disposal of wastewater bio-solids for the Utilities Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on January 9, 2014 and all bids received will be opened and read publicly on January 10, 2014 at 3:00 P.M.

Bids are to be submitted in a sealed envelope clearly marked:


**BID: Disposal of Bio-Solids
FY14-035**

Bids are to be mailed:
City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
PO Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
1110 Houston
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 9th DAY OF DECEMBER 2013.



Gustavo Guevara Jr.
City Secretary

**CITY OF LAREDO
PURCHASING DIVISION**

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- (f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.
- (c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a period of sixty days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

**CITY OF LAREDO
PURCHASING DIVISION**

- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) **The City may reject all bids or any part of a bid whenever it is deemed necessary.**
- (h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each vendor having receiving a set of bid documents. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

- (a) **Protest Procedures:** The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
 - (b) **To be performed by protesting vendor:** Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
 - (c) **To be performed by City's Purchasing Officer:** Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
 - (d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

- (a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
- (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

**CITY OF LAREDO
PURCHASING DIVISION**

9.0 INTENT OF CONTRACT

(a) **ANNUAL SUPPLY CONTRACTS:** This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall be bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

- (a) The contract will be awarded to the lowest responsible bidder(s) based on evaluation factors listed in the request for bid document, in accordance to the provisions of the State of Texas - Local Government Code.
- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. **Proof:** The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the city to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.
- (e) **Title & Risk of Loss:** The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.
- (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
 - 1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
 - 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
 - 3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

- (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042 and copy to Environmental Services at 619 Reynolds Laredo, Texas 78040.

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12.0 INSURANCE REQUIREMENTS

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

- (a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.
- (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- (c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- (d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- (e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.
- (f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
 1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
 2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance.
 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
 7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
 8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
 9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
- (g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
 1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
- (h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

**CITY OF LAREDO
PURCHASING DIVISION**

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED INTERESTS IN CONTRACTS

(a) No city official or employee shall directly or indirectly have a financial interest in any contract with the City, or shall be financially interested in the sale to the City of any land, materials, supplies, or service, except on behalf of the City as an official or employee.

(b) Any willful violation of this Section shall constitute malfeasance in office, and any city official or employee listed in subsection (a) who is found guilty thereof shall forfeit his office or position. Any violation of this Section, with the knowledge, expressed or implied, of the person or corporation contracting with the Council shall render the contract involved voidable by the City Manager or the Council and the case shall be referred to the proper authorities.

(c) Financial Interest.

A city official or employee is presumed to have a prohibited "financial interest" in a contract with the City, or in the sale to the city of land, materials, supplies, or service, if any of the following individuals or entities is a party to the contract or sale:

(1) A city official, city employee, Parks & Leisure Advisory Committee Member, Historic District Land Board Member, Ethics Commission Board Member, or other decision making board member;

(2) His or her spouse, sibling, parent, child or other family member within the fourth degree of consanguinity or affinity;

(3) A business entity in which the official or employee, or his or her parent, child or spouse, directly or indirectly owns:

(A) Ten percent (10%) or more of the voting stock or shares of the business entity; or

(B) Ten percent (10%) or more of the fair market value of the business entity; or

(4) A business entity if any person or entity listed in Subsection (1),(2) or (3) above is:

(A) a subcontractor on a city contract;

(B) a partner; or

(C) a parent or subsidiary business entity.

13.3 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.4 NON-COLLUSIVE AFFIDAVIT

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

CITY OF LAREDO
PURCHASING DIVISION

**Disposal of Wastewater Bio-Solids
Utilities Department**

14.0 Scope of Work

The City of Laredo is accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, from qualified state approved landfills within a 160 mile radius of the City Of Laredo for the disposal of up to 43,800 wet tons of bio-solids (dewatered sludge) on an annual basis. Bidders must be prepared to receive all or part of the produced volume. These solids are the by-product of the domestic treatment of wastewater and are produced by the various City of Laredo operated wastewater treatment plants. An estimated 120 wet tons per day of said solids are daily produced. These solids are dewatered using specialized belt filter presses which converts liquid sludge into a solid sludge cake. The produced sludge cake contains approximately 18 percent solids and will be hauled daily to the successful landfill for final disposal. These bio-solids must be buried daily.

14.1 Bidders must meet all FEDERAL and STATE rules and laws governing the municipal landfill operations and the domestic wastewater sludge disposal requirements.

14.2 Bidders must properly examine (a) the type or composition of the bio-solids, (b) investigate the difficulties that they might encounter when receiving the solids, (c) determine the solids disposal methods, (d) determine their disposal cells loading capacities, (e) the trucks accessibility to the unloading cells, (f) the time and days to receive proposed solids, (g) must have a state certified scale to weigh the fully loaded truck as well as the tare weight, before they submit their bid.

14.3 The proposed sludge (solids) are tested annually and have met all analysis requirements mandated by the State TCEQ chapter 30 TAC 330 and chapter 40 CFR part (261 & 268) analysis requirements (see attached documents Exhibit I).

15.0 Inspections of the Wastewater Plants Facilities

Bidders desiring to inspect the plant facility to view the sludge dewatering facilities and the produced bio-solids must request and receive authorization from the City of Laredo Utilities Department before actual visits take place.

16.0 Specification Disposal Requirements:

The successful bidder will be asked to daily accept and dispose of an estimated maximum total of 120 tons (approximately 120 cubic yards) of the dewatered bio-solids. These solids have an average solids content of 18%. The solids will be transferred by the City via truck loads of 18 to 22 cubic yards (approximately 18 to 22 tons/load) between 8:00 AM to 5:00 PM. The successful landfill must be prepared to accept these loads every 2 hours or as soon as possible. These solids must be disposed and buried daily. If for whatever reasons the successful bidder is not able to accept the dewatered bio-solids on any given day, the bidder needs to inform the City at least 24 hours in advance so arrangements can be made to stop the disposal of solids for that day. If this happens, the successful bidder will be asked to make arrangements to accept 6 loads per day for the next three days to compensate for the loads that were not received.

16.1 Bidders Responsibility:

- Must be prepared to accept these loads every 2 hours
- Responsible in providing guidance to the unloading areas or cells
- Provide safe unloading grounds
- Provide a safe access to the unloading sites.
- Bury the solids daily
- Must provide a delivery ticket confirming the loads weight in tons per truck load
- Must conform to the plant's state mandated truck loads manifest tickets forms information requirements.

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16.2 City Responsibilities:

- The city will be responsible to haul and unload these solids where directed by the landfill coordinators.
- Follow all rules and regulation set forth by the successful landfill bidder concerning the hauling and unloading of the solids loads.
- Provide all the solids analysis data as required by the landfill coordinators

16.3 Bidders shall make all investigations necessary to thoroughly inform themselves regarding The solids composition and appearance. No pleas of ignorance by the bidder of conditions that exist or may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. Items not mentioned in this contract but presumed required must be discussed with the City before actual implementation. City must approve the requested work item and a mutual agreement must be reached by the two parties involved. The agreement involves pricing as well.

17.0 Definitions

17.1 Sludge – The product generated and produced by the treatment of wastewater in a wastewater treatment plant.

17.2 Bio-solids definition – Wastewater sludge that is dewatered by filter presses producing a sludge cake that has an average 18-20% solids and 78-80% moisture.

17.3 Wet Tons –Weight of sludge that has been dewatered through belt pressing and contains an average of eighteen (18) percent solids. It is also referred as sludge cake.

17.4 Sludge Analysis- Laboratory analysis performed to determine the toxicity or hazardous of the produced sludge.

17.5 Sludge Cake - shall refer to the sludge that is produced in the filtration process. The present average percent solids of this sludge cake are 18% with a range of approximately 15- 20%. This is also referred to as dewatered sludge.

17.6 City - Shall mean the City of Laredo-Utilities Department

17.7 Questions regarding this bid specification shall be submitted in writing 14 days before the date of the bid to:

Enrique Aldape,
City of Laredo Purchasing Division
5512 Thomas Ave
Laredo, TX 78041
Email: aldape@ci.laredo.tx.us
Fax: 956-790-1805

17.8 Contact Persons: Utilities Department: Jose Chavarria (956) 721-2022 or e-mail jchavarria@ci.laredo.tx.us, Angel Leon (956)-721-2022 or email aleon@ci.laredo.tx.us

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PURCHASING DIVISION**

18.0 Term

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) years periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

19.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which are attached and made part of these specifications. This contract will be awarded to the lowest responsible bidder whose proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code.

Annual Supply Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

19.1 The City of Laredo reserves the right to produce more or less than the quantities indicated on the bid schedule. All quantities listed are estimates only for bidding purposes only and not to be interpreted as a guarantee to purchase. The City of Laredo will determine the dollar amount of this contract and shall be contingent upon approval from City Council.

20.0 Contract Payment Schedule

20.1 All contract payments shall be understood to be subject to appropriation by the City of Laredo on an annual budget basis.

20.2 Payment for the disposal of dewatered solids shall be on a per ton basis, which is based on documentation of weight amounts before and after loading for each load taken and recorded at a certified scale acceptable to the City. Payment shall be for the disposal of sludge, along with all work incidentals to complete the work.

20.3 Actual payment for the above-identified services shall be paid monthly by the City after receipt of appropriately documented invoices from the successful bidder.

20.4 The contractor shall perform and provide services under the contract and shall not be entitled to any compensation in addition to the amount provided under the contract for the term of the contract.

20.5 Invoicing

When submitting invoices for payment, successful bidder must enter the total amount of wet tons received per week on each invoice. Example:

First Week (Date)	_____	Tons
Second Week (Date)	_____	Tons
Third Week (Date)	_____	Tons
Fourth Week (Date)	_____	Tons

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21.0 Required Submittals

You are asked to respond to the following questions and provide concise responses to these questions.

- 21.1 Bidder Questionnaire / Vendor Information Sheet - completed and signed by authorized company representative
- 21.2 Conflict of Interest Questionnaire
- 21.3 Evaluation questionnaire and pricing information.

CITY OF LAREDO
PURCHASING DIVISION

Tab A - Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

Name of Offeror (Business) REGIONAL LAND MANAGEMENT SERVICES

Signature [Signature] Date 1/2/14
of person authorized to sign bid

Print Name ROBERTO TREVINO
of person authorized to sign bid

Title: MANAGER

Business Address: P.O. BOX 333

City, State, Zip Code: LAREDO, TEXAS 78042

Telephone Number: 956-723-3333 Fax Number: 956-791-5912

Contact Person Email Address: RL4@SBCGLOBAL.NET

Federal Tax ID Number: 74-2898163

Bidders Principal/Corporate Place of Business Address: SAN GUADALUPE LAREDO, TEXAS 78040

Indicated Status of Business:
Corporation _____ Partnership Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 15 years

If applicable, list all other names under which the Business identified above operated in the last five years.
dba Ponderosa Regional Landfill

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes (No)

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Is any litigation pending against the Business? Yes / No

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business:

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

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PURCHASING DIVISION**

Tab B- Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include:

1. Mayor
2. Council Members
3. City Manager
4. Members of the Fire Fighters and Police Officers Civil Service Commission.
5. Members of the Planning and Zoning Commission.
6. Members of the Board of Adjustments
7. Members of the Building Standards Board
8. Parks & Leisure Advisory Committee Member,
9. Historic District Land Board Member,
10. Ethics Commission Board Member,
11. The Board of Commissioners of the Laredo Housing Authority
12. The Executive Director of the Laredo Housing Authority
13. Any other City of Laredo decision making board member

CITY OF LAREDO
PURCHASING DIVISION

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

ROBERTO TREVIÑO

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

JOSE FLORES Airport Director
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

[Signature]
Signature of person doing business with the governmental entity

1/2/14
Date

AIRPORT BOARD MEMBER

**CITY OF LAREDO
PURCHASING DIVISION**

Tab C Bid Price Schedule

22.0 Provide proposed pricing for all the services listed.

	Description	Estimate Qty	Unit Price/Ton	Total
Basic Bid	Disposal of bio-solids in an approved sanitary landfill	43,800 tons	\$40 or see below	\$ 1,752,000


\$21 per ton if RLMS receives 100% of all sludge generated.
TOTAL \$919,800

Company Name: REGIONAL LAND MANAGEMENT SERVICES

Owner/President Name: ROBERTO TREVINO /MANAGER

Company Address: P.O. BOX 333

City, State, Zip Code: LAREDO, TEXAS 78042

Company Authorized Representative's Signature: 

Company Representative's Name: ROBERTO TREVINO

Signature on this form indicates agreement with "Instructions to Bidder -- General Terms and Conditions, pricing and all specifications listed on this document."

Physical Address of landfill : 10705 STATE HWY 359 78042

Please submit one original signature bid document and two copies.

CITY OF LAREDO
PURCHASING DIVISION

Exhibit I

WASTEWATER TREATMENT PLANT
TCLP FOR 2012 - 2013

TCLP EXTRACTABLE METALS	UNIT	ZACATE CREEK		SOUTHSHORE		NORTH LAREDO		UNITED	L. COLONIA	PERITAS
		SEP - 12	MAR - 13	SEP - 12	MAR - 13	NOV - 12	MAR - 13	APR - 12	APR - 12	APR - 12
Arsenic (As)	mg/L	<0.010	<0.010	<0.010	<0.010	<0.010	<0.010	<0.010	<0.010	<0.010
Barium (Ba)	mg/L	0.002	0.003	0.007	0.1	0.14	0.17	0.18	0.3	0.3
Cadmium (Cd)	mg/L	<0.0009	<0.0009	<0.0010	<0.0010	<0.0010	<0.0010	<0.0009	<0.0010	<0.0010
Chromium (Cr)	mg/L	<0.010	<0.010	<0.010	<0.010	<0.010	<0.010	0.015	<0.010	<0.010
Lead (Pb)	mg/L	<0.010	<0.010	<0.010	0.012	<0.010	0.011	<0.010	<0.010	<0.010
Mercury (Hg)	mg/L	<0.0009	<0.0009	<0.0009	<0.0009	<0.0009	<0.0009	<0.0009	<0.0009	<0.0009
Manganese (Mn)	mg/L	<0.009	<0.009	<0.009	<0.009	<0.009	<0.009	<0.009	<0.009	<0.009
TCLP PESTICIDES										
Chlorpyrifos	mg/L	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025
Endrin	mg/L	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050
Heptachlor	mg/L	<0.0025	<0.0025	<0.0025	<0.0025	<0.0025	<0.0025	<0.0025	<0.0025	<0.0025
Heptachlor Epoxide	mg/L	<0.0025	<0.0025	<0.0025	<0.0025	<0.0025	<0.0025	<0.0025	<0.0025	<0.0025
Lindane	mg/L	<0.0025	<0.0025	<0.0025	<0.0025	<0.0025	<0.0025	<0.0025	<0.0025	<0.0025
Methoxychlor	mg/L	<0.0025	<0.0025	<0.0025	<0.0025	<0.0025	<0.0025	<0.0025	<0.0025	<0.0025
Terbufos	mg/L	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25
TCLP HERBICIDES										
2,4-D	mg/L	<50 ug/L	<50 ug/L	<50 ug/L	<50 ug/L	<50 ug/L	<50 ug/L	<50 ug/L	<50 ug/L	<50 ug/L
2,4,5-TP (Silvex)	mg/L	<50 ug/L	<50 ug/L	<50 ug/L	<50 ug/L	<50 ug/L	<50 ug/L	<50 ug/L	<50 ug/L	<50 ug/L
TCLP SEMI-VOLATILE ORGANICS										
1,4-Dichlorobenzene	mg/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L
2,4-Dinitrochlorobenzene	mg/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L
Hexachlorobenzene	mg/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L
Hexachlorobutadiene	mg/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L
Hexachlorocyclopentadiene	mg/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L
Nitrobenzene	mg/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L
Pyridine	mg/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L
Total Chloro	mg/L	100 ug/L	100 ug/L	100 ug/L	100 ug/L	100 ug/L	100 ug/L	100 ug/L	100 ug/L	100 ug/L
Parachlorophenol	mg/L	<500 ug/L	<500 ug/L	<500 ug/L	<500 ug/L	<500 ug/L	<500 ug/L	<500 ug/L	<500 ug/L	<500 ug/L
2,4,6-Trichlorophenol	mg/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L
2,4,6-Trichlorophenol	mg/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L
TCLP VOLATILE ORGANICS										
Benzene	mg/L	<50 ug/L	<50 ug/L	<50 ug/L	<50 ug/L	<50 ug/L	<50 ug/L	<50 ug/L	<50 ug/L	<50 ug/L
Carbon Tetrachloride	mg/L	<25 ug/L	<25 ug/L	<25 ug/L	<25 ug/L	<25 ug/L	<25 ug/L	<25 ug/L	<25 ug/L	<25 ug/L
Dibromochloroethane	mg/L	<25 ug/L	<25 ug/L	<25 ug/L	<25 ug/L	<25 ug/L	<25 ug/L	<25 ug/L	<25 ug/L	<25 ug/L
Chloroform	mg/L	<25 ug/L	<25 ug/L	<25 ug/L	<25 ug/L	<25 ug/L	<25 ug/L	<25 ug/L	<25 ug/L	<25 ug/L
1,2-Dichloroethane	mg/L	<25 ug/L	<25 ug/L	<25 ug/L	<25 ug/L	<25 ug/L	<25 ug/L	<25 ug/L	<25 ug/L	<25 ug/L
1,1-Dichloroethylene	mg/L	<25 ug/L	<25 ug/L	<25 ug/L	<25 ug/L	<25 ug/L	<25 ug/L	<25 ug/L	<25 ug/L	<25 ug/L
Methyl Ethyl Ketone	mg/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L	<100 ug/L
Tetrachloroethylene	mg/L	<25 ug/L	<25 ug/L	<25 ug/L	<25 ug/L	<25 ug/L	<25 ug/L	<25 ug/L	<25 ug/L	<25 ug/L
Trichloroethylene	mg/L	<25 ug/L	<25 ug/L	<25 ug/L	<25 ug/L	<25 ug/L	<25 ug/L	<25 ug/L	<25 ug/L	<25 ug/L
Vinyl Chloride	mg/L	<25 ug/L	<25 ug/L	<25 ug/L	<25 ug/L	<25 ug/L	<25 ug/L	<25 ug/L	<25 ug/L	<25 ug/L

CITY OF LAREDO
PURCHASING DIVISION

**ZACATE CREEK WWTP PERMIT ANALYSIS
SLUDGE QUALITY
DATA FOR 2012 - 2013**

PARAMETER	UNIT	SEP - 12	NOV - 12	JAN - 13	MAR - 13	JUN - 13	AUG - 13
Conductivity (pH Liquids)	SU	6.50	6.20	6.2	6.40	6.30	6.3
Solid, Molybdenum (Mo)	mg/Kg	<1.6	<1.9	<2.0	<1.9	0.38	0.27
Solid, Nickel (Ni)	mg/Kg	<1.6	<1.9	<2.0	<1.9	0.45	0.23
Solid, Selenium (Se)	mg/Kg	<0.80	<0.94	<0.99	<0.98	0.24	0.21
Solid, Zinc (Zn)	mg/Kg	21	19	13	12	24	140
Solid, Arsenic (As)	mg/Kg	<1.6	<1.9	<2.0	<1.9	0.15	<0.13
Solid, Cadmium (Cd)	mg/Kg	<0.40	<0.47	<0.50	<0.48	0.13	<0.033
Solid, Chromium (Cr)	mg/Kg	<0.80	<0.94	<0.98	<0.98	0.46	0.27
Solid, Copper (Cu)	mg/Kg	6.7	5.4	5	4.1	7.9	6
Solid, Lead (Pb)	mg/Kg	0.57	<0.47	<0.50	<0.48	0.68	0.3
Solid, Mercury (Hg)	mg/Kg	<0.12	<0.10	<0.099	<0.11	<0.099	0.019
PCBs	mg/Kg	<0.099			<0.32		

**SOUTHSIDE WWTP PERMIT ANALYSIS
SLUDGE QUALITY
DATA FOR 2012 - 2013**

PARAMETER	UNIT	SEP - 12	NOV - 12	JAN - 13	MAR - 13	JUN - 13	AUG - 13
Conductivity (pH Liquids)	SU	6.60	6.70	6.90	6.60	6.60	6.5
Solid, Molybdenum (Mo)	mg/Kg	<1.6	<1.9	<2.0	<1.7	0.14	<0.12
Solid, Nickel (Ni)	mg/Kg	<1.6	<1.9	<2.0	<1.7	0.19	0.12
Solid, Selenium (Se)	mg/Kg	<0.79	<0.96	<0.99	<0.98	0.23	0.3
Solid, Zinc (Zn)	mg/Kg	11	6.6	6.5	9.3	10	6.6
Solid, Arsenic (As)	mg/Kg	<1.6	<1.9	<2.0	<1.7	<0.13	<0.14
Solid, Cadmium (Cd)	mg/Kg	<0.39	<0.46	<0.50	<0.49	0.036	<0.095
Solid, Chromium (Cr)	mg/Kg	<0.79	<0.96	<0.99	<0.98	0.18	<0.13
Solid, Copper (Cu)	mg/Kg	4.80	2.9	2.5	2.70	3.6	2.3
Solid, Lead (Pb)	mg/Kg	<0.39	<0.46	<0.50	<0.49	0.27	<0.15
Solid, Mercury (Hg)	mg/Kg	<0.12	<0.11	<0.099	<0.11	<0.099	<0.099
PCBs	mg/Kg	<0.099			<0.33		

CITY OF LAREDO
PURCHASING DIVISION

**NORTH LAREDO WWTP PERMIT ANALYSIS
SLUDGE QUALITY
DATA FOR 2012 - 2013**

PARAMETER	UNIT	SEP - 12	MAR - 13
Corrosivity (pH Liquids)	SU	6.70	6.90
Solid, Molybdenum (Mo)	mg/Kg	<1.6	<1.8
Solid, Nickel (Ni)	mg/Kg	<1.6	<1.8
Solid, Selenium (Se)	mg/Kg	<0.79	<0.96
Solid, Zinc (Zn)	mg/Kg	7.1	6.7
Solid, Arsenic (As)	mg/Kg	<1.6	<1.8
Solid, Cadmium (Cd)	mg/Kg	<0.40	<0.48
Solid, Chromium (Cr)	mg/Kg	<0.79	<0.96
Solid, Copper (Cu)	mg/Kg	4.1	2.90
Solid, Lead (Pb)	mg/Kg	<0.40	<0.48
Solid, Mercury (Hg)	mg/Kg	<0.13	<0.10
PCB's	mg/Kg	<0.099	<0.33

**UNITEC WWTP PERMIT ANALYSIS
SLUDGE QUALITY
DATA FOR 2012 - 2013**

PARAMETER	UNIT	APR - 13
Corrosivity (pH Liquids)	SU	6.50
Solid, Molybdenum (Mo)	mg/Kg	<1.8
Solid, Nickel (Ni)	mg/Kg	<1.8
Solid, Selenium (Se)	mg/Kg	<0.90
Solid, Zinc (Zn)	mg/Kg	17
Solid, Arsenic (As)	mg/Kg	<1.8
Solid, Cadmium (Cd)	mg/Kg	<0.45
Solid, Chromium (Cr)	mg/Kg	<0.90
Solid, Copper (Cu)	mg/Kg	5.1
Solid, Lead (Pb)	mg/Kg	<0.45
Solid, Mercury (Hg)	mg/Kg	<0.11
PCB's	mg/Kg	<0.33

CITY OF LAREDO
PURCHASING DIVISION

**LAREDO COLOMBIA WWTP PERMIT ANALYSIS
SLUDGE QUALITY
DATA FOR 2012 - 2013**

PARAMETER	UNIT	APR - 13
Corrosivity (pH Liquids)	SU	5.90
Solid, Molybdenum (Mo)	mg/Kg	<1.9
Solid, Nickel (Ni)	mg/Kg	<1.9
Solid, Selenium (Se)	mg/Kg	<0.93
Solid, Zinc (Zn)	mg/Kg	4.1
Solid, Arsenic (As)	mg/Kg	<1.9
Solid, Cadmium (Cd)	mg/Kg	<0.47
Solid, Chromium (Cr)	mg/Kg	<0.93
Solid, Copper (Cu)	mg/Kg	<1.9
Solid, Lead (Pb)	mg/Kg	<0.47
Solid, Mercury (Hg)	mg/Kg	<0.11
PCB's	mg/Kg	<0.32

**PEÑITAS WWTP PERMIT ANALYSIS
SLUDGE QUALITY
DATA FOR 2012 - 2013**

PARAMETER	UNIT	APR - 13
Corrosivity (pH Liquids)	SU	6.70
Solid, Molybdenum (Mo)	mg/Kg	<1.7
Solid, Nickel (Ni)	mg/Kg	<1.7
Solid, Selenium (Se)	mg/Kg	<0.85
Solid, Zinc (Zn)	mg/Kg	7.7
Solid, Arsenic (As)	mg/Kg	<1.7
Solid, Cadmium (Cd)	mg/Kg	<0.42
Solid, Chromium (Cr)	mg/Kg	<0.85
Solid, Copper (Cu)	mg/Kg	3.5
Solid, Lead (Pb)	mg/Kg	<0.42
Solid, Mercury (Hg)	mg/Kg	<0.11
PCB's	mg/Kg	<0.33

City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Mario Maldonado, Executive Director of Transportation

Staff Source: Jack Dunn, Fleet Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award contract FY18-013 for the purchase of motor vehicles requested by City departments to the following low bidders:

1. Grapevine Dodge,L.L.C., Grapevine, Texas in the amount of \$328,874.00 for the purchase of thirteen (13) vehicles;
2. Caldwell Country Chevrolet, Caldwell, Texas in the amount of \$ 54,220.00 for the purchase of three (3) vehicles;
3. Silsbee Ford, Silsbee, Texas in the amount of \$ 63,890.76 for the purchase of three (3) vehicles;
4. Blue Bonnet Ford, New Braunfels, Texas in the amount of \$ 77,627.43 for the purchase of three (3) vehicles; and
5. Lake Country Chevrolet, Jasper, Texas in the amount of \$ 41,430.00 for the purchase of two (2) vehicles.

The City received six (6) bids for the purchase of administrative vehicles and trucks for various departments authorized in this FY17-18 budget. Funding is available from the 2018 Capital Outlay Schedule, various bond proceeds and department operational budgets.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received six (6) bids for the purchase of administrative vehicles and trucks for various departments authorized for purchase in this fiscal budget. Fleet Management has submitted a recommendation to award all sections to the lowest bidders. Delivery is expected within ninety to one hundred twenty days after receipt of order. The City of Laredo reserves the right to purchase additional vehicles at bid pricing within a 120 day

period with the consent of the vendor.

Summary

<u>Grapevine Dodge LLC</u>		Unit Price	Ext. Price
Section VIIA: 2018 Dodge Caravan Community Development (1)	1	\$ 22,479.00	\$ 22,479.30
Section VIIIA: 2018 RAM 1500 Reg Cab, Short Bed Health Dept. (Tuberculosis) (1) Parks & Leisure (Aquatics) (1) Utilities Dept. (Utility Billing) (2)	4	\$ 19,529.00	\$ 78,116.00
Section XA: 2018 RAM 1500 Crew Cab, Short Bed Utilities Dept. (Water Treatment) (2) Parks & Leisure (Aquatics) (2)	4	\$ 23,821.00	\$ 95,284.00
Section XIIA: 2018 RAM 2500 Crew Cab, Long Bed Parks & Leisure (Forester) (1) Utilities Dept. (Wastewater Collection) (1) Utilities Dept. (Utility Billing) (1)	3	\$ 29,220.00	\$ 87,660.00
Section XIII A: 2018 RAM 550 Crew Cab, Tool Boxes Utilities Dept. (Wastewater Collection) (1)	1	\$ 45,335.00	\$ 45,335.00
		Total	\$ 328,874.00
<u>Caldwell Country Chevrolet</u>			
Section IA: 2018 Chevy Malibu Health Dept. (Environmental) (2)	2	\$ 16,820.00	\$ 33,640.00
Section IIA: 2018 Chevy Equinox Community Development (Administration) (1)	1	\$ 20,580.00	\$ 20,580.00
		Total	\$ 54,220.00
<u>Silsbee Ford</u>			
Section IIIA: 2018 Ford Escape Parks & Leisure (Rec. Centers) (2)	2	\$ 19,096.46	\$ 38,192.92
Section XIA: 2018 Ford F250 Ext. Cab, Long Bed Utilities Dept. (Wastewater Treatment) (1)	1	\$ 25,697.84	\$ 25,679.84
	Total	3	\$ 63,890.76
<u>Blue Bonnet Ford</u>			

Section VA: 2018 Ford Transit Connect Utilities Dept. (Utility Billing) (3)	3	\$ 25,875.81	\$ 77,627.43
<u>Lake Country Chevrolet</u>			
Section IXA: 2018 Chevy Silverado Ext. Cab Short Bed Engineering Dept. (2)	2	\$ 20,715.00	\$ 41,430.00

A complete Bid Tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that contracts be awarded to the recommended vendors.

Fiscal Impact

Fiscal Year: 2018

Budgeted Y/N?: Yes

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available from 2018 Capital Outlay Schedule, various bond proceeds and department operational budget.

<u>Grapevine</u> <u>Dodge</u>				Department	Expense Account
2018 Dodge Caravan SE	1	\$ 22,479.00	\$ 22,479.00	Health Department (1)	470-9810-535-9004
2018 RAM 1500 Reg. Cab, Short Bed	4	\$ 19,529.00	\$ 78,116.00	Parks & Leisure (1)	471-9810-535-9004
				Utilities Dept. (2)	559-4298-535-9004
				Health Department (1)	470-9810-535-9004

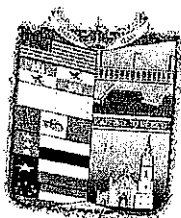
2018 RAM 1500 Crew Cab, Short Bed	4	\$ 23,821.00	\$ 95,284.00	Utilities Dept. (2)	559-4298-535-9004
				Parks & Leisure (2)	471-9810-535-9004
2018 RAM 2500 Crew Cab, Long Bed	3	\$ 29,220.00	\$ 87,660.00	Parks & Leisure (1)	469-9810-535-9004
				Utilities Dept. (2)	559-4298.535-9004
2018 RAM 550 Crew Cab, Tool Boxes	1	\$ 45,335.00	\$ 45,335.00	Utilities Dept. (1)	559-4298.535-9004
	13		\$ 328,874.00		
<u>Caldwell</u> <u>Country</u> <u>Chevrolet</u>					
2018 Chevrolet Malibu	2	\$ 16,820.00	\$ 33,640.00	Health Department (1)	470-9810-535-9004
2018 Chevrolet Equinox	1	\$ 20,580.00	\$ 20,580.00	Community Development (1)	211-8710-545-9004
			\$ 54,220.00		
<u>Silsbee</u> <u>Ford</u>					
2018 Ford Escape	2	\$ 19,096.46	\$ 38,192.92	Parks & Leisure (2)	471-9810-535-9004
2018 Ford F250 Ext. Cab, Long Bed	1	\$ 25,697.84	\$ 25,697.84	Utilities Dept. (1)	559-4298.535-9004
			\$ 63,890.76		
<u>Blue</u> <u>Bonnet</u> <u>Ford</u>					
2018 Ford Transit Connect	3	\$ 25,875.81	\$ 77,627.43	Utilities Dept. (3)	559-4298.535-9004

Lake Country Chevrolet					
2018 Chevrolet Silverado Ext Cab, Short Bed	2	\$ 20,715.00	\$ 41,430.00	Engineering Dept. (1)	469-9810-535-9004

Attachments

Bid Tab FY18-013

Contracts FY18-013



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS**

#3

**ADMINISTRATIVE VEHICLES
CITY OF LAREDO**

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a contract for the purchase of administrative vehicles for the City of Laredo.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until 5:00 P.M on November 28, 2017; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on November 29, 2017.

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Administrative Vehicles – City of Laredo
FY18-013**

<p>Bids are to be mailed: City of Laredo – City Secretary C/O Jose A. Valdez Jr. City Hall – Third Floor 1110 Houston Street Laredo, Texas 78042-0579</p>	<p>Hand Delivered: City of Laredo – City Secretary C/O Jose A. Valdez Jr. City Hall – Third Floor 1110 Houston Street Laredo, Texas 78040</p>
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The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

760533144

CITY OF LAREDO
PURCHASING DIVISION

31.0 Tab B Price Schedule

31.1 Section IA – Intermediate Sedan (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Intermediate Sedan as per Specifications - 23.1 Color: White	2	\$ 17203.46	\$ 34406.92

Auto Make and Model: Ford Fusion 4cyl.

Model Year: 2018

Estimated Time of Delivery: 90 Days

**** The quantities are estimates and are based on the best available information****

Section IB – Intermediate Sedan (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Intermediate Sedan as per Specifications - 23.1 Color: White	2	\$	\$

Auto Make and Model: Ford Fusion

Model Year: 2018

Estimated Time of Delivery: 90 Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Silsbee Ford

Owner/President Name: Drew Donaldson

Company Address: 1211 U.S. Hwy 96 N

City, State, Zip Code: Silsbee, Texas 77656

Company Authorized Representative's Signature: A Glen Angelle

Company Representative's Name: A Glen Angelle

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

31.2 Section IIA – Utility Mid-Size Vehicle (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Utility Mid-Size Vehicle as per Specifications - 24.1 Color: White	1	\$ 2567	\$ 2567

Auto Make and Model: Ford Explorer

Model Year: 2018

Estimated Time of Delivery: 90 Days

**** The quantities are estimates and are based on the best available information****

Section IIB – Utility Mid-Size Vehicle (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Utility Mid-Size Vehicle as per Specifications - 24.1 Color: White	1	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Silsbar Ford

Owner/President Name: Deew Donaldson

Company Address: 1211 U.S. Hwy 96N

City, State, Zip Code: Silsbar, Texas 77454

Company Authorized Representative's Signature: [Signature]

Company Representative's Name: Abraham Angell

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

31.3 Section IIIA - Utility Vehicle Compact (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Utility Vehicle Compact as per Specifications - 24.2 Color: White	2	\$ 19096.46	\$ 38192.92

Auto Make and Model: Ford Escape S

Model Year: 2018

Estimated Time of Delivery: 90 Days

**** The quantities are estimates and are based on the best available information****

Section IIIB - Utility Vehicle Compact (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Utility Vehicle Compact as per Specifications - 24.2 Color: White	2	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Silsbar Ford

Owner/President Name: Drew Donaldson

Company Address: Silsbar Ford

City, State, Zip Code: Silsbar, Texas

Company Authorized Representative's Signature: [Signature]

Company Representative's Name: Alan Angelle

Signature on this form indicates agreement with "Instructions to Bidder - General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

31.4 Section IVA - Carryall Gasoline (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Carryall Gasoline as per Specifications - 24.3 Color: White	1	\$ 36876.92	\$ 36876.92

Auto Make and Model: 2018 Ford Expedition SUV

Model Year: 2018

Estimated Time of Delivery: 90-120 Days

**** The quantities are estimates and are based on the best available information****

Section IVB - Carryall Gasoline (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Carryall Gasoline as per Specifications - 24.3 Color: White	1	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Silsbar Ford

Owner/President Name: D. Paul Donaldson

Company Address: 1211 U.S. Hwy 96N

City, State, Zip Code: Silsbar, Texas

Company Authorized Representative's Signature: A. Glen Angelle

Company Representative's Name: A. Glen Angelle

Signature on this form indicates agreement with "Instructions to Bidder - General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.5 Section VA – Cargo Van (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Cargo Van with rack bins, headache rack as per Specifications - 24.4 Color: White	3	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information****

Section VB – Cargo Van (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Cargo Van with rack bins, headache rack, as per Specifications - 24.4 Color: White	3	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.6 Section VIA – Commercial Mini-Van (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Commercial Mini-van as per Specifications - 25.1 Color: White	1	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information****

Section VIB – Commercial Mini-Van (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Commercial Mini-Van as per Specifications - 25.1 Color: White	1	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.7 Section VIIA – ½ Ton Mini-Van (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- ½ Ton Mini-van as per Specifications - 25.2 Color: White	1	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information****

Section VIIB – ½ Ton Mini-Van (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- ½ Ton Mini-Van as per Specifications - 25.2 Color: White	1	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

31.8 Section VIIIA – Full Size Truck (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Truck Reg. Cab. Short Bed as per Specifications - 26.1 Color: White	4	\$ 21455.92	\$ 85823.68

Auto Make and Model: Ford F-150 Reg Cab

Model Year: 2018

Estimated Time of Delivery: 90 Days

**** The quantities are estimates and are based on the best available information****

Section VIIIB – Full Size Truck (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Truck Reg. Cab. Short Bed as per Specifications - 26.1 Color: White	4	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Silsbee Ford

Owner/President Name: Drew Donaldson

Company Address: 1211 U.S. Hwy 96N

City, State, Zip Code: Silsbee, Texas 77656

Company Authorized Representative's Signature: A. Glen Angelle

Company Representative's Name: A. Glen Angelle

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

31.8 Section IXA – Full Size Truck (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Extended Cab, Short Bed as per Specifications - 26.2 Color: White	2	\$	\$

Auto Make and Model: Ford F-150 Ext. Cab

Model Year: 2018

Estimated Time of Delivery: 90 Days

**** The quantities are estimates and are based on the best available information****

Section IXB – Full Size Truck (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Extended Cab, Short Bed as per Specifications - 26.2 Color: White	2	\$ <u>22611.92</u>	\$ <u>45223.84</u>

Auto Make and Model: Ford

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: SilsBee Ford

Owner/President Name: Drew Donaldson

Company Address: 1211 U.S. Hwy 96N

City, State, Zip Code: SilsBee, Texas 77456

Company Authorized Representative's Signature: A Glan Angelle

Company Representative's Name: A Glan Angelle

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

31.9 Section XA – Full Size Truck (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Crew Cab, Short Bed as per Specifications - 26.3 Color: White	4	\$ 23999.29	\$ 95999.48

Auto Make and Model: Ford F-150 Crew Cab

Model Year: 2018

Estimated Time of Delivery: 90 Days

**** The quantities are estimates and are based on the best available information****

Section XB – Full Size Truck (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Crew Cab, Short Bed as per Specifications - 26.3 Color: White	4	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: SilsBar Ford

Owner/President Name: Drew Donaldson

Company Address: 1211 U.S. Hwy 96 N

City, State, Zip Code: SilsBar Texas 77654

Company Authorized Representative's Signature: A. Glen Angelle

Company Representative's Name: A. Glen Angelle

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

31.10 Section XIA – Full Size Truck (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Extended Cab, Long Bed as per Specifications - 26.4 Color: White	1	\$ 25617.84	\$ 25617.84

Auto Make and Model: Ford F-250 Ext. Cab

Model Year: 2016

Estimated Time of Delivery: 90-120 Days

**** The quantities are estimates and are based on the best available information****

Section XIB – Full Size Truck (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Extended Cab, Long Bed as per Specifications - 26.4 Color: White	1	\$ 29625.84	\$ 29625.84

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Silsbee Ford

Owner/President Name: Deew Donaldson

Company Address: 2111 S.W. 96th

City, State, Zip Code: Silsbee, Texas 77456

Company Authorized Representative's Signature: A. Glan Angelle

Company Representative's Name: A Glan Angelle

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

31.10 Section XIIB – Full Size Truck (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Crew Cab, Long Bed, 4x4 as per Specifications - 26.5 Color: White	1	\$ 29625.84	\$ 29625.84

Auto Make and Model: Ford F-250 Crew Cab

Model Year: 2018

Estimated Time of Delivery: 90-120 Days

**** The quantities are estimates and are based on the best available information****

Section XIIB – Full Size Truck (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Crew Cab, Long Bed, 4x4 as per Specifications - 26.5 Color: White	1	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Silsbee Ford

Owner/President Name: Dean Davidson

Company Address: 1211 U.S. 96th

City, State, Zip Code: Silsbee, Texas 77656

Company Authorized Representative's Signature: [Signature]

Company Representative's Name: A. Blair Angelle

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

31.10 Section XIII A – Full Size Truck (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Crew Cab, DRW, Service Body as per Specifications – 27.0 Color: White	1	\$	\$

Auto Make and Model: Ford F-550 Crew Cab

Model Year: 2018

Estimated Time of Delivery: 120-140 Days

**** The quantities are estimates and are based on the best available information****

Section XIII B – Full Size Truck (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Crew Cab, DRW, Service Body as per Specifications – 27.0 Color: White	1	\$ <u>46999⁰⁰</u>	\$ <u>46999⁰⁰</u>

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: SilsBar Ford

Owner/President Name: Drew Donaldson

Company Address: 1211 U.S. Hwy 96N

City, State, Zip Code: SilsBar, Tx. 77656

Company Authorized Representative's Signature: [Signature]

Company Representative's Name: A. Glen Angell

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

30.0 Tab A - Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

Name of Offeror (Business) SilsBee Ford

Signature of person authorized to sign bid [Signature] Date 11-27-18

Print Name of person authorized to sign bid A. Glon Angelle

Title: Sales Mgr.

Business Address: 1211 U.S. Hwy 96N

City, State, Zip Code: SilsBee, Texas 77454

Telephone Number: 409-880-9191 Fax Number: 409-895-3884

Contact Person Email Address: gangellesamba@fleet@gmail.com

Federal Tax ID Number: 760533194

Bidders Principal/Corporate Place of Business Address: 1211 U.S. Hwy 96N

Indicated Status of Business:
Corporation Partnership Sole Proprietorship Other:

If other state business status: n/a

State how long under its present business name: 20 yrs

If applicable, list all other names under which the Business identified above operated in the last five years.
Same.

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes No

CITY OF LAREDO
PURCHASING DIVISION

HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

A Glen Angelle
Name

[Signature]
Signature

11-27-18
Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date

[Signature]

11-27-18

34.0 Tab E



City of Laredo Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 of the City's Ethics Code.
*This is a New Submission or Correction or Update to previous submission.

***1. Name of person submitting this disclosure form.**

<u>Glan</u>		<u>Angelle</u>	
First	M.I.	Last	Suffix

***2. Contract Information.**

a) Contract or Project name(s): Administration Vehicles city of Laredo

b) Originating Department(s): _____

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

<u>D. Glan</u>	<u>Angelle</u>	<u>[Signature]</u>	
Name (Print)	Signature	Name (Print)	Signature
_____	_____	_____	_____
Name (Print)	Signature	Name (Print)	Signature
_____	_____	_____	_____
Name (Print)	Signature	Name (Print)	Signature
_____	_____	_____	_____
Name (Print)	Signature	Name (Print)	Signature

***4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

Name of partner, parent, or subsidiary business entity(ies): _____

CITY OF LAREDO
PURCHASING DIVISION

***5. List any individuals or entities that will be subcontractors on this contract.**

Not applicable. No subcontractors will be retained for this contract.

Subcontractors may be retained, but have not been selected at the time of this submission.

List of subcontractors: _____

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract: _____

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

- a) Any individual seeking contract with the city (Question 3)
- b) Any owner or officer of entity seeking contract with the city (Question 3)
- c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
- d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
- e) The spouse of any individual listed in response to (a) through (d) above
- f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

List of contributors: _____

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

CITY OF LAREDO
PURCHASING DIVISION

I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest: _____

***Acknowledgements**

Updates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

No Contract with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

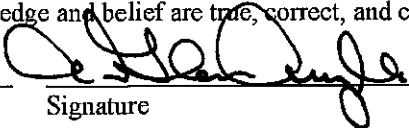
***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

<u>A. Glen Angell</u>	<u></u>	<u>Sales Team</u>
Name (Print)	Signature	Title
<u>Silvane Ford</u>		<u>11-27-18</u>
Company or DBA		Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

CITY OF LAREDO
PURCHASING DIVISION

35.0 Tab F – Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tcc/1295-Info.htm>.

Implementation of House Bill 1295

28.1 Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

28.2 Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5 Disclosure of Interested Parties Form

CITY OF LAREDO
PURCHASING DIVISION

36.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until **5:00 P.M** on **November 28, 2017**; and all bids received will be opened and read publicly at **3:00 PM** at the **Office of the City Secretary on November 29, 2017**.

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Administrative Vehicles – City of Laredo
FY18-013**

Bids are to be mailed: City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78042-0579

Hand Delivered: City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

CITY OF LAREDO
PURCHASING DIVISION

33.0 Tab D

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is A Glen Angelle Silber Ford
(a Partner or officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

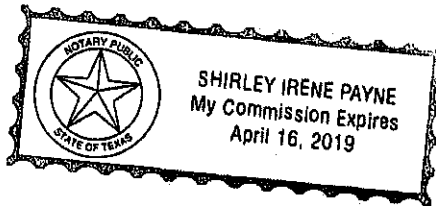
[Signature]

Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 27th day of Nov 20 17.

[Signature]
Notary Public

My commission expires:
4/16/2019



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 USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
silsbee ford
SILSBEE, TX United States

Certificate Number:
2017-287042

Date Filed:
11/27/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
CITY OF LAREDO

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
ADMINISTRATIVE VEHICLES FY18-01
VEHICLES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	DONALSON, DREW	SILSBEE, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT



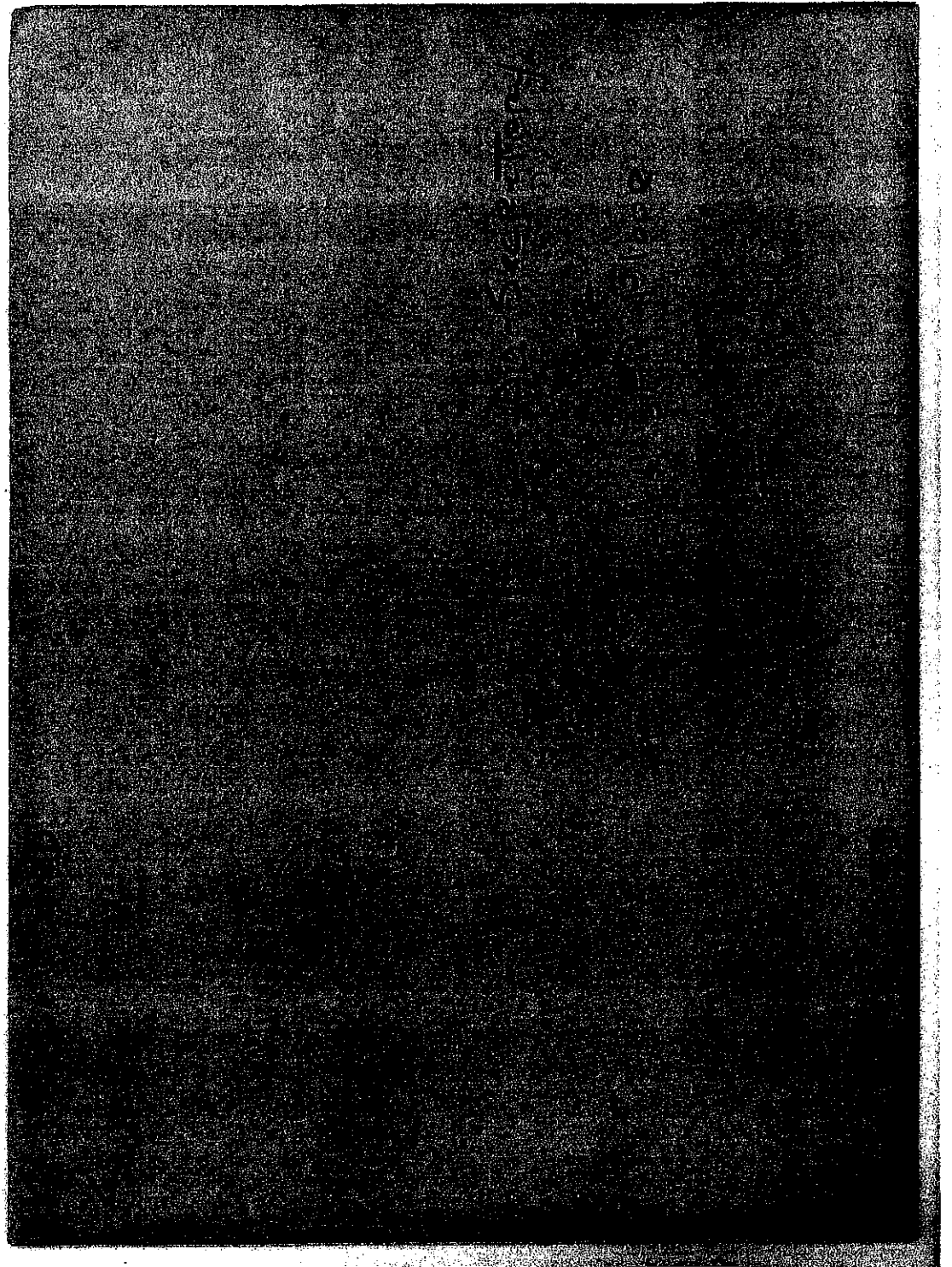
I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

[Handwritten Signature]
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said A Glen Angelle, this the 27th day of Nov. 2017, to certify which, witness my hand and seal of office.

[Handwritten Signature] Shirley Payne
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath



JON HILDBRAND'S
**CALDWELL
COUNTRY**

CHEVROLET • FORD

Michael Wiley

Government Fleet Specialist Manager

800 Hwy. 21 E.

Caldwell, TX 77836

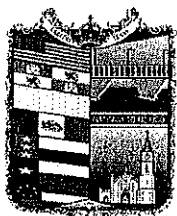
www.caldwellcountry.com

(254) 773-8824

Fax (254) 773-8808

mwiley@caldwellcountry.com

CITY OF LAREDO
PURCHASING DIVISION



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS**

#2

**ADMINISTRATIVE VEHICLES
CITY OF LAREDO**

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a contract for the purchase of administrative vehicles for the City of Laredo.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M on November 28, 2017; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on November 29, 2017.

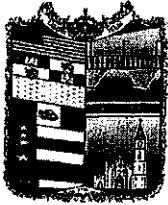
Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Administrative Vehicles – City of Laredo
FY18-013**

Bids are to be mailed: City of Laredo – City Secretary C/O Jose A. Valdez Jr. City Hall – Third Floor 1110 Houston Street Laredo, Texas 78042-0579	Hand Delivered: City of Laredo – City Secretary C/O Jose A. Valdez Jr. City Hall – Third Floor 1110 Houston Street Laredo, Texas 78040
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The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

CITY OF LAREDO
PURCHASING DIVISION



**City of Laredo
Purchasing Division**

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for the purchase of administrative vehicles for various City of Laredo Departments. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on November 28, 2017 and all bids received will be opened and read publicly on November 29, 2017 at 3:00 PM.

Bids are to be submitted in a sealed envelope clearly marked:

**BID: Administrative Vehicles – City of Laredo
FY18-013**

Bids are to be mailed:

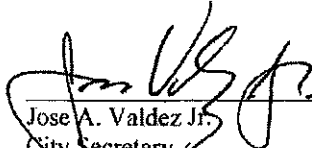
City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78042-0579

Hand Delivered:

City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 6th DAY OF NOVEMBER 2017.



Jose A. Valdez Jr.
City Secretary

**CITY OF LAREDO
PURCHASING DIVISION**

- 16.7 **Service and Equipping:** Awarded vendor(s) shall furnish trucks meeting or exceeding the minimum requirements of the bid specifications and any other requirements specified in the Invitation for Bid. The vehicles shall be completely assembled, serviced, adjusted, and all equipment including standard and optional equipment shall be installed and the units made ready for continuous operation.
- 16.8 **Tires:** Tires shall be of the type of construction specified under the applicable table or general requirements for each series. All tires shall be new and the tread type shall be the tire manufacturer's standard design and the brand normally furnished on regular production orders, unless otherwise specified in the Invitation for Bid. All tires shall be "ORIGINAL EQUIPMENT LINE" quality and have not less than a "B" heat rating. All tires and wheels shall be properly balanced prior to delivery to the City of Laredo.
- 16.9 **Tax, Title, & License:** All vehicle purchase prices shall exclude tax, title, and license fees.
- 16.10 **Vehicle Inspection:** The vendor shall have each vehicle properly inspected in compliance with Texas motor vehicle laws. Texas Inspection Sticker shall be attached prior to delivery.
- 16.11 **Required Paperwork upon delivery:** Form 130U, MSO, Specification Sheet of Vehicle, and invoice.

17.0 WARRANTY:

The vehicle must be covered by the manufacturer's standard new vehicle warranty which will be honored by any of the manufacturer's authorized dealers. This warranty shall be comparable to or better than those offered to the general public. Passenger cars and light-duty trucks shall have a minimum warranty offered to the general public.

Warranty Center: Family Chevrolet
Address: 3701 E. Saunders St, Laredo, Tx. 78041
Phone Number: 409-880-9191
Service Manager: ?

18.0 Fleet Qualifications:

Chevrolet, Chrysler Corp., Ford Motor Company, General Motors (GMC), Nissan, Toyota, Dodge, Ram.

- 18.1 If you are considering utilizing equipment not listed as approved, submit sufficient documentation with your bid package for the Fleet Department to make a determination for an approved equal product. Failure to submit all required documentation or submittals for an approved equal consideration may be cause for rejection.

19.0 APPLICABLE SPECIFICATIONS, STANDARDS, RULES, AND REGULATION

- 19.1 **EXHAUST EMISSION STANDARDS:** Vehicles furnished to this specification shall meet the applicable requirements of the EPA's Exhaust Emission Standards (40 CFR 85, 86, and 88) and all revisions as issued under authority of the Clean Air Act, current version.
- 19.2 **FEDERAL MOTOR VEHICLE SAFETY STANDARDS (PUBLIC LAW 89-563):** Automobiles and trucks shall meet or exceed the minimum requirements of this specification and all applicable requirements of the FMVSS. All requirements of this specification shall be met unless they are in conflict with the applicable FMVSS.

CITY OF LAREDO
PURCHASING DIVISION

31.0 Tab B Price Schedule

31.1 Section IA – Intermediate Sedan (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Intermediate Sedan as per Specifications - 23.1 Color: White	2	\$ 18464.86	\$ 36929.72

Auto Make and Model: Chevrolet Malibu

Model Year: 2018

Estimated Time of Delivery: 90 Days

**** The quantities are estimates and are based on the best available information****

Section IB – Intermediate Sedan (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Intermediate Sedan as per Specifications - 23.1 Color: White	2	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Lake Country Chevrolet

Owner/President Name: Drew Donaldson

Company Address: 2152 N. Wheeler

City, State, Zip Code: Jasper, Texas 75951

Company Authorized Representative's Signature: [Signature]

Company Representative's Name: A. Stan Angelle

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.2 Section IIA – Utility Mid-Size Vehicle (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Utility Mid-Size Vehicle as per Specifications - 24.1 Color: White	1	\$ <u>NO BID</u> 20300.00	\$ <u>20300.00</u>

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information****

Section IIB – Utility Mid-Size Vehicle (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Utility Mid-Size Vehicle as per Specifications - 24.1 Color: White	1	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Lake Country Chevrolet

Owner/President Name: Drew Donaldson

Company Address: 2152 N. Wheeler

City, State, Zip Code: Jasper, Texas 75951

Company Authorized Representative's Signature: A Glen Angelle

Company Representative's Name: A Glen Angelle

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.3 Section IIIA – Utility Vehicle Compact (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Utility Vehicle Compact as per Specifications - 24.2 Color: White	2	\$ 20360.00	\$ 20360.00

Auto Make and Model: Chevrolet Equinox

Model Year: 2018

Estimated Time of Delivery: 90 Days

**** The quantities are estimates and are based on the best available information****

Section IIIB – Utility Vehicle Compact (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Utility Vehicle Compact as per Specifications - 24.2 Color: White	2	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Lake County Chevrolet

Owner/President Name: Drew Donaldson

Company Address: 2152 N. Wheeler St

City, State, Zip Code: Jasper, Tx 75951

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.4 Section IVA – Carryall Gasoline (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Carryall Gasoline as per Specifications - 24.3 Color: White	1	\$ 39061.00	\$ 39061.00

Auto Make and Model: Chevrolet Suburban

Model Year: 2018

Estimated Time of Delivery: 90 Days

**** The quantities are estimates and are based on the best available information****

Section IVB – Carryall Gasoline (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Carryall Gasoline as per Specifications - 24.3 Color: White	1	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Lake Country Chevrolet

Owner/President Name: Drew Donaldson

Company Address: 2152 N. Wheeler St

City, State, Zip Code: Jasper, Tx, 75951

Company Authorized Representative's Signature: [Signature]

Company Representative's Name: A Glen Angelle

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.5 Section VA – Cargo Van (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Cargo Van with rack bins, headache rack as per Specifications - 24.4 Color: White	3	\$ no B.D.	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information****

Section VB – Cargo Van (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Cargo Van with rack bins, headache rack, as per Specifications - 24.4 Color: White	3	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.6 Section VIA – Commercial Mini-Van (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Commercial Mini-van as per Specifications - 25.1 Color: White	1	\$ no B.I.D.	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information****

Section VIB – Commercial Mini-Van (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Commercial Mini-Van as per Specifications - 25.1 Color: White	1	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.7 Section VIIA – ½ Ton Mini-Van (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- ½ Ton Mini-van as per Specifications - 25.2 Color: White	1	\$ no B: D	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information****

Section VIIB – ½ Ton Mini-Van (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- ½ Ton Mini-Van as per Specifications - 25.2 Color: White	1	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.8 Section VIIIA – Full Size Truck (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Truck Reg. Cab. Short Bed as per Specifications - 26.1 Color: White	4	\$ 20293. ⁰⁰	\$ 81172.00

Auto Make and Model: Chevrolet 1/2 Ton Pickup

Model Year: 2018

Estimated Time of Delivery: 90 Days

**** The quantities are estimates and are based on the best available information****

Section VIIIB – Full Size Truck (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Truck Reg. Cab. Short Bed as per Specifications - 26.1 Color: White	4	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Lake Country Chevrolet

Owner/President Name: Drew Donaldson

Company Address: 2152 N. Wheeler St

City, State, Zip Code: Jasper Tx 75951

Company Authorized Representative's Signature: A. Glen Angelle

Company Representative's Name: A Glen Angelle

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.8 Section IXA – Full Size Truck (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Extended Cab, Short Bed as per Specifications - 26.2 Color: White	2	\$ 20715.00	\$ 41430

Auto Make and Model: Chevrolet Silverado Ext Cab

Model Year: 2018

Estimated Time of Delivery: 90 Days

**** The quantities are estimates and are based on the best available information****

Section IXB – Full Size Truck (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Extended Cab, Short Bed as per Specifications - 26.2 Color: White	2	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Lake Country Chevrolet

Owner/President Name: Drew Donaldson

Company Address: 2152 N. Wheeler St.

City, State, Zip Code: Jasper, Texas 75851

Company Authorized Representative's Signature: A Glen Angelle

Company Representative's Name: A Glen Angelle

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

31.9 Section XA – Full Size Truck (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Crew Cab, Short Bed as per Specifications - 26.3 Color: White	4	\$	\$

Auto Make and Model: Chevrolet Silverado Crew

Model Year: 2018

Estimated Time of Delivery: 90 Days

**** The quantities are estimates and are based on the best available information****

Section XB – Full Size Truck (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Crew Cab, Short Bed as per Specifications - 26.3 Color: White	4	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Lake Country Chevrolet

Owner/President Name: Drew Donaldson

Company Address: 2152 N. Wheeler

City, State, Zip Code: Jasper, Texas, 75951

Company Authorized Representative's Signature: A. Glen Angelle

Company Representative's Name: A. Glen Angelle

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

31.10 Section XIA – Full Size Truck (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Extended Cab, Long Bed as per Specifications - 26.4 Color: White	1	\$	\$

Auto Make and Model: Chevrolet Silverado 2500 CUB

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information****

Section XIB – Full Size Truck (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Extended Cab, Long Bed as per Specifications - 26.4 Color: White	1	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Lake Country Chevrolet

Owner/President Name: Drew Donaldson

Company Address: 2152 N. Wheeler St.

City, State, Zip Code: Jasper, Tx 75844

Company Authorized Representative's Signature: [Signature]

Company Representative's Name: A Glen Angelle

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.10 Section XIIA – Full Size Truck (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Crew Cab, Long Bed, 4x4 as per Specifications - 26.5 Color: White	1	\$	\$

Auto Make and Model: Chevrolet Silverado 2500 4x4 crew

Model Year: 2018

Estimated Time of Delivery: 90 Days

**** The quantities are estimates and are based on the best available information****

Section XIIB – Full Size Truck (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Crew Cab, Long Bed, 4x4 as per Specifications - 26.5 Color: White	1	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Lake Country Chevrolet

Owner/President Name: Drew Donaldson

Company Address: 2152 N Wheeler St.

City, State, Zip Code: Jasper, TX 75951

Company Authorized Representative's Signature: A Glen Angelle

Company Representative's Name: A Glen Angelle

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.10 Section XIII A – Full Size Truck (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Crew Cab, DRW, Service Body as per Specifications – 27.0 Color: White	1	\$ <i>no Bids</i>	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information****

Section XIII B – Full Size Truck (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Crew Cab, DRW, Service Body as per Specifications – 27.0 Color: White	1	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

30.0 Tab A - Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

Name of Offeror (Business) Lake County Chevrolet

Signature [Signature] Date 11-27-17
of person authorized to sign bid

Print Name A Glen Angelle
of person authorized to sign bid

Title: Sales Person

Business Address: 2152 N. Wheeler St.

City, State, Zip Code: Jasper, Tx. 75951

Telephone Number: 409-880-9191 Fax Number: 409-895-3884

Contact Person Email Address: gangellesales@foxmail.com

Federal Tax ID Number: 81-0792051

Bidders Principal/Corporate Place of Business Address: 2152 N Wheeler St Jasper TX 75951

Indicated Status of Business:
Corporation Partnership Sole Proprietorship Other:

If other state business status: n/a

State how long under its present business name: 2 yrs

If applicable, list all other names under which the Business identified above operated in the last five years.
n/a

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

CITY OF LAREDO
PURCHASING DIVISION

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No

Is any litigation pending against the Business? Yes / No

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business:

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

**CITY OF LAREDO
PURCHASING DIVISION**

Lake Country Chevrolet
 HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.
 Name A. Dan Angelle Signature [Signature] Date 11-27-17

CONFLICT OF INTEREST QUESTIONNAIRE
 For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.
 A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY	
Date Received	

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.
 (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

 Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

 Signature of person doing business with the governmental entity Date

[Signature]

34.0 Tab E



City of Laredo Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 if the City's Ethics Code.

*This is a New Submission or Correction or Update to previous submission.

***1. Name of person submitting this disclosure form.**

<u>A</u>	<u></u>	<u>Angelle</u>	<u></u>
First	M.I.	Last	Suffix

***2. Contract Information.**

a) Contract or Project name(s): Glen Angelle
2152 wheater st
Jasper, TX 75951

b) Originating Department(s): _____

***3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

<u>A Glen Angelle</u>	<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>
Name (Print)	Signature	Name (Print)	Signature
_____	_____	_____	_____
Name (Print)	Signature	Name (Print)	Signature
_____	_____	_____	_____
Name (Print)	Signature	Name (Print)	Signature
_____	_____	_____	_____
Name (Print)	Signature	Name (Print)	Signature
_____	_____	_____	_____

***4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

Name of partner, parent, or subsidiary business entity(ies): _____

**CITY OF LAREDO
PURCHASING DIVISION**

***5. List any individuals or entities that will be subcontractors on this contract.**

Not applicable. No subcontractors will be retained for this contract.

Subcontractors may be retained, but have not been selected at the time of this submission.

List of subcontractors: _____

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract: _____

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

- a) Any individual seeking contract with the city (Question 3)
- b) Any owner or officer of entity seeking contract with the city (Question 3)
- c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
- d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
- e) The spouse of any individual listed in response to (a) through (d) above
- f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

List of contributors: _____

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

**CITY OF LAREDO
PURCHASING DIVISION**

I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest: _____

***Acknowledgements**

Updates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

No Contract with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

<u>Ablen Angelle</u>	<u>[Signature]</u>	<u>Sales</u>
Name (Print)	Signature	Title
<u>Lake Country Chevrolet</u>		<u>11-27-17</u>
Company or DBA		Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

CITY OF LAREDO
PURCHASING DIVISION

33.0 Tab D

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is A Glen Angell
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

A Glen Angell

Signature of:

Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 27th day of Nov 20 17

Shirley Irene Payne
Notary Public

My commission expires:

4/16/19



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 USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
LAKE COUNTRY CHEVROLET
JASPER, TX United States

Certificate Number:
2017-287412

Date Filed:
11/27/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
CITY OF LAREDO

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
ADMINISTRATIVE VEHICLES FY18-01
VEHICLES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	DONALSON, DREW	SILSBEE, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the 27th day of NOV, 2017, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

Shirley Payne
Printed name of officer administering oath

Title of officer administering oath

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. LAKE COUNTRY CHEVROLET, INC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) 2152 N. WHEELER ST	Requester's name and address (optional)
	6 City, state, and ZIP code JASPER, TEXAS 75951	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number																	
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8	1	-	0	7	9	2	0	5	1								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>Berton L. Hawkins</i>	Date ▶ <i>4-19-16</i>
------------------	---	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Lake Country Chevrolet
Jasper Tx

#2

RECEIVED RECEIVED
2017 NOV 28 AM 10:11:28 AM 10 10
CITY SECRETARY'S OFFICE

City of Carredo. city Secretary
c/o Jose Valdez Jr.
City Hall - 3RD Floor
1110 Houston ST.

Carredo, Tx. 78040

Administration Vehicles
FY 18-013
956-794-1733

#1

30.0 Tab A - Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

Name of Offeror: (Business) Caldwell Country Ford

Signature Michael Wiley Date 11-27-17
of person authorized to sign bid

Print Name Michael Wiley
of person authorized to sign bid

Title: Government Fleet Sales Manager

Business Address: 479 W U.S. Hwy 79

City, State, Zip Code: Rockdale TX 76567

Telephone Number: 254-773-8824 Fax Number: 254-773-8808

Contact Person Email Address: Mwiley@Caldwellcountry.com

Federal Tax ID Number: 27-3037856

Bidders Principal/Corporate Place of Business Address: 800 Hwy 21 E. Caldwell TX 77836

Indicated Status of Business:
Corporation _____ Partnership Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: Since 2000

If applicable, list all other names under which the Business identified above operated in the last five years.

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

CITY OF LAREDO
PURCHASING DIVISION

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No

Is any litigation pending against the Business? Yes / No

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business:

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

**CITY OF LAREDO
PURCHASING DIVISION**

31.0 Tab B Price Schedule

31.1 Section IA – Intermediate Sedan (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Intermediate Sedan as per Specifications - 23.1 Color: White	2	\$ 17,918.00	\$ 35,836.00

Auto Make and Model: Ford Fusion

Model Year: 2018

Estimated Time of Delivery: 90-120 Days

**** The quantities are estimates and are based on the best available information****

Section IB – Intermediate Sedan (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Intermediate Sedan as per Specifications - 23.1 Color: White	2	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Caldwell Country Ford

Owner/President Name: Jon Hildebrand

Company Address: 479 W. U.S. Hwy 79

City, State, Zip Code: Rockdale TX 76567

Company Authorized Representative's Signature: Michael Wiley

Company Representative's Name: Michael Wiley

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.2 Section IIA – Utility Mid-Size Vehicle (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Utility Mid-Size Vehicle as per Specifications - 24.1 Color: White	1	\$ 26,017.00	\$ 26,017.00

Auto Make and Model: Ford Explorer

Model Year: 2017

Estimated Time of Delivery: 90-120 Days

**** The quantities are estimates and are based on the best available information****

Section IIB – Utility Mid-Size Vehicle (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Utility Mid-Size Vehicle as per Specifications - 24.1 Color: White	1	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Caldwell County Ford

Owner/President Name: Jon Hildebrand

Company Address: 479 W U.S. Hwy 79

City, State, Zip Code: Rockdale TX 76567

Company Authorized Representative's Signature: Michael Wilay

Company Representative's Name: Michael Wilay

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.3 Section IIIA – Utility Vehicle Compact (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Utility Vehicle Compact as per Specifications - 24.2 Color: White	2	\$ 19,511.00	\$ 39,022.00

Auto Make and Model: Ford Escape

Model Year: 2018

Estimated Time of Delivery: 90-120 Days

**** The quantities are estimates and are based on the best available information****

Section IIIB – Utility Vehicle Compact (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Utility Vehicle Compact as per Specifications - 24.2 Color: White	2	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Caldwell County Ford

Owner/President Name: Jon Hildebrand

Company Address: 499 W. U.S. Hwy 79

City, State, Zip Code: Rockdale TX 76567

Company Authorized Representative's Signature: Michael Wilby

Company Representative's Name: Michael Wilby

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

31.4 Section IVA – Carryall Gasoline (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Carryall Gasoline as per Specifications - 24.3 Color: White	1	\$ 39,579.00	\$ 39,579.00

Auto Make and Model: Ford Expedition Max

Model Year: 2019

Estimated Time of Delivery: 90-120 Days

**** The quantities are estimates and are based on the best available information****

Section IVB – Carryall Gasoline (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Carryall Gasoline as per Specifications - 24.3 Color: White	1	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Caldwell Country Ford

Owner/President Name: Jon Hildebrand

Company Address: 479 W. U.S. Hwy 79

City, State, Zip Code: Rockdale TX 76567

Company Authorized Representative's Signature: Michael Wiley

Company Representative's Name: Michael Wiley

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.5 Section VA – Cargo Van (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Cargo Van with rack bins, headache rack as per Specifications - 24.4 Color: White	3	\$ 27,929.00 27,929.00 MW	\$ 83,787.00

Auto Make and Model: Ford Transit Connect

Model Year: 2018

Estimated Time of Delivery: 290 Days

**** The quantities are estimates and are based on the best available information****

Section VB – Cargo Van (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Cargo Van with rack bins, headache rack, as per Specifications - 24.4 Color: White	3	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Caldwell Country Park

Owner/President Name: Jon Hildebrand

Company Address: 479 W U.S. Hwy 79

City, State, Zip Code: Rockdale TX 76517

Company Authorized Representative's Signature: Michael Wiley

Company Representative's Name: Michael Wiley

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.6 Section VIA – Commercial Mini-Van (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Commercial Mini-van as per Specifications - 25.1 Color: White	1	\$ 25,292.00	\$ 25,292.00

Auto Make and Model: Ford Transit Connect Wagon

Model Year: 2018

Estimated Time of Delivery: 180-220 Days

**** The quantities are estimates and are based on the best available information****

Section VIB – Commercial Mini-Van (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Commercial Mini-Van as per Specifications - 25.1 Color: White	1	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Caldwell County Ford

Owner/President Name: Jon Hildebrand

Company Address: 479 W. U.S. Hwy 79

City, State, Zip Code: Rockdale TX 71567

Company Authorized Representative's Signature: Michael Wilg

Company Representative's Name: Michael Wilg

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

31.7 Section VIIA – ½ Ton Mini-Van (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- ½ Ton Mini-van as per Specifications - 25.2 Color: White	1	\$ /	\$ /

Auto Make and Model: No Bid

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information****

Section VIIB – ½ Ton Mini-Van (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- ½ Ton Mini-Van as per Specifications - 25.2 Color: White	1	\$	\$

Auto Make and Model: No Bid

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Caldwell County Ford

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: Michael Wilby

Company Representative's Name: Michael Wilby

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.8 Section VIIIA – Full Size Truck (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Truck Reg. Cab. Short Bed as per Specifications - 26.1 Color: White	4	\$ 22,092.00	\$ 88,392.00

Auto Make and Model: Ford F-150 Reg Cab

Model Year: 2017

Estimated Time of Delivery: 90-120 Days

**** The quantities are estimates and are based on the best available information****

Section VIIIB – Full Size Truck (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Truck Reg. Cab. Short Bed as per Specifications - 26.1 Color: White	4	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Caldwell Country Ford

Owner/President Name: Jon Hildebrand

Company Address: 479 W. U.S. Hwy 79

City, State, Zip Code: Rockdale TX 76567

Company Authorized Representative's Signature: Michael Wilby

Company Representative's Name: Michael Wilby

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.8 Section IXA – Full Size Truck (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Extended Cab, Short Bed as per Specifications - 26.2 Color: White	2	\$ 23,634.00	\$ 47,268.00

Auto Make and Model: Ford F-150 Ext. Cab

Model Year: 2017

Estimated Time of Delivery: 90-120 Days

**** The quantities are estimates and are based on the best available information****

Section IXB – Full Size Truck (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Extended Cab, Short Bed as per Specifications - 26.2 Color: White	2	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Callidwell Country Ford

Owner/President Name: Jon Rildebrand

Company Address: 479. W. U.S. Hwy 79

City, State, Zip Code: Rockdale TX 76567

Company Authorized Representative's Signature: Michael Wilg

Company Representative's Name: Michael Wilg

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.9 Section XA – Full Size Truck (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Crew Cab, Short Bed as per Specifications - 26.3 Color: White	4	\$ 24,799.00	\$ 99,196.00

Auto Make and Model: Ford F-150 Crew Cab

Model Year: 2018

Estimated Time of Delivery: 90-120 Days

**** The quantities are estimates and are based on the best available information****

Section XB – Full Size Truck (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Crew Cab, Short Bed as per Specifications - 26.3 Color: White	4	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Caldwell County Ford

Owner/President Name: Don Hildebrand

Company Address: 4779 W U.S. Hwy 79

City, State, Zip Code: Rockdale TX 76567

Company Authorized Representative's Signature: Michael Wiley

Company Representative's Name: Michael Wiley

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

31.10 Section XIA – Full Size Truck (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Extended Cab, Long Bed as per Specifications - 26.4 Color: White	1	\$ 26,602.00	\$ 26,602.00

Auto Make and Model: Ford F-250 Ext Cab

Model Year: 2018

Estimated Time of Delivery: 90-120 Days

**** The quantities are estimates and are based on the best available information****

Section XIB – Full Size Truck (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Extended Cab, Long Bed as per Specifications - 26.4 Color: White	1	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Caldwell County Ford

Owner/President Name: Jon Bildebrand

Company Address: 479 W U.S. Hwy 79

City, State, Zip Code: Rockdale TX 76567

Company Authorized Representative's Signature: [Signature]

Company Representative's Name: Michael Wilby

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

31.10 Section XIIA – Full Size Truck (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Crew Cab, Long Bed, 4x4 as per Specifications - 26.5 Color: White	1	\$ _____	\$ _____

Auto Make and Model: No Bid

Model Year: _____

Estimated Time of Delivery: _____ Days

*** The quantities are estimates and are based on the best available information***

Section XIIB – Full Size Truck (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Crew Cab, Long Bed, 4x4 as per Specifications - 26.5 Color: White	1	\$ _____	\$ _____

Auto Make and Model: No Bid

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Caldwell County Park

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: Michael Wiley

Company Representative's Name: Michael Wiley

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

31.10 Section XIII A – Full Size Truck (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Crew Cab, DRW, Service Body as per Specifications – 27.0 Color: White	1	\$ 49,274.00	\$ 49,274.00

Auto Make and Model: Ford F-550 Crew Cab

Model Year: 2018

Estimated Time of Delivery: 180-220 Days

**** The quantities are estimates and are based on the best available information****

Section XIII B – Full Size Truck (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Crew Cab, DRW, Service Body as per Specifications – 27.0 Color: White	1	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Caldwell County Fed's

Owner/President Name: Don Hildebrand

Company Address: 479 W U.S. Hwy 79

City, State, Zip Code: Rockdale TX 76867

Company Authorized Representative's Signature: Michael Wiley

Company Representative's Name: Michael Wiley

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Michael Wilby
Name

Michael Wilby
Signature

11-27-17
Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

Carlson County Post

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

Michael Wilby
Signature of person doing business with the governmental entity

11-27-17
Date

CITY OF LAREDO
PURCHASING DIVISION
AFFIDAVIT

33.0 Tab D

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Michael Wiley
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Michael Wiley

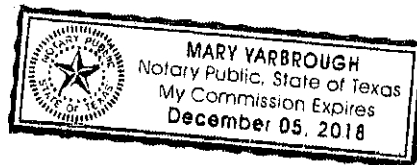
Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 27 day of Nov 20 17.

Mary Yarbrough
Notary Public

My commission expires:

December 05 2018



34.0 Tab E



City of Laredo Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 of the City's Ethics Code.

*This is a New Submission or Correction or Update to previous submission.

***1. Name of person submitting this disclosure form.**

First Michael Wiley M.I. Wiley Last Mr. Suffix

***2. Contract Information.**

a) Contract or Project name(s): Administrative Vehicle

b) Originating Department(s): _____

***3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

_____ Name (Print)	_____ Signature	_____ Name (Print)	_____ Signature
_____ Name (Print)	_____ Signature	_____ Name (Print)	_____ Signature
_____ Name (Print)	_____ Signature	_____ Name (Print)	_____ Signature
_____ Name (Print)	_____ Signature	_____ Name (Print)	_____ Signature

***4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

Name of partner, parent, or subsidiary business entity(ies): _____

**CITY OF LAREDO
PURCHASING DIVISION**

***5. List any individuals or entities that will be subcontractors on this contract.**

Not applicable. No subcontractors will be retained for this contract.

Subcontractors may be retained, but have not been selected at the time of this submission.

List of subcontractors: _____

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract: _____

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

- a) Any individual seeking contract with the city (Question 3)
- b) Any owner or officer of entity seeking contract with the city (Question 3)
- c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
- d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
- e) The spouse of any individual listed in response to (a) through (d) above
- f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

List of contributors: _____

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

CITY OF LAREDO
PURCHASING DIVISION

I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest: _____

***Acknowledgements**

Updates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

No Contract with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

<u>Michael Wilz</u>	<u>Michael Wilz</u>	<u>Govt Fleet Sales Mgr</u>
Name (Print)	Signature	Title
<u>Caldwell Country Ford</u>		<u>11-27-17</u>
Company or DBA		Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

CITY OF LAREDO
PURCHASING DIVISION



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS**

#6

**ADMINISTRATIVE VEHICLES
CITY OF LAREDO**

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a contract for the purchase of administrative vehicles for the City of Laredo.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until **5:00 P.M on November 28, 2017**; and all bids received will be opened and read publicly at **3:00 PM at the Office of the City Secretary on November 29, 2017**.

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Administrative Vehicles – City of Laredo
FY18-013**

Bids are to be mailed:

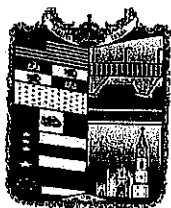
**City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78042-0579**

Hand Delivered:

**City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

CITY OF LAREDO
PURCHASING DIVISION



**City of Laredo
Purchasing Division**

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for the purchase of administrative vehicles for various City of Laredo Departments. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on **November 28, 2017** and all bids received will be **opened** and read publicly on **November 29, 2017 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

**BID: Administrative Vehicles – City of Laredo
FY18-013**

Bids are to be mailed:

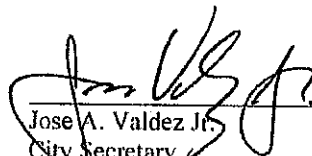
City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78042-0579

Hand Delivered:

City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 6th DAY OF NOVEMBER 2017.



Jose A. Valdez Jr.
City Secretary

CITY OF LAREDO
PURCHASING DIVISION

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.**
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum.
- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- (f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.**

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.
- (c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract.

**CITY OF LAREDO
PURCHASING DIVISION**

A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven calendar days prior to the scheduled bid deadline a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum may be e-mailed or obtained online at the City of Laredo website for bids. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

- (a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
 - (b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
 - (c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
 - (d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

- (a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
- (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

- a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated.

**CITY OF LAREDO
PURCHASING DIVISION**

The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services.

Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

- (a) This contract will be awarded by sections to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. **The City of Laredo reserves the right to select either Option 1 or Option 2.**
- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. **Proof:** The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. **The place of delivery shall be that set forth in the bid specifications and/or purchase order.**
- (e) **Title & Risk of Loss:** The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
- (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
 - 1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
 - 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
 - 3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

- (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
- (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.
- (e) For any inquires on payment status or general billing questions please contact:

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Jorge J. Jolly, Accounts Payable Manager
956-791-7328

jjolly@ci.laredo.tx.us

1110 Houston St. Laredo, TX 78040

12.0 INSURANCE REQUIREMENTS (Not required for this contract)

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) ****Upon Award of Bid Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached) **Not applicable for this contract***

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

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The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

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Formal Invitation for Bids
Administrative Vehicles

15.0 Scope of Work

The City of Laredo is requesting bids for the purchase of administrative trucks and vehicles for use by various City Departments. The vehicles must be new **2018** models or newer, unused and meet all safety requirements in accordance to Federal, ICC, and State Highway Regulations.

15.1 All questions for this bid shall be submitted in writing or by email no later than, November 15, 2017 to:

Enrique Aldape III, Administrative Assistant II
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041
Email: ealdape@ci.laredo.tx.us

15.2 For additional questions regarding these specifications please contact:

Contact	Phone#	Email
Jack Dunn	(956) 724-6455	jdunn@ci.laredo.tx.us
Heberto "Beto" L. Ramirez	(956) 727-6451	hramirez@ci.laredo.tx.us

15.3 All vehicles must be delivered, prepaid, F.O.B., City of Laredo - Fleet Maintenance facility, 1102 Bob Bullock Loop, Laredo, Texas.

16.0 General Conditions:

16.1 Vehicles are to be pre-delivery serviced and inspected in accordance with State inspection requirements with inspection sticker attached. Sales through authorized franchised dealer: contractor shall comply with Texas laws governing the sale of new motor vehicles, specifically section 5.04 "Sale of New Motor Vehicles", Vernon's Texas Civil Statutes article 4413 (36). The cost of compliance shall be the responsibility of contractor. Any entity that manufactures, distributes, converts new motor vehicles or is in the business of buying, exchanging, or selling new motor vehicles is required to be licensed by the Motor Vehicle Division of the Texas Department of Transportation (TXDOT).

16.2 Colors: The standard exterior color for City of Laredo vehicles is **white**. Interior color shall be identified at time of order from the manufacturer's standard color listing for that vehicle type. There will be sections that will require that the vendor list all the colors for that particular vehicle or truck.

16.3 Standard Optional Equipment: Base prices may also include option equipment, which is standard on the vehicle and for which there is no additional cost. All vehicles must be equipped with full size spare tires and front floor mats.

16.4 Logos and decals: Do not place decals or markings of any type pertaining to advertisement other than the manufacturer's name or model designation normally installed by manufacturer on equipment delivered to municipal governments.

16.5 New Models: The vehicles furnished shall be new 2018 or newer models and shall be of good quality workmanship and material. The bidders represents that all units offered under this specification shall meet or exceed the minimum requirements specified on each vehicle type listed.

16.6 Odometer Statement: The Truth in Mileage Act requires the selling dealer to furnish a complete odometer statement to the City. This statement must be complete and shall include mileage accrued at the point of delivery. The odometer statement on the MSO will satisfy this requirement.

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- 16.7 Servicing and Equipping: Awarded vendor(s) shall furnish trucks meeting or exceeding the minimum requirements of the bid specifications and any other requirements specified in the Invitation for Bid. The vehicles shall be completely assembled, serviced, adjusted, and all equipment including standard and optional equipment shall be installed and the units made ready for continuous operation.
- 16.8 Tires: Tires shall be of the type of construction specified under the applicable table or general requirements for each series. All tires shall be new and the tread type shall be the tire manufacturer's standard design and the brand normally furnished on regular production orders, unless otherwise specified in the Invitation for Bid. All tires shall be "ORIGINAL EQUIPMENT LINE" quality and have not less than a "B" heat rating. All tires and wheels shall be properly balanced prior to delivery to the City of Laredo.
- 16.9 Tax, Title, & License: All vehicle purchase prices shall exclude tax, title, and license fees.
- 16.10 Vehicle Inspection: The vendor shall have each vehicle properly inspected in compliance with Texas motor vehicle laws. Texas Inspection Sticker shall be attached prior to delivery.
- 16.11 Required Paperwork upon delivery: Form 130U, MSO, Specification Sheet of Vehicle, and invoice.

17.0 WARRANTY:

The vehicle must be covered by the manufacturer's standard new vehicle warranty which will be honored by any of the manufacturer's authorized dealers. This warranty shall be comparable to or better than those offered to the general public. Passenger cars and light-duty trucks shall have a minimum warranty offered to the general public.

Warranty Center: FAMILY CHEVROLET
Address: 3701 E. SAUNDERS ST. LAREDO, TX 79041
Phone Number: 956-727-1192
Service Manager: GUILLERMO GALINDO

18.0 Fleet Qualifications:

Chevrolet, Chrysler Corp., Ford Motor Company, General Motors (GMC), Nissan, Toyota, Dodge, Ram.

- 18.1 If you are considering utilizing equipment not listed as approved, submit sufficient documentation with your bid package for the Fleet Department to make a determination for an approved equal product. Failure to submit all required documentation or submittals for an approved equal consideration may be cause for rejection.

19.0 APPLICABLE SPECIFICATIONS, STANDARDS, RULES, AND REGULATION

- 19.1 **EXHAUST EMISSION STANDARDS:** Vehicles furnished to this specification shall meet the applicable requirements of the EPA's Exhaust Emission Standards (40 CFR 85, 86, and 88) and all revisions as issued under authority of the Clean Air Act, current version.
- 19.2 **FEDERAL MOTOR VEHICLE SAFETY STANDARDS (PUBLIC LAW 89-563):** Automobiles and trucks shall meet or exceed the minimum requirements of this specification and all applicable requirements of the FMVSS. All requirements of this specification shall be met unless they are in conflict with the applicable FMVSS.

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- 19.3 HORSEPOWER AND WHEELBASE LIMITATIONS (**Section 2158.003, Texas Government Code, title 10. Formerly Section 3.29, Art. 601b, VTCS**): "A state agency/entity may not purchase or lease a vehicle designed or used primarily for the transportation of persons, including a station wagon that has a wheelbase longer than 113 inches or that has more than 160 SAE net horsepower, except that the vehicle may have a wheelbase of up to 116 inches or SAE net horsepower of up to 280 if the vehicles will be converted so that it is capable of using compressed natural gas or another alternative fuel..." "The wheelbase and horsepower limitations prescribed by this subsection do not apply to the purchase or lease of a vehicle to be used primarily for criminal law enforcement or a bus, motorcycle, pickup, van, truck, three-wheel vehicle, tractor or ambulance."
- 19.4 TEXAS MOTOR VEHICLE DIVISION CODE : ". . any entity or person that manufactures, distributes, converts new motor vehicles (or represents any entity that manufactures, distributes, or converts new motor vehicles) or is in the business of buying, exchanging, or selling new motor vehicles is required to be licensed by the Texas Department of Motor Vehicles (DMV).
- 19.5 OTHER SPECIFICATIONS AND STANDARDS: Reference to specifications, standards and test methods shall be to those in effect on the date of the Request for Proposals. The following publications form a part of this specification to the extent that they meet all of OSHA's requirements and others as specified herein
- 19.5.1 AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM), 1916 Race Street, Philadelphia, Pennsylvania 19103:
- 19.5.2 ASTM A 606 – Standard Specification for Steel Sheet and Strip, Hot-Rolled and Cold-Rolled, High Strength, Low-Alloy, with Improved Corrosion Resistance.
- 19.5.3 NATIONAL TRUCK EQUIPMENT ASSOCIATION (NTEA), 25900 Greenfield Rd. #410, Oak Park, Michigan:
- 19.5.4 NTEA– Hydraulic Conversion Hoist Classification Charts.
- 19.5.5 SOCIETY OF AUTOMOTIVE ENGINEERS (SAE), 400 Commonwealth Drive, Warrendale, Pennsylvania 15096:
- 19.5.5.1 SAE J377 – Standard for Performance of Vehicle Traffic Horns.
- 19.5.5.2 SAE J544b – Recommended Practice for Starting Motor and Generator Curves.
- 19.5.5.3 SAE J551/12 – Vehicle Electromagnetic/Interference (EMI/RF) March, 1994 or latest revision.
- 19.6 SUPERINTENDENT OF DOCUMENTS, U.S. Government Printing Office, Washington, D.C. 20402: CFR, Title 40, Part 85 – Control of Air Pollution from New Motor Vehicles and New Motor Vehicle Engines, Environmental Protection Agency.
- 19.7 DOT, Title 49, Part 393 – Liquid Fuel Systems of Commercial Motor Vehicles, Certification of Fuel Tank.
- 19.7.1 FMVSS (Public Law 89-563):
- 19.7.2 FMVSS No. 108 – Lamps, Reflective Devices and Associated Equipment.
- 19.7.3 FMVSS No. 126 - Electronic Stability Control Systems; Controls and Displays
- 19.7.4 FMVSS No. 209 – Seat Belt Assemblies for Passenger Cars, Multipurpose Passenger Vehicles, Trucks and Buses.

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19.7.5 FMVSS No. 210 – Seat Belt Assembly Anchorages – Passenger Cars, Multipurpose Passenger

19.8 FEDERAL STANDARDS:

No. 595a – Colors.

No. TT-C-5208 – Coating Compound, Bituminous, Solvent Type, Underbody (for Motor Vehicles). U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA):

Construction Safety and Health Regulations, Section 1926.601 – Motor Vehicles. 3.6. STATEOFTEXAS:

19.8.1 COMPTROLLER OF PUBLIC ACCOUNTS (CPA), Purchasing Division, P.O. Box 13047, Austin, Texas 78711-3047:

Texas Specification No. 055-20-01 – Gasoline to Compressed Natural Gas Conversion Systems (current edition).

Texas Specification No. 055-20-02 – Gasoline to Liquefied Petroleum Gas Conversion Systems (current edition).

19.8.2 RAILROAD COMMISSION OF TEXAS (RRC), Liquefied Petroleum Gas Division, P.O. Box 12967, Austin, Texas 78711-2967:

Regulations for Compressed Natural Gas (current edition).

Safety Rules: Liquefied Petroleum Gas Division (current edition).

19.8.3 TRANSPORTATION CODE: Uniform Act Regulating Traffic on Highways.

<http://www.statutes.legis.state.tx.us/>

19.8.4 TEXAS OCCUPATIONS CODE: Title 14 Chapter 2301 <http://www.statutes.legis.state.tx.us/>

20.0 GENERAL INFORMATION AND REQUIREMENTS:

20.1 Accessories, Required and Optional: Unless otherwise specified in the Invitation for Bid, vehicle manufacturer's standard advertised/published accessories and other options shall be chassis- factory installed, on all vehicles except medium-duty cab and chassis units, but including light-duty cab and chassis units. An individual option shall be factory installed whether the option is available separately, or as part of an option package. When only provided as part of an option package, all package items, including the individual option shall be provided. Vehicle manufacturer's standard advertised/published accessories for medium-duty cab and chassis units shall be chassis-factory installed. Requested optional equipment on medium-duty cab and chassis units shall be furnished and installed by the chassis manufacturer (if available) or they shall be furnished and installed by dealer or other manufacturers, provided all specified minimum requirements are met.

20.2 Batteries: OEM Standard Batteries required.

20.3 Comparably Equipped Vehicles: An attempt has been made to ensure that manufacturer's models in each Series are furnished with comparable equipment (whether optional or standard as provided by the manufacturer). Any imbalance in the requirements for a listed series, i.e., an item that is an optional accessory for one brand and standard on another, should be called to the attention of the Purchasing Division immediately.

20.4 Equipment Mounting: No equipment mounted on City of Laredo vehicles shall, under any circumstances, be welded to the vehicle frame at any point between the front of the front spring hanger and the rear of the rear spring hanger. Also, all holes for bolting must be drilled in the accepted manner and the burning of said holes shall not be acceptable under any condition. Further, no holes shall be drilled in top or bottom flange of truck frame unless drilling is confined to the section behind the rearmost attachment of the rear spring hangers or for pre-formed factory-made frame rail bolt holes for subsequent body installation.

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Welding or torch cutting shall be confined to "boxing" the rear end of truck frame (as required for dump equipment to allow full dumping angle). All such work shall be confined to area behind rear spring hangers. Mounting strip between hoist sub-frame of dump body and truck frame may have flame cut holes to countersunk rivets on truck frame. Chassis frame rivets shall not be removed or cut flush with frame for any reason. Any mounting of aftermarket bodies or equipment may require special wheelbase and cab/axle dimensions to achieve correct weight distribution. Dimensions will be verified and aftermarket vendor to accommodate intended use of vehicle."

All mounting of special after-market equipment shall meet manufacture's installation requirements and all state and federal standards.

- 20.5 Safety Plaques or Decals: Safety plaques or decals shall be furnished on vehicles and bodies, and shall be affixed at any hazardous area. The safety plaques or decals shall describe the nature of the hazard, level of hazard seriousness, how to avoid the hazard, and the consequence of human interaction with the hazard. Permanent plaques are preferred to decals. Type, size and locations of product safety plaques or decals shall be in accordance with ANSI 535.4-1995, or latest revision thereto.
- 20.6 Horn: Each vehicle shall have one or more horns meeting the requirements of SAE J377 current version.
- 20.7 Lamps, Signals, & Reflectors (All): Quantities, color, mounting and other requirements for lamps, signals, and reflectors shall be as specified for vehicles by FMVSS No. 108, and be in compliance with Texas motor vehicle laws.
- 20.8 Lamps, Signals, & Reflectors: Reflectors and clearance, side-marker and identification lamps for vehicles shall also meet the following requirements: Reflectors must be housed type with screw or bolt type mounting; stick-on type is not acceptable. Surface-mounted clearance and side-marker lamps shall be metal armored type. Recess-mounted side marker and clearance lamps must be recessed sufficiently to provide protection for the lens. Lenses for side-marker and clearance lamps shall be secured to the lamp by a fastening method which required a tool to remove the lens.
- 20.9 License Plate Attachment: Each vehicle, except cab and chassis units, shall be furnished with means and adequate space for attaching the rear license plate without modification. Illumination provided for the license plate shall be in compliance with Texas motor vehicle laws.
- 20.10 Logos and Decals: Do not place decals or markings of any type pertaining to advertisement other than manufacturer's name or model designation normally installed by manufacturer on equipment delivered to the City of Laredo.
- 20.11 Manuals: Each awarded vendor will include in each vehicle an owner's or operator's manual. This will include all standard manufacturer/vendor literature normally furnished and as required by law with the purchase of a new vehicle.
- 20.12 New Models: The vehicles furnished under this specification shall be new 2013 or newer and shall be of good quality workmanship and material. The bidder represents that all units offered under this specification shall meet or exceed the minimum requirements specified for each vehicle Series listed.
- 20.13 Odometer Statement: The Truth in Mileage Act requires the selling dealer to furnish a complete odometer statement to the purchaser. This statement must be complete and shall include mileage accrued at the point of delivery. In addition to the signature of the seller/agent certifying the odometer reading, both the dealership and the name of the agent shall be printed on the Odometer Disclosure Statement. The odometer statement on the MSO will satisfy this requirement.

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- 20.14 **Servicing & Equipping:** Awarded vendor(s) shall furnish automobiles and trucks meeting or exceeding the minimum requirements in the appropriate Series table and equipped exactly as listed for makes and models in the various tables of this specification and with any other requirements specified in the Invitation for Bid.
- The vehicles shall be completely assembled, serviced, adjusted, and all equipment including standard and optional equipment shall be installed and the units made ready for continuous operation. If vehicles are delivered not made ready for continuous operation, it will be the vendor's responsibility to have the units made ready for continuous operation prior to acceptance.
- It shall not be the ordering entity's responsibility to arrange for the units to be made ready, including transporting units to local dealership for warranty repairs prior to acceptance. Standard equipment means those components and accessories usually and ordinarily furnished without additional cost on regular production models.
- 20.15 **Speedometer:** Each vehicle shall be equipped with a speedometer having an odometer as an integral part. The speedometer drive mechanism must be properly calibrated in relation to each axle ratio and tire size to give accurate readings.
- 20.16 **Tires:** Tires shall be of the type of construction specified under the applicable table or general requirements for each series. All tires shall be new and the tread style shall be the tire manufacturer's standard design and the brand normally furnished on regular production orders, unless otherwise specified in the Invitation for Bid. All tires shall be "ORIGINAL EQUIPMENT LINE" quality and have not less than a "B" heat rating. All tires and wheels shall be properly balanced prior to delivery to receiving entity.
- 20.17 **Wiring:** With the exception of factory-installed wiring, all electrical wiring shall be insulated and enclosed in a fibrous loom, plastic loom, or flexible conduit for protection from external damage and short circuits. It shall be securely fastened at sufficient intervals to prevent sagging and to ensure clearance of mechanical parts. Routing of the wiring through the cab, frame, body, compartment box, and the like shall be placed in such a manner so as not to interfere with normal operation and use, or present a safety hazard. Rubber grommets shall be used wherever wires, hoses or harness pass through metal.
- 20.18 **Acceptable Interior Colors:** Black and white interior trim including upholstery is not acceptable (except for black floor mats) unless otherwise specified in the Invitation for Bid.
- 20.19 **Safety Notices & Recalls:** All safety notices and recalls shall be mailed to the entity address designated on the purchase order for the destination of goods.
- 20.20 **Fleet Numbers:** The assignment of manufacturer's fleet numbers to ordering agencies shall be the sole responsibility of the awarded vendor(s).
- 20.21 **Tax, Title, & License:** All vehicle contract prices exclude tax, title, and license.
- 20.22 **EPA Emission Level:** Bidders must indicate on their response the EPA emission level of the engine and engine family, for each vehicle they bid.
- 20.23 **New Models:** The vehicles furnished under this specification shall be the latest production model and shall be of good quality workmanship and material. The bidder represents that all units offered under this specification shall meet or exceed the minimum requirements specified for each vehicle Series listed.

21.0 INSPECTION

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- 21.1 **Vehicle Inspection:** The vendor shall have each vehicle (except cab and chassis units delivered without bodies) properly inspected in compliance with Texas motor vehicle laws. Texas Inspection Sticker shall be attached prior to delivery to the receiving entity (2 year Inspection Sticker for vehicles through ~ ton pickups and 1 year Inspection Sticker for 1 ton trucks and up, excluding cab and chassis units delivered without bodies).
- 21.2 **Entity Check-In Inspection:** Receiving entity should check the vehicle upon delivery to ensure compliance with this specification and any other specific requirements. The vendor shall deliver with the vehicle a vehicle-specific line-setting ticket, manufacturer's invoice, and MSO or any official documentation to verify the fact that ordered options, GVWR rating, and other requirements have been met.
- 23.0 General Purpose Automobiles**
Unless specified, all units shall be furnished complete with standard equipment and factory-installed accessories as listed in the manufacturer's printed literature for the models specified herein. The following items are minimum requirements for the models specified herein and shall be provided whether shown as optional or standard equipment by the manufacturer. The following are some of those standard features or additional features as listed for these models.
- 23.1 **Intermediate Sedan, 6-CYL, 4-Door: Ford Fusion, Nissan Altima, Toyota Camry, Chrysler 200, Chevrolet Malibu or Approved Equal.**
- 23.1.1 **Body:**
- 23.1.1.1 **Air Bags:** Required. Manufacturer's standard to include side curtain/impact airbags if available from manufacturer.
 - 23.1.1.2 **Air Conditioning:** Required. Manufacturer's standard.
 - 23.1.1.3 **AM/FM Radio:** Manufacturer's standard.
 - 23.1.1.4 **Covering, Luggage Compartment:** The luggage compartment floor shall be covered with a vinyl, rubber, or fiber type mat.
 - 23.1.1.5 **Heater and Defroster:** Integral, OEM Standard.
 - 23.1.1.6 **Jack, Handle, and Lug Wrench.**
 - 23.1.1.7 **Power Package:** Includes power windows, power locks, power mirrors, cruise control, and tilt steering wheel.
 - 23.1.1.8 **Spare Wheel (Manufacturer's full-size spare wheel & tire, where available).**
 - 23.1.1.9 **Windshield Wipers:** Dual electric 2-speed type with intermittent feature windshield washers.
 - 23.1.1.10 **Upholstery:** Cloth standard.
 - 23.1.1.11 **Tires:** Radial type tubeless tires shall be OEM manufactured standard.
 - 23.1.1.12 **Tire Pressure Monitoring System (TPMS) if available**
 - 23.1.1.13 **Window Tint:** OEM Standard Tint. Tinting shall meet Texas DPS regulations.
 - 23.1.1.14 **Bluetooth Wireless Communication:** Manufacturer's standard, where available.
- 23.1.2 **Chassis:**

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- 23.1.2.1 Power Steering: Manufacturer's standard.
- 23.1.2.2 Automatic Transmission.
- 23.1.2.3 Power Brakes, ABS (Required): Manufacturer's standard; front disc, 2- or 4-wheel (All Series).
- 23.1.2.4 Flex Fuel, if available.
- 23.1.2.5 Electronic Stability Control: Required.

23.2 Minimum Specifications

Item	Minimum Requirements
Approximate Wheelbase, inches	108.0
Approximate Length, inches	189.2
Approximate Width, inches	71.7
Displacement, liters (Base vehicle)	3.5LV-6
Engines, HP Approx.	240
Engines Torque Approx.	248
Transmission	Automatic
Tire Size & Load Range 16/18" Acceptable	P225/55R17 Std Ld
Passenger Capacity	5 Passengers

24.0 Utility Vehicles (Carryalls, Utility, and Cargo Vans)

Unless otherwise specified, all units shall be furnished complete with standard equipment and factory-installed accessories as listed in the manufacturer's printed literature for the models specified herein. The following items are minimum requirements for the models specified herein, and shall be provided whether shown as optional or standard equipment by the manufacturer. The following are some of those standard features or additional features as listed for these models.

24.1 Utility Vehicle Mid-Size, 6-CYL, 4-Door: Dodge Journey, Ford Explorer, Toyota Highlander, Chevrolet Equinox, GMC Terrain or Approved Equal.

24.1.1 Body:

- 24.1.1.1 Air Bags: Manufacturer's standard to include side curtain/impact airbags if available from manufacturer.
- 24.1.1.2 Air Conditioning: Manufacturer's standard.
- 24.1.1.3 Arm Rests: Left door only. Both right and left arm rests are required if right front seat is provided.
- 24.1.1.4 AM/FM Radio: Manufacturer's standard.
- 24.1.1.5 Auxiliary Power Outlet: 12 volt.
- 24.1.1.6 Heater and Defroster: See Accessory Specifications.
- 24.1.1.7 Power Package: Includes power windows, power locks, power mirrors, cruise control, and tilt steering wheel.

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- 24.1.1.8 Seat, Cloth: Front seats split bench 40/60, 40/20/40, or buckets.
- 24.1.1.9 Sun Visor: Driver's side only. Dual sun visors are required if right front seat is provided.
- 24.1.1.10 Windshield Wipers: Dual electric 2-speed type with intermittent feature windshield washers.
- 24.1.1.11 Window Tint: OEM Standard Tint. Tinting shall meet Texas DPS regulations.
- 24.1.1.12 Bluetooth Wireless Communication: Manufacturer's standard, where available.
- 24.1.2 Chassis
 - 24.1.2.1 Power Brakes, ABS, required: Manufacturer's standard; front disc, 2- or 4-wheel.
 - 24.1.2.2 Automatic Transmission.
 - 24.1.2.3 Bumpers: Manufacturer's standard front and rear bumper.
 - 24.1.2.4 Ground Ratings: As required for the GVWR certified.
 - 24.1.2.5 Jack, Handle, and Lug Wrench.
 - 24.1.2.6 Shock Absorbers: Front and rear. Manufacturer's heaviest duty shocks without increase in vehicle trim level.
 - 24.1.2.7 Spare Wheel and Tire (mounted on carrier): Manufacturer's standard. Must be OEM Brand Name, Type and Size of Tire to those on the vehicle, where available.
 - 24.1.2.8 Tires (including spare): Steel belted radial type tubeless tires.
 - 24.1.2.9 Electronic Stability Control: Required (per FMVSS 126 all light duty vehicles (under GVWR 10,000))
 - 24.1.2.10 Power Steering: Manufacturer's standard
 - 24.1.2.11 Flex Fuel, if available
- 24.1.3 Minimum Specifications

Item	Minimum Requirements
Approximate Wheelbase, inches	109.8
Payload Allowance, pounds, approx.	1151
Approximate Length Overall, inches	188.4
Approximate Length, Cargo inches	63.7
GVWR Pounds	5100
Displacement, liters (Base vehicle)	3.5LV-6
Engines, HP Approx.	270
Engines Torque Approx.	248
Transmission	Automatic
Tire Size & Load Range 17" Acceptable	P245/60R18
Passenger Capacity	5 Passengers

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24.2 Utility Vehicle Compact, 4-CYL, 4-Door: Nissan Rogue, Ford Escape, Jeep Patriot, Chevrolet Equinox, Toyota Rav4 or Approved Equal.

24.2.1 Body and Chassis same as 24.1.1 and 24.1.2.

24.2.3 Minimum Specifications

Item	Minimum Requirements
Approximate Wheelbase, inches	103.7
Approximate Length Overall, inches	173.6
Approximate Length, Cargo inches	56.4
GVWR Pounds	3515
Displacement, liters (Base vehicle)	2.0L
Engines, HP Approx.	158
Engines Torque Approx.	141
Transmission	Automatic
Tire Size & Load Range 16" Acceptable	P215/60R17
Rim Size	6

24.3 Carryall Gasoline, ½ Ton, 2 Wheel Drive: Ford Expedition, Chevrolet Suburban, GMC Yukon XL or Approved Equal.

24.3.1 Body and Chassis same as 24.1.1 and 24.1.2.

24.3.2 Additional Equipment:

24.3.2.1 Seating Capacity: Minimum 7, including the driver.

24.3.2.2 Headliner: Full length, factory installed where available.

24.3.2.3 Side Panels, Interior: Option of rigid material with a durable finish (such as plastic) or carpet installed on all walls, wheel wells, and doors, factory installed, where available.

24.3.2.4 Cab and Cargo Area Insulation: Factory installed, where available.

24.3.2.5 Floor Covering, Cargo Compartment: Cargo compartment floor shall be covered with manufacturers' standard carpet or rubber floor covering.

24.3.3 Minimum Specifications

Item	Minimum Requirements
Approximate Wheelbase, inches	130
Payload Allowance max pounds	1538
Length overall inches	220.8
GVWR Pounds	7200
Displacement, liters (Base vehicle)	3.5V6 Eco Boost/ 5.3L V8
Engines, HP Approx.	320
Engines Torque Approx.	335
Transmission	Automatic
Tire Size & Load Range 18" Acceptable	P265/70R17

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24.4 Cargo Van, 4-CYL, Ford Transit Connect or Approved Equal.

24.4.1 Body and Chassis same as 24.1.1 and 24.1.2.

24.4.2 Required options:

Installed: #5 fire extinguisher, backup alarm, rack bins (Ford Code 69) or Adrian Steel up fit kit package (GM), divider for cargo area, headache rack, rear camera, standard slide and rear cargo doors w/Glass, trailer tow package w/class IV hitch, and inside cargo area dome light.

24.4.3 Required Special Equipment:

Permanent Mount Whelen Mini justice super amber LED light bar (model MJEG1A). Front & Rear hide-away strobe lights with 90 watts power supply with switch.

24.4.4 Minimum Specifications

ITEM	Minimum Requirements
Wheelbase, inches	114.6
Payload Allowance, max pounds (approximate)	1500
Length (overall), inches	176
Length (Cargo), inches	82.8
GVWR, pounds	4718
Displacement liters	2.0L
Engine HP	131
Torque	128
Transmission	Automatic
Tire Size & Load Range, 16" Acceptable	185/60R15 Std. Ld.
Rim size, (dia.), inches	5.5"

25.0 Passenger Vans, Light-Duty

Unless otherwise specified, all units shall be furnished complete with standard equipment and factory-installed accessories as listed in the manufacturer's printed literature for the models specified herein. The below items are minimum requirements for the models specified herein, and shall be provided whether shown as optional or standard equipment by the manufacturer. The following are some of those standard features or additional features as listed for these models.

25.1 Commercial Mini Van (5-Passenger), 4-Cylinder, Ford Transit Connect, Ram ProMaster City Passenger van or Approved Equal.

25.1.1 Body

25.1.1.1 Air Bags: Required. Manufacturer's standard to include side curtain/impact airbags if available from manufacturer.

25.1.1.2 Air Conditioning: Manufacturer's Front and Rear required.

25.1.1.3 Arm Rests, Door-Mounted: Both right and left arm rests are required.

25.1.1.4 AM/FM Radio: Manufacturer's standard.

25.1.1.5 Auxiliary Power Outlet: 12 volt.

25.1.1.6 Headliner: Required. Full length, if available.

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- 25.1.1.7 Heater and Defroster: Required
- 25.1.1.8 Power Package: Includes power windows, power locks, power mirrors, cruise control, and tilt steering wheel.
- 25.1.1.9 Seat, Cloth: Front buckets, 2nd, 3rd, & 4th row bench seats, where applicable.
- 25.1.1.10 Side Panels, Interior: Rigid material with a durable finish such as plastic shall be installed on all walls and doors.
- 25.1.1.11 Sun Visor: Dual.
- 25.1.1.12 Windows, Passenger: Required (factory installed, if available).
- 25.1.1.13 Windshield Wipers: Dual electric 2-speed type with intermittent feature windshield washers.
- 25.1.1.14 Window Tint: OEM Standard Tint. Tinting shall meet Texas DPS regulations.
- 25.1.1.15 Bluetooth Wireless Communication: Manufacturer's standard, where available.
- 25.1.2 Chassis
 - 25.1.2.1 Automatic Transmission
 - 25.1.2.2 Brakes, ABS, required, Manufacturer's standard, front disc, 2- or 4-wheel.
 - 25.1.2.3 Traction Assistance and Vehicle stability enhancement system.
 - 25.1.2.4 Bumpers: Manufacturer's standard front and rear.
 - 25.1.2.5 Ground Ratings: As required for the GVWR certified.
 - 25.1.2.6 Spare Wheel and Tire: Manufacturer's standard, mounted (Conventional Tire) – full-size spare wheel and tire shall be A Brand Name, Type, And Size Of Tire to those on the vehicle, where available.
 - 25.1.2.7 Tires, Including Spare, If Conventional Type: Steel-belted radial-type tubeless tires (all tires shall be identical).
 - 25.1.2.8 Electronic Stability Control: Required.
- 25.1.3 Additional Equipment: The following equipment is also required in addition to that required above:
 - 25.1.3.1 Sliding Doors: Seats - The minimum seating arrangement shall be as follows: Rows Seat Capacity:
 - 1 One (driver) & One (passenger, front)
 - 2 Three (per seat)
 - 3 no seats

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25.1.4 Minimum Specifications

ITEM	Minimum Requirements
Wheelbase, inches	114.6
Length (overall), inches	180.7
GVWR, pounds	4965
Displacement liters	2.5L/2.4L
Engine HP	136
Torque	128
Transmission	Automatic
Tire Size & Load Range	215/55R16
Rim size, (dia.), inches	6.5"

25.2 ½ Ton Mini Van (7-Passenger), 6-Cylinder, FWD: Dodge Grand Caravan, Nissan Quest, Toyota Sienna or Approved Equal.

25.2.1 Body and Chassis same as 25.1.1 and 25.1.2.

25.2.2 **Additional Equipment:** The following equipment is also required in addition to that required above:

Body: Sliding Doors, right and left side.

Seats - The minimum seating arrangement shall be as follows: Rows Seat Capacity

1 One (driver) & One (passenger, front)

2 Three (per seat)

25.2.3 Minimum Specifications

ITEM	Minimum Requirements
Wheelbase, inches	118.1
Length (overall), inches	200.2
GVWR, pounds	5818
Displacement liters	3.5L
Engine HP	260
Torque	240
Transmission	Automatic
Tire Size & Load Range 17"/18" Acceptable	225/65R16 Std. Ld.
Rim size, (dia.), inches	6.5"

26.0 Light-Duty Trucks

Unless otherwise specified, all units shall be furnished complete with standard equipment and factory-installed accessories as listed in the manufacturer's printed literature for the models specified herein. The following items are minimum requirements for the models specified herein, and shall be provided whether shown as optional or standard equipment by the manufacturer. The following are some of those standard features or additional features as listed for these models.

26.1 Full Size 1/2 Ton Regular Cab Pickup Truck, 5/6-Cylinder, Short Bed: Ram 1500, Ford F150, Chevrolet Silverado, GMC Sierra, or Approved Equal.

26.1.1 Body: Regular Cab and Short Bed

26.1.1.1 Pickup Bodies: Straight / fleet side with steel cargo floors.

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- 26.1.1.2 Air Bags: Required. Manufacturer's standard to include side curtain/impact airbags if available from manufacturer [Exception: Units with 8,600 lb. GVWR and up.]
 - 26.1.1.3 Air Conditioning: Required. Manufacturer's standard.
 - 26.1.1.4 AM/FM Radio: Manufacturer's standard.
 - 26.1.1.5 Auxiliary Power Outlet: One(1) 12 volt.
 - 26.1.1.6 Seat, Cloth: Front seats split bench 40/60, 40/20/40, or buckets.
 - 26.1.1.7 Jack, Handle, and Lug Wrench.
 - 26.1.1.8 Power Package: Includes power windows, power locks, power mirrors, cruise control, and tilt steering wheel.
 - 26.1.1.9 Mirrors: Rearview Mirrors shall be the largest factory installed available.
 - 26.1.1.10 Sun Visors: Dual.
 - 26.1.1.11 Window Tint: OEM Standard Tint. Tinting shall meet Texas DPS regulations.
 - 26.1.1.12 Bluetooth Wireless Communication: Manufacturer's standard, where available.
- 26.1.2 Chassis:
- 26.1.2.1 Automatic Transmission: Required.
 - 26.1.2.2 Brakes, ABS, required, Manufacturer's standard; front disc, 2- or 4- wheel.
 - 26.1.2.3 Bumper (Full Width of Truck): Installed front and rear-step bumper shall be manufacturer's standard, 5# Fire ext., Back-up alarm.
 - 26.1.2.4 Spare Wheel and Tire: OEM full-size, major Brand name.
 - 26.1.2.5 Tires (including Spare): Steel belted radial, all position, tubeless highway tread. Tires with raised white lettering are acceptable, if mounted with the black lettering facing away from vehicle.
 - 26.1.2.6 Electronic Stability Control: Required.

26.1.3 Minimum Specifications

ITEM	Minimum Requirements
Wheelbase, inches, Approx	119
Approximated Payload Allowance	1430
Length Overall, inches, Approx	205.6
Length, Cargo, inches, Approx	76.3
GVWR pounds, Approx	6010
Engine, Gasoline	V6
Engines, Net HP, Approx	195
Engines, Torque, Approx	250
Transmission	Automatic
Tire Size & Wheel	265/70R-245/70R, 17"/ 18"

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26.2 Full Size 1/2 Ton, Extended Cab Pickup Truck, 6-Cyl, 5- Passenger, Short Bed: Ram, Ford F150, Chevrolet Silverado, GMC Sierra, Toyota Tundra, or Approved Equal.

26.2.1 Body: Extended Cab and Short Bed

- 26.2.1.1 Pickup Bodies: Straight / fleet side with steel cargo floors.
- 26.2.1.2 Air Bags: Required. Manufacturer's standard to include side curtain/impact airbags if available from manufacturer [Exception: Units with 8,600 lb. GVWR and up.]
- 26.2.1.3 Air Conditioning: Required. Manufacturer's standard.
- 26.2.1.4 AM/FM Radio: Manufacturer's standard.
- 26.2.1.5 Auxiliary Power Outlet: One(1) 12 volt.
- 26.2.1.6 Seat, Cloth: Front seats split bench 40/60, 40/20/40, or buckets.
- 26.2.1.7 Jack, Handle, and Lug Wrench.
- 26.2.1.8 Power Package: Includes power windows, power locks, power mirrors, cruise control, and tilt steering wheel.
- 26.2.1.9 Mirrors: Rearview Mirrors shall be the largest factory installed available.
- 26.2.1.10 Sun Visors: Dual.
- 26.2.1.11 Window Tint: OEM Standard Tint. Tinting shall meet Texas DPS regulations.
- 26.2.1.12 Bluetooth Wireless Communication: Manufacturer's standard, where available.

26.2.2 Chassis

- 26.2.2.1 Automatic Transmission: Required.
- 26.2.2.2 Brakes, ABS, required, Manufacturer's standard; front disc, 2- or 4- wheel.
- 26.2.2.3 Bumper (Full Width of Truck): Installed front and rear-step bumper shall be manufacturer's standard 5# Fire Ext., Back -Up alarm.
- 26.2.2.4 Spare Wheel and Tire: OEM full-size, major Brand name.
- 26.2.2.5 Tires (including Spare): Steel belted radial, all position, tubeless highway tread. Tires with raised white lettering are acceptable, if mounted with the black lettering facing away from vehicle.
- 26.2.2.6 Electronic Stability Control: Required.

26.2.3 Minimum Specifications

ITEM	Minimum Requirements
Wheelbase, inches, Approx	140.5
Approximated Payload Allowance	1450
Length Overall, inches, Approx	228.7
Length, Cargo, inches, Approx	73.9

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GVWR pounds, Approx	6100
Engine, Gasoline	V6
Engines, Net HP, Approx	195
Engines, Torque, Approx	250
Transmission	Automatic
Tire Size & Wheel	245/70R17, or 18"

26.3 Full Size 1/2 Ton, Crew Cab Pickup Truck, 6/8 Cyl, 6- Passenger, Short Bed: Ram 1500 Crew Cab, Ford F150, Chevrolet Silverado, GMC Sierra, Toyota Tundra Crew Max, or Approved Equal.

26.3.1 Body: Crew Cab and Short Bed

- 26.3.1.1 Pickup Bodies: Straight / fleet side with steel cargo floors.
- 26.3.1.2 Air Bags: Required. Manufacturer's standard to include side curtain/impact airbags if available from manufacturer [Exception: Units with 8,600 lb. GVWR and up.]
- 26.3.1.3 Air Conditioning: Required. Manufacturer's standard.
- 26.3.1.4 AM/FM Radio: Manufacturer's standard.
- 26.3.1.5 Auxiliary Power Outlet: One(1) 12 volt.
- 26.3.1.6 Seat, Cloth: Front seats split bench 40/60, 40/20/40, or buckets.
- 26.3.1.7 Jack, Handle, and Lug Wrench.
- 26.3.1.8 Power Package: Includes power windows, power locks, power mirrors, cruise control, and tilt steering wheel.
- 26.3.1.9 Mirrors: Rearview Mirrors shall be the largest factory installed available.
- 26.3.1.10 Sun Visors: Dual.
- 26.3.1.11 Window Tint: OEM Standard Tint. Tinting shall meet Texas DPS regulations.
- 26.3.1.12 Bluetooth Wireless Communication: Manufacturer's standard, where available.

26.3.2 Chassis

- 26.3.2.1 Automatic Transmission: Required.
- 26.3.2.2 Brakes, ABS, required, Manufacturer's standard; front disc, 2- or 4- wheel.
- 26.3.2.3 Bumper (Full Width of Truck): Installed front and rear-step bumper shall be manufacturer's standard 5# Fire Ext., Back-Up alarm.
- 26.3.2.4 Spare Wheel and Tire: OEM full-size, major Brand name.
- 26.3.2.5 Tires (including Spare): Steel belted radial, all position, tubeless highway tread. Tires with raised white lettering are acceptable, if mounted with the black lettering facing away from vehicle.
- 26.3.2.6 Electronic Stability Control: Required.

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26.3.3 Minimum Specifications

ITEM	Minimum Requirements
Wheelbase, inches, Approx	139.8
Approximated Payload Allowance	1550
Length Overall, inches, Approx	224.6
Length, Cargo, inches, Approx	66.7
GVWR pounds, Approx	6800
Engine, Gasoline	V8
Engines, Net HP, Approx	302
Engines, Torque, Approx	305
Transmission	Automatic
Tire Size & Wheel	245/70R17, or 18"

26.4 Full Size 3/4 Ton Extended Cab Pickup Truck, 6/8-Cyl, 5-Passenger, Long Bed: Ram 2500 Crew Cab, Ford F250, Chevrolet Silverado, GMC Sierra, Toyota Tundra Crew Max, or Approved Equal.

26.4.1 Body: Extended Cab and Long Bed

- 26.4.1.1 Pickup Bodies: Straight / fleet side with steel cargo floors.
- 26.4.1.2 Air Bags: Required. Manufacturer's standard to include side curtain/impact airbags if available from manufacturer [Exception: Units with 8,600 lb. GVWR and up.]
- 26.4.1.3 Air Conditioning: Required. Manufacturer's standard.
- 26.4.1.4 AM/FM Radio: Manufacturer's standard.
- 26.4.1.5 Auxiliary Power Outlet: One (1) 12 volt.
- 26.4.1.6 Seat, Cloth: Front seats split bench 40/60, 40/20/40, or buckets.
- 26.4.1.7 Jack, Handle, and Lug Wrench.
- 26.4.1.8 Power Package: Includes power windows, power locks, power mirrors, cruise control, and tilt steering wheel.
- 26.4.1.9 Mirrors: Rearview Mirrors shall be the largest factory installed available.
- 26.4.1.10 Sun Visors: Dual.
- 26.4.1.11 Window Tint: OEM Standard Tint. Tinting shall meet Texas DPS regulations.
- 26.4.1.12 Bluetooth Wireless Communication: Manufacturer's standard, where available.

26.4.2 Chassis

- 26.4.2.1 Automatic Transmission: Required.
- 26.4.2.2 Brakes, ABS, required, Manufacturer's standard; front disc, 2- or 4- wheel.
- 26.4.2.3 Bumper (Full Width of Truck): Installed front and rear-step bumper shall be manufacturer's standard, Tow Pkg., Class IV Hitch, 5# Fire Ext., Back-Up alarm.

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- 26.4.2.4 Spare Wheel and Tire: OEM full-size, major Brand name.
- 26.4.2.5 Tires (including Spare): Steel belted radial, all position, tubeless highway tread. Tires with raised white lettering are acceptable, if mounted with the black lettering facing away from vehicle.
- 26.4.2.6 Electronic Stability Control: Required.

26.4.3 Minimum Specifications

ITEM	Minimum Requirements
Wheelbase, inches, Approx	158
Approximated Payload Allowance	3060
Length Overall, inches, Approx	248.6
Length, Cargo, inches, Approx	97.8
GVWR pounds, Approx	9400
Engine, Gasoline	V8
Engines, Net HP, Approx	360
Engines, Torque, Approx	380
Transmission	Automatic
Tire Size & Wheel	245/75R17E, or 18"

26.5 Full Size 3/4 Ton Crew Cab Pickup Truck, 6/8-Cyl, 5-Passenger Long Bed, 4x4: Ram 2500 Crew Cab, Ford F250, Chevrolet Silverado, GMC Sierra, Toyota Tundra Crew Max, or Approved Equal.

26.5.1 Body: Crew Cab and Long Bed

- 26.5.1.1 Pickup Bodies: Straight / fleet side with steel cargo floors.
- 26.5.1.2 Air Bags: Required. Manufacturer's standard to include side curtain/impact airbags if available from manufacturer [Exception: Units with 8,600 lb. GVWR and up.]
- 26.5.1.3 Air Conditioning: Required. Manufacturer's standard.
- 26.5.1.4 AM/FM Radio: Manufacturer's standard.
- 26.5.1.5 Auxiliary Power Outlet: One (1) 12 volt.
- 26.5.1.6 Seat, Cloth: Front seats split bench 40/60, 40/20/40, or buckets.
- 26.5.1.7 Jack, Handle, and Lug Wrench.
- 26.5.1.8 Power Package: Includes power windows, power locks, power mirrors, cruise control, and tilt steering wheel.
- 26.5.1.9 Mirrors: Rearview Mirrors shall be the largest factory installed available.
- 26.5.1.10 Sun Visors: Dual.
- 26.5.1.11 Window Tint: OEM Standard Tint. Tinting shall meet Texas DPS regulations.
- 26.5.1.12 Bluetooth Wireless Communication: Manufacturer's standard, where available.

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26.5.2 Chassis

- 26.5.2.1 Automatic Transmission: 4x4. Required.
- 26.5.2.2 Brakes, ABS, required, Manufacturer's standard; front disc, 2- or 4- wheel.
- 26.5.2.3 Bumper (Full Width of Truck): Installed front and rear-step bumper shall be manufacturer's standard, Tow Pkg., Class IV Hitch, 5# Fire ext., Back-Up alarm.
- 26.5.2.4 Spare Wheel and Tire: OEM full-size, major Brand name.
- 26.5.2.5 Tires (including Spare): Steel belted radial, all position, tubeless highway tread. Tires with raised white lettering are acceptable, if mounted with the black lettering facing away from vehicle.
- 26.5.2.6 Electronic Stability Control: Required.

26.5.3 Minimum Specifications

ITEM	Minimum Requirements
Wheelbase, inches, Approx	158
Approximated Payload Allowance	3060
Length Overall, inches, Approx	248.6
Length, Cargo, inches, Approx	97.8
GVWR pounds, Approx	9400
Engine, Gasoline	V8
Engines, Net HP, Approx	360
Engines, Torque, Approx	380
Transmission	Automatic
Tire Size & Wheel	245/75R17E, or 18"

27.0 Full Size Truck W/Special Body Specifications. Ram 5500, Ford F550, or Equal.

27.1 Body: Crew Cab, Dual Rear wheels, Service Body.

- 27.1.1 Air Conditioning & Heater and Defroster: Manufacturers standard.
- 27.1.2 Air Bags: Manufacturer's standard to include side curtain/impact airbags if available from manufacturer.
- 27.1.3 AM/FM Radio: Manufacturer's standard.
- 27.1.4 Seats: 40/20/40 vinyl bench.
- 27.1.5 Power Package: Includes power windows, power locks, power mirrors, cruise control, and tilt steering wheel.
- 27.1.6 Crew Cab 84 inch Cab to axle
- 27.1.7 Seating: Seating shall be provided for a minimum of five persons.

27.2 Chassis:

- 27.2.1 Brake controller, Extra HD Service Suspension Pkg., Extra HD Alternator.

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27.2.2 200" wheelbase/84"CA.

27.2.3 Automatic Transmission HD—Gasoline.

27.3 Specialized Body

Installed: service body upgrade for 84"CA, Knapheide 6132D54J1 service body, deep compartments, dividers, shelving, BH82000 2" ball/pintle combo, louvered headache rack, ecco 5315, double rotating beacon lights mounted to headache rack. Backup alarm installed, 5# Fire extinguisher.

27.4 Minimum Specifications

ITEM	Minimum Requirements
Body Trim Designation	BASE
GVWR, pounds	17,500/19,500
GCWR, pounds	25,000/30,000
Front GAWR, pounds	6,000
Rear GAWR, pounds	9,500
Approximate Body/Payload Allowance, Pounds	11,790
Front Axle Capacity, pounds	5,600
Rear Axle Capacity, pounds	11,000
Heavy Duty Frame, RBM	479,000
Engine, Gasoline, Displacement, liter	6.2L, 6.4L, 6.8L, V8
Engines HP	300
Engines, Torque	610
Governed Speed, RPM	2800
Transmission	Automatic
Tire Size & Load Range	LT225/70R19.5 F/G

28.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded by sections to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. **The City of Laredo reserves the right to selection either Option 1 or Option 2.**

28.1 The City of Laredo reserves the right to purchase additional vehicles at the bid pricing within a 120 day period with the consent of the vendor.

28.2 The City of Laredo is also accepting contract pricing from vendors that have a valid purchase contract with any of the cooperative purchasing programs that the City of Laredo is a member, in accordance to provisions of Chapter 791 of the Texas Government Cooperation Act. The City of Laredo is a member of the following cooperative purchasing programs:

- State of Texas
- Houston Galveston Area Council of Governments (H-GAC)
- BUYBOARD
- TCPN
- US Communities
- NCPA
- NJPA

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28.3 Required Documentation to be submitted with Bid
Vendors shall submit a price worksheet or "Catalog / Price Sheet" to include the standard equipment type products which were bid as specific line items. The price worksheet shall contain the COOPERATIVE, purchasing contract number along with pricing of the base bid item plus all published and unpublished options. The worksheet shall also indicate the delivery date.

28.4 Disclosure of Interested Parties (**Not Required for this Contract**)
Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

29.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Tab A - Company Information Questionnaire

Tab B - Signed Price Schedule

Tab C - Conflict of Interest Questionnaire

Tab D - Non-Collusive Affidavit

Tab E - Discretionary Contract Disclosure

Tab F - Certificate of Interested Parties (Form 1295) (Not required for this contract)

CITY OF LAREDO
PURCHASING DIVISION

30.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire:

Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

Name of Offeror (Business): Caldwell Country Chevrolet

Signature of person authorized to sign bid: [Signature] Date: 11/27/2017

Print Name of person authorized to sign bid: AVERY KNAPP

Title: Fleet Director

Business Address: PO BOX 27

City, State, Zip Code: Caldwell, TX 77936

Telephone Number: 979-567-6116 Fax Number: 979-567-0953

Contact Person Email Address: AKNAPPE@CALDWELLCOUNTRY.COM

Federal Tax ID Number: 14-1956972

Bidders Principal/Corporate Place of Business Address: Caldwell, Texas

Indicated Status of Business:
Corporation _____ Partnership Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 14 YEARS

If applicable, list all other names under which the Business identified above operated in the last five years.

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

**CITY OF LAREDO
PURCHASING DIVISION**

31.0 Tab B Price Schedule

31.1 Section IA – Intermediate Sedan (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Intermediate Sedan as per Specifications - 23.1 Color: White	2	\$ 16,820	\$ 33,640

Auto Make and Model: Chevrolet Malibu LS 1EC69

Model Year: 2018 1.5L

Estimated Time of Delivery: 90-120 Days

**** The quantities are estimates and are based on the best available information****

Section IB – Intermediate Sedan (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Intermediate Sedan as per Specifications - 23.1 Color: White	2	\$ 21,445	\$ 42,890

Auto Make and Model: Chevrolet Impala LS 1EX69

Model Year: _____ 3.6L

Estimated Time of Delivery: _____ Days

Type of Contract: NONE - Direct Bid

Contract Number: —

List the Cooperative Purchasing Program and Contract Number: —

Company Name: Caldwell Country Chevrolet

Owner/President Name: Jon Hildebrand

Company Address: PO Box 27

City, State, Zip Code: Caldwell, TX 77936

Company Authorized Representative's Signature: [Signature]

Company Representative's Name: Avent Knapp

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.2 Section IIA – Utility Mid-Size Vehicle (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Utility Mid-Size Vehicle as per Specifications - 24.1 Color: White	1	\$ 20,580	\$ 20,580

Auto Make and Model: Chevrolet Equinox LS 1XP26

Model Year: 2018 1.5L

Estimated Time of Delivery: 90-120 Days

**** The quantities are estimates and are based on the best available information****

Section IIB – Utility Mid-Size Vehicle (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Utility Mid-Size Vehicle as per Specifications - 24.1 Color: White	1	\$ 24,976	\$ 24,976

Auto Make and Model: Chevrolet Traverse LS 1NB56

Model Year: 2018 3.6L

Estimated Time of Delivery: 90-120 Days

Type of Contract: NONE - Direct Bid

Contract Number: —

List the Cooperative Purchasing Program and Contract Number: —

Company Name: Caldwell Country Chevrolet

Owner/President Name: Jon Hildebrand

Company Address: PO Box 27

City, State, Zip Code: Caldwell, TX 77936

Company Authorized Representative's Signature: [Signature]

Company Representative's Name: Alexis Knapp

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.3 Section IIIA – Utility Vehicle Compact (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Utility Vehicle Compact as per Specifications - 24.2 Color: White	2	\$ 20,580	\$ 41,160

Auto Make and Model: Chevrolet Equinox LS 1LE26

Model Year: 2018 1.5L

Estimated Time of Delivery: 90-120 Days

**** The quantities are estimates and are based on the best available information****

Section IIIB – Utility Vehicle Compact (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Utility Vehicle Compact as per Specifications - 24.2 Color: White	2	\$ 24,976	\$ 49,952

Auto Make and Model: Chevrolet Traverse LS 1NB5P

Model Year: 2018

Estimated Time of Delivery: 90-120 Days

Type of Contract: none - Direct B.O.

Contract Number: —

List the Cooperative Purchasing Program and Contract Number: —

Company Name: Caldwell Country Chevrolet

Owner/President Name: Jon Hildebrand

Company Address: PO Box 27

City, State, Zip Code: Caldwell, TX 77036

Company Authorized Representative's Signature: [Signature]

Company Representative's Name: Averyt Knapp

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.4 Section IVA – Carryall Gasoline (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Carryall Gasoline as per Specifications - 24.3 Color: White	1	\$ 38,475	\$ 38,475

Auto Make and Model: Chevrolet Suburban

Model Year: 2018

Estimated Time of Delivery: 90 Days

**** The quantities are estimates and are based on the best available information****

Section IVB – Carryall Gasoline (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Carryall Gasoline as per Specifications - 24.3 Color: White	1	\$ 38,475	\$ 38,475

Auto Make and Model: Chevrolet Suburban

Model Year: 2018

Estimated Time of Delivery: 90 Days

Type of Contract: None - Direct

Contract Number: —

List the Cooperative Purchasing Program and Contract Number: —

Company Name: Caldwell Country Chevrolet

Owner/President Name: Jon Hildebrand

Company Address: PO Box 27

City, State, Zip Code: Caldwell, TX 77931

Company Authorized Representative's Signature: [Signature]

Company Representative's Name: AVENT KNAPP

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.5 Section VA – Cargo Van (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Cargo Van with rack bins, headache rack as per Specifications - 24.4 Color: White	3	\$ 27,927	\$ 83,781

Auto Make and Model: Chevrolet City Express Cargo VAN 15T60

Model Year: 2018

Estimated Time of Delivery: 120 - 150 Days

**** The quantities are estimates and are based on the best available information****

Section VB – Cargo Van (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Cargo Van with rack bins, headache rack, as per Specifications - 24.4 Color: White	3	\$ 27,927	\$ 83,781

Auto Make and Model: Chevrolet City Express Cargo VAN 15T60

Model Year: 2018

Estimated Time of Delivery: 120 - 150 Days

Type of Contract: None - Direct Bid

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Caldwell County Chevrolet

Owner/President Name: Jon Thiedebrand

Company Address: PO Box 27

City, State, Zip Code: Caldwell, TX 77036

Company Authorized Representative's Signature: [Signature]

Company Representative's Name: Avery Knapp

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.6 Section VIA – Commercial Mini-Van (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Commercial Mini-van as per Specifications - 25.1 Color: White	1	\$ 26,118	\$ 26,118

Auto Make and Model: Chevrolet 2500 Express Cargo Comm Van (5-pass)

Model Year: 2018

623405

Estimated Time of Delivery: 120 Days

**** The quantities are estimates and are based on the best available information****

Section VIB – Commercial Mini-Van (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Commercial Mini-Van as per Specifications - 25.1 Color: White	1	\$ 26,118	\$ 26,118

Auto Make and Model: Chevrolet 2500 Express Cargo Comm Van (5-pass)

Model Year: 2018

623405

Estimated Time of Delivery: 120 Days

Type of Contract: None Direct

Contract Number: —

List the Cooperative Purchasing Program and Contract Number: —

Company Name: Caldwell Country Chevrolet

Owner/President Name: Jon Hildebrand

Company Address: PO Box 27

City, State, Zip Code: Caldwell, TX 77036

Company Authorized Representative's Signature: [Signature]

Company Representative's Name: AVENT KRAPP

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.7 Section VIIA – ½ Ton Mini-Van (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- ½ Ton Mini-van as per Specifications - 25.2 Color: White	1	\$ 25,335	\$ 25,335

Auto Make and Model: Chevrolet Traverse LS INB56

Model Year: 2018

Estimated Time of Delivery: 120 Days

**** The quantities are estimates and are based on the best available information****

Section VIIB – ½ Ton Mini-Van (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- ½ Ton Mini-Van as per Specifications - 25.2 Color: White	1	\$ 25,335	\$ 25,335

Auto Make and Model: Chevrolet Traverse LS INB56

Model Year: 2018

Estimated Time of Delivery: 120 Days

Type of Contract: Direct - MWR

Contract Number: —

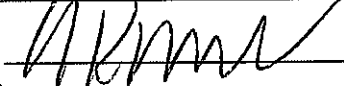
List the Cooperative Purchasing Program and Contract Number: —

Company Name: Caldwell Country Chevrolet

Owner/President Name: Jon Hildebrand

Company Address: PO Box 27

City, State, Zip Code: Caldwell, TX 77836

Company Authorized Representative's Signature: 

Company Representative's Name: AVERA KNAPP

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.8 Section VIIIA – Full Size Truck (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Truck Reg. Cab. Short Bed as per Specifications - 26.1 Color: White	4	\$ 20,225	\$ 80,900

Auto Make and Model: Chevrolet 1500 Silverado 4x2 Reg Cab S/B CC15703

Model Year: 2018

Estimated Time of Delivery: 120 Days

**** The quantities are estimates and are based on the best available information****

Section VIIIB – Full Size Truck (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Truck Reg. Cab. Short Bed as per Specifications - 26.1 Color: White	4	\$ 20,225	\$ 80,900

Auto Make and Model: Chevrolet 1500 Silverado 4x2 Reg Cab S/B CC15703

Model Year: 2018

Estimated Time of Delivery: 120 Days

Type of Contract: None - Direct B/O

Contract Number:

List the Cooperative Purchasing Program and Contract Number:

Company Name: Caldwell Country Chevrolet

Owner/President Name: Jon Hildebrand

Company Address: PO Box 27

City, State, Zip Code: Caldwell, TX 77836

Company Authorized Representative's Signature: *[Signature]*

Company Representative's Name: Avent Knapp

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

31.8 Section IXA – Full Size Truck (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Extended Cab, Short Bed as per Specifications - 26.2 Color: White	2	\$ 21,088	\$ 42,176

Auto Make and Model: Chevrolet 1500 Silverado 4x2 Double Cab SWB CC15753

Model Year: 2018

Estimated Time of Delivery: 120 Days

**** The quantities are estimates and are based on the best available information****

Section IXB – Full Size Truck (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Extended Cab, Short Bed as per Specifications - 26.2 Color: White	2	\$ 21,088	\$ 42,176

Auto Make and Model: Chevrolet 1500 Silverado 4x2 Double Cab SWB CC15753

Model Year: 2018

Estimated Time of Delivery: 120 Days

Type of Contract: Direct Bid

Contract Number: NME

List the Cooperative Purchasing Program and Contract Number:

Company Name: Caldwell Country Chevrolet

Owner/President Name: Jon Hildebrand

Company Address: PO BOX 27

City, State, Zip Code: Caldwell, TX 77936

Company Authorized Representative's Signature: [Signature]

Company Representative's Name: Avent Knapp

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

31.9 Section XA – Full Size Truck (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Crew Cab, Short Bed as per Specifications - 26.3 Color: White	4	\$ 24,720	\$ 98,880

Auto Make and Model: Chevrolet 1500 Silverado 4x2 crew cab sm B CC15143

Model Year: 2018

Estimated Time of Delivery: 120 Days

**** The quantities are estimates and are based on the best available information****

Section XB – Full Size Truck (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Crew Cab, Short Bed as per Specifications - 26.3 Color: White	4	\$ 24,720	\$ 98,880

Auto Make and Model: Chevrolet 1500 Silverado 4x2 crew cab sm B CC15143

Model Year: 2018

Estimated Time of Delivery: 120 Days

Type of Contract: none - direct bid

Contract Number: —

List the Cooperative Purchasing Program and Contract Number: —

Company Name: Caldwell Country Chevrolet

Owner/President Name: Jon Hildebrand

Company Address: PO Box 27

City, State, Zip Code: Caldwell, TX 77936

Company Authorized Representative's Signature: [Signature]

Company Representative's Name: Averyt Krapp

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

31.10 Section XIIA – Full Size Truck (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Crew Cab, Long Bed, 4x4 as per Specifications - 26.5 Color: White	1	\$ 30,335	\$ 30,335

Auto Make and Model: CHEVROLET 2500HD SILVERADO 4X4 CREW CAB LWB CK259V3
 Model Year: 2018

Estimated Time of Delivery: 120 Days

**** The quantities are estimates and are based on the best available information****

Section XIIB – Full Size Truck (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Crew Cab, Long Bed, 4x4 as per Specifications - 26.5 Color: White	1	\$ 30,335	\$ 30,335

Auto Make and Model: CHEVROLET 2500HD SILVERADO 4X4 CREW CAB LWB CK259V3
 Model Year: 2018

Estimated Time of Delivery: 120 Days

Type of Contract: NONE - Direct Bid

Contract Number: —

List the Cooperative Purchasing Program and Contract Number: —

Company Name: Caldwell Country Chevrolet

Owner/President Name: Jon Hidebrand

Company Address: PO BOX 27

City, State, Zip Code: Caldwell, TX 77936

Company Authorized Representative's Signature: [Signature]

Company Representative's Name: AVERY KNAPP

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.10 Section XIII A – Full Size Truck (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Crew Cab, DRW, Service Body as per Specifications – 27.0 Color: White	1	\$ N/B	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information****

Section XIII B – Full Size Truck (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Crew Cab, DRW, Service Body as per Specifications – 27.0 Color: White	1	\$ N/B	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Caldwell Country Chevrolet

Owner/President Name: Jon Hildebrand

Company Address: PO Box 27

City, State, Zip Code: Caldwell, TX 77936

Company Authorized Representative's Signature: [Signature]

Company Representative's Name: Averyt Knapp

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No

Is any litigation pending against the Business? Yes / No

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business:

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

CITY OF LAREDO
PURCHASING DIVISION

32.0 Tab C- Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040**, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

CITY OF LAREDO
PURCHASING DIVISION

33.0 Tab D

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

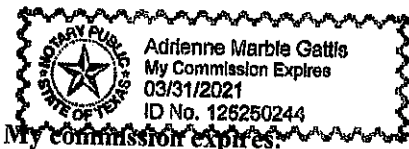
That he she is AVENY KNAPP
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.



Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 17 day of NOV. 20 17.



Adrienne Marble Gattis
Notary Public

My commission expires: 3/31/2021

34.0 Tab E



City of Laredo Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 if the City's Ethics Code.
*This is a New Submission or Correction or Update to previous submission.

***1. Name of person submitting this disclosure form.**

AVONYT	J	KNAPP	MR.
First	M.I.	Last	Suffix

***2. Contract Information.**

a) Contract or Project name(s): FY19-013
Administrative Vehicles - City of Laredo

b) Originating Department(s): _____

***3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

AVONYT KNAPP			
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature

***4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

Name of partner, parent, or subsidiary business entity(ies): _____

**CITY OF LAREDO
PURCHASING DIVISION**

***5. List any individuals or entities that will be subcontractors on this contract.**

Not applicable. No subcontractors will be retained for this contract.

Subcontractors may be retained, but have not been selected at the time of this submission.

List of subcontractors: _____

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract: _____

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

- a) Any individual seeking contract with the city (Question 3)
- b) Any owner or officer of entity seeking contract with the city (Question 3)
- c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
- d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
- e) The spouse of any individual listed in response to (a) through (d) above
- f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

List of contributors: _____

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

CITY OF LAREDO
PURCHASING DIVISION

I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest: _____

***Acknowledgements**

Updates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

No Contract with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Averyt Knapp

Name (Print)

[Signature]

Signature

Fleet Director

Title

Caldwell Country Chevrolet

Company or DBA

11/27/2017

Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

35.0 Tab F – Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

Implementation of House Bill 1295

28.1 Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

28.2 Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

**CITY OF LAREDO
PURCHASING DIVISION**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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 USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

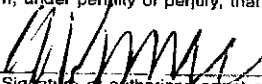
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 **AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

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 USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-287225

Date Filed:
11/27/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Caldwell Country Chevrolet
Caldwell, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the forms are being filed.

City of Laredo

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

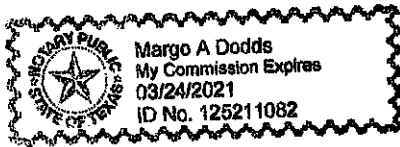
FY18-013
Administrative Vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Way, Stephen	Caldwell, TX United States	X	
Knapp, Averyt	Caldwell, TX United States		X
Hildebrand, Jon	Caldwell, TX United States		X

5 Check only if there is NO interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Adrienne Gattis
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Adrienne Gattis, this the 27 day of November 2017, to certify which, witness my hand and seal of office.

MADD
Signature of officer administering oath

Margo A. Dodds
Printed name of officer administering oath

Fleet
Title of officer administering oath

**CITY OF LAREDO
PURCHASING DIVISION**

36.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until **5:00 P.M** on **November 28, 2017**; and all bids received will be opened and read publicly at **3:00 PM** at the Office of the City Secretary on **November 29, 2017**.

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Administrative Vehicles – City of Laredo
FY18-013**

Bids are to be mailed: City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

COMMUNICATIONS SECTION
CIVIL SERVICE COMMISSION
STATE OF NEW YORK



THE NEW YORK STATE
OFFICE OF THE
COMMISSIONER OF
CORRECTIONS

RECEIVED
JUL 1 1964
COMMUNICATIONS SECTION

SID: 2

THIS IS

- 16.7 Servicing and Equipping: Awarded vendor(s) shall furnish trucks meeting or exceeding the minimum requirements of the bid specifications and any other requirements specified in the Invitation for Bid. The vehicles shall be completely assembled, serviced, adjusted, and all equipment including standard and optional equipment shall be installed and the units made ready for continuous operation.
- 16.8 Tires: Tires shall be of the type of construction specified under the applicable table or general requirements for each series. All tires shall be new and the tread type shall be the tire manufacturer's standard design and the brand normally furnished on regular production orders, unless otherwise specified in the Invitation for Bid. All tires shall be "ORIGINAL EQUIPMENT LINE" quality and have not less than a "B" heat rating. All tires and wheels shall be properly balanced prior to delivery to the City of Laredo.
- 16.9 Tax, Title, & License: All vehicle purchase prices shall exclude tax, title, and license fees.
- 16.10 Vehicle Inspection: The vendor shall have each vehicle properly inspected in compliance with Texas motor vehicle laws. Texas Inspection Sticker shall be attached prior to delivery.
- 16.11 Required Paperwork upon delivery: Form 130U, MSO, Specification Sheet of Vehicle, and invoice.

17.0 WARRANTY:

The vehicle must be covered by the manufacturer's standard new vehicle warranty which will be honored by any of the manufacturer's authorized dealers. This warranty shall be comparable to or better than those offered to the general public. Passenger cars and light-duty trucks shall have a minimum warranty offered to the general public.

Warranty Center: Bluebonnet Ford

Address: 351 IH 35 South New Braunfels, Tx 78130

Phone Number: 830-606-8011

Service Manager: Gray Hyde

18.0 Fleet Qualifications:

Chevrolet, Chrysler Corp., Ford Motor Company, General Motors (GMC), Nissan, Toyota, Dodge, Ram.

- 18.1 If you are considering utilizing equipment not listed as approved, submit sufficient documentation with your bid package for the Fleet Department to make a determination for an approved equal product. Failure to submit all required documentation or submittals for an approved equal consideration may be cause for rejection.

19.0 APPLICABLE SPECIFICATIONS, STANDARDS, RULES, AND REGULATION

- 19.1 **EXHAUST EMISSION STANDARDS:** Vehicles furnished to this specification shall meet the applicable requirements of the EPA's Exhaust Emission Standards (40 CFR 85, 86, and 88) and all revisions as issued under authority of the Clean Air Act, current version.
- 19.2 **FEDERAL MOTOR VEHICLE SAFETY STANDARDS (PUBLIC LAW 89-563):** Automobiles and trucks shall meet or exceed the minimum requirements of this specification and all applicable requirements of the FMVSS. All requirements of this specification shall be met unless they are in conflict with the applicable FMVSS.

CITY OF LAREDO
PURCHASING DIVISION

I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST INVOLVED IN VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Cass Winterrowd
Name

[Signature]
Signature

11/22/2017
Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date

CITY OF LAREDO
PURCHASING DIVISION

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No.

Is any litigation pending against the Business? Yes / No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No.
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No.

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No.

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No.

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No.

Is the Business in arrears in any contract or debt? Yes / No.

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No.

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No.

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business:

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

CITY OF LAREDO
PURCHASING DIVISION

30.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire:

Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

Name of Offeror (Business) Blue Bonnet Ford

Signature Cass Winterrowd Date 11/22/2017
of person authorized to sign bid

Print Name Cass Winterrowd
of person authorized to sign bid

Title: Commercial Account Manager

Business Address: 1879 S. IH 35

City, State, Zip Code: New Braunfels, Tx 78130

Telephone Number: 830-626-5477 Fax Number: 830-606-1023

Contact Person Email Address: cwinterrowd@bbmotors.com

Federal Tax ID Number: 74-2340992

Bidders Principal/Corporate Place of Business Address: 351 IH 35 South New Braunfels, Tx 78130

Indicated Status of Business:
Corporation Partnership Sole Proprietorship Other:

If other state business status: _____

State how long under its present business name: 52 years

If applicable, list all other names under which the Business identified above operated in the last five years.

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

**CITY OF LAREDO
PURCHASING DIVISION**

31.0 Tab B Price Schedule

31.1 Section IA – Intermediate Sedan (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Intermediate Sedan as per Specifications - 23.1 Color: White	2	\$ 20,468. ³³	\$ 40,936. ⁶⁶

Auto Make and Model: Ford Fusion

Model Year: 2018

Estimated Time of Delivery: 120 Days

**** The quantities are estimates and are based on the best available information****

Section IB – Intermediate Sedan (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Intermediate Sedan as per Specifications - 23.1 Color: White	2	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

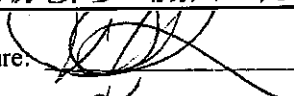
List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Bluebonnet Motors

Owner/President Name: Wes Studdard

Company Address: 1879 S Business IH 35

City, State, Zip Code: New Braunfels TX 78130

Company Authorized Representative's Signature: 

Company Representative's Name: Donna Kneese

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.2 Section IIA – Utility Mid-Size Vehicle (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Utility Mid-Size Vehicle as per Specifications - 24.1 Color: White	1	\$ 27,955. ⁸⁰	\$ 27,955. ⁸⁰

Auto Make and Model: Ford Explorer

Model Year: 2018

Estimated Time of Delivery: 120 Days

**** The quantities are estimates and are based on the best available information****

Section IIB – Utility Mid-Size Vehicle (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Utility Mid-Size Vehicle as per Specifications - 24.1 Color: White	1	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Blue bonnet Motors

Owner/President Name: Wes Studdard

Company Address: 1819 S. Business IH 35

City, State, Zip Code: New Braunfels TX 78130

Company Authorized Representative's Signature: 

Company Representative's Name: Donna Keese

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.3 Section IIIA – Utility Vehicle Compact (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Utility Vehicle Compact as per Specifications - 24.2 Color: White	2	\$ 22,694. ⁵⁸	\$ 45,389. ¹⁶

Auto Make and Model: Ford Escape

Model Year: 2017

Estimated Time of Delivery: 120 Days

**** The quantities are estimates and are based on the best available information****

Section IIIB – Utility Vehicle Compact (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Utility Vehicle Compact as per Specifications - 24.2 Color: White	2	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Bluebonnet Motors

Owner/President Name: Wes Studdard

Company Address: 1879 S. Business IH 35

City, State, Zip Code: New Braunfels TX 78130

Company Authorized Representative's Signature: 

Company Representative's Name: Donna Kneese

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.4 Section IVA – Carryall Gasoline (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Carryall Gasoline as per Specifications - 24.3 Color: White	1	\$ 39,829.48	\$ 39,829.48

Auto Make and Model: Ford Expedition

Model Year: 2018

Estimated Time of Delivery: 120 Days

**** The quantities are estimates and are based on the best available information****

Section IVB – Carryall Gasoline (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Carryall Gasoline as per Specifications - 24.3 Color: White	1	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Bluebonnet Motors

Owner/President Name: Wes Studdard

Company Address: 1819 S. Business IH 35

City, State, Zip Code: New Braunfels, Tx 78130

Company Authorized Representative's Signature: 

Company Representative's Name: Donna Raese

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.5 Section VA – Cargo Van (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Cargo Van with rack bins, headache rack as per Specifications - 24.4 Color: White	3	\$ 25,875. ⁸¹	\$ 51,751. ⁶²

Auto Make and Model: Ford Transit Connect Van

Model Year: 2018

Estimated Time of Delivery: 120 Days

**** The quantities are estimates and are based on the best available information****

Section VB – Cargo Van (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Cargo Van with rack bins, headache rack, as per Specifications - 24.4 Color: White	3	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Blue bonnet Motors

Owner/President Name: Wes Studdard

Company Address: 1819 S. Business IH35

City, State, Zip Code: New Braunfels, TX 78130

Company Authorized Representative's Signature: _____

Company Representative's Name: Donna Kreese

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.6 Section VIA – Commercial Mini-Van (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Commercial Mini-van as per Specifications - 25.1 Color: White	1	\$ 26,126.81	\$ 26,126.81

Auto Make and Model: Ford Transit Connect Wagon

Model Year: 2018

Estimated Time of Delivery: 120 Days

**** The quantities are estimates and are based on the best available information****

Section VIB – Commercial Mini-Van (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Commercial Mini-Van as per Specifications - 25.1 Color: White	1	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Bluebonnet Motors

Owner/President Name: Wes Studdard

Company Address: 1819 S. Business IH 35

City, State, Zip Code: New Braunfels Tx 78130

Company Authorized Representative's Signature: [Signature]

Company Representative's Name: Donna Kneese

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.8 Section VIIIA – Full Size Truck (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Truck Reg. Cab. Short Bed as per Specifications - 26.1 Color: White	4	\$ 23,205. ²⁴	\$ 92,820. ⁹⁶

Auto Make and Model: Ford F150 Reg Cab Short Bed

Model Year: 2018

Estimated Time of Delivery: 120 Days

**** The quantities are estimates and are based on the best available information****

Section VIIIB – Full Size Truck (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Truck Reg. Cab. Short Bed as per Specifications - 26.1 Color: White	4	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Bluebonnet Motors

Owner/President Name: Wes Studdard

Company Address: 1879 S. Business IH 35

City, State, Zip Code: New Braunfels, TX 78130

Company Authorized Representative's Signature: [Signature]

Company Representative's Name: Dona A. Kiese

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.8 Section IXA – Full Size Truck (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Extended Cab, Short Bed as per Specifications - 26.2 Color: White	2	\$	\$
		24,670. ²⁴	49,340. ⁴⁸

Auto Make and Model: Ford F150 S-Cab Short Bed

Model Year: 2018

Estimated Time of Delivery: 120 Days

*** The quantities are estimates and are based on the best available information***

Section IXB – Full Size Truck (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Extended Cab, Short Bed as per Specifications - 26.2 Color: White	2	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Bluebonnet Motors

Owner/President Name: Wes Studdard

Company Address: 1879 S. Business IH35

City, State, Zip Code: New Braunfels TX, 78130

Company Authorized Representative's Signature: [Signature]

Company Representative's Name: Dana Kneese

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.9 Section XA – Full Size Truck (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Crew Cab, Short Bed as per Specifications - 26.3 Color: White	4	\$ 27,248. ⁶³	\$ 108,994. ⁵²

Auto Make and Model: Ford F150 Crew Cab Short Bed

Model Year: 2018

Estimated Time of Delivery: 120 Days

**** The quantities are estimates and are based on the best available information****

Section XB – Full Size Truck (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Crew Cab, Short Bed as per Specifications - 26.3 Color: White	4	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Bluebonnet Motors

Owner/President Name: Wes Studdard

Company Address: 1819 S. Business IH35

City, State, Zip Code: New Braunfels, TX 78130

Company Authorized Representative's Signature: [Signature]

Company Representative's Name: Donna Kneese

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.10 Section XIA – Full Size Truck (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Extended Cab, Long Bed as per Specifications - 26.4 Color: White	1	\$ 28,539. ⁷⁶	\$ 28,539. ⁷⁶

Auto Make and Model: Ford F250 S-Cab Long Bed

Model Year: 2018

Estimated Time of Delivery: 120 Days

**** The quantities are estimates and are based on the best available information****

Section XIB – Full Size Truck (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Extended Cab, Long Bed as per Specifications - 26.4 Color: White	1	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Bluebonnet Motors

Owner/President Name: Wes Studdard

Company Address: 1879 S. Business IH35

City, State, Zip Code: New Braunfels, TX 78130

Company Authorized Representative's Signature: 

Company Representative's Name: Donna Kreese

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

31.10 Section XIIA – Full Size Truck (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Crew Cab, Long Bed, 4x4 as per Specifications - 26.5 Color: White	1	\$ 32,801. ⁷²	\$ 32,801. ⁷²

Auto Make and Model: Ford F250 Crew Cab Long Bed 4x4

Model Year: 2018

Estimated Time of Delivery: 120 Days

*** The quantities are estimates and are based on the best available information***

Section XIIB – Full Size Truck (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Crew Cab, Long Bed, 4x4 as per Specifications - 26.5 Color: White	1	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Bluebonnet Motors

Owner/President Name: Wes Studdard

Company Address: 1879 S. Business IH35

City, State, Zip Code: New Braunfels, TX 78130

Company Authorized Representative's Signature: [Signature]

Company Representative's Name: Donna Kneese

Signature on this form indicates agreement with "Instructions to Bidder -- General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.10 Section XIII A – Full Size Truck (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Crew Cab, DRW, Service Body as per Specifications – 27.0 Color: White	1	\$ <i>49,647.⁵⁹</i>	\$ <i>49,647.⁵⁹</i>

Auto Make and Model: Ford F550 Crew Cab with Service Body

Model Year: 2018

Estimated Time of Delivery: 120 Days

*** The quantities are estimates and are based on the best available information***

Section XIII B – Full Size Truck (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Crew Cab, DRW, Service Body as per Specifications – 27.0 Color: White	1	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Bluebonnet Motors

Owner/President Name: Wes Studdard

Company Address: 1879 S. Business I#35

City, State, Zip Code: New Braunfels, TX 78130

Company Authorized Representative's Signature: 

Company Representative's Name: Donna Krause

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

32.0 Tab C- Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040**, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

CITY OF LAREDO
PURCHASING DIVISION

33.0 Tab D

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Cass Winterrowd
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

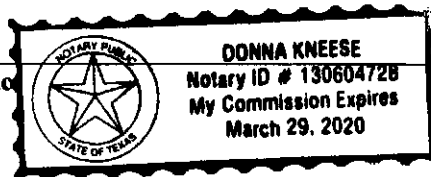
Cass Winterrowd

Signature of:

Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 22nd day of NOV 20 2017.

Notary Public



My commission expires:

3/29/20.

CITY OF LAREDO
PURCHASING DIVISION

34.0 Tab E



City of Laredo Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 of the City's Ethics Code.
*This is a New Submission or Correction or Update to previous submission.

***1. Name of person submitting this disclosure form.**

<u>Cass</u> First	<u>m</u> M.I.	<u>Wintrovrod</u> Last	<u></u> Suffix
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***2. Contract Information.**

a) Contract or Project name(s): N/A

b) Originating Department(s): N/A

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

<u>N/A</u> Name (Print)	<u></u> Signature	<u></u> Name (Print)	<u></u> Signature
<u></u> Name (Print)	<u></u> Signature	<u></u> Name (Print)	<u></u> Signature
<u></u> Name (Print)	<u></u> Signature	<u></u> Name (Print)	<u></u> Signature
<u></u> Name (Print)	<u></u> Signature	<u></u> Name (Print)	<u></u> Signature

***4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

Name of partner, parent, or subsidiary business entity(ies): _____

CITY OF LAREDO
PURCHASING DIVISION

***5. List any individuals or entities that will be subcontractors on this contract.**

Not applicable. No subcontractors will be retained for this contract.

Subcontractors may be retained, but have not been selected at the time of this submission.

List of subcontractors: _____

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract: _____

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

- a) Any individual seeking contract with the city (Question 3)
- b) Any owner or officer of entity seeking contract with the city (Question 3)
- c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
- d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
- e) The spouse of any individual listed in response to (a) through (d) above
- f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

List of contributors: _____

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded. *N/A*

***8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? *N/A*

CITY OF LAREDO
PURCHASING DIVISION

I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest: _____

***Acknowledgements**

Updates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

No Contract with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Cass Winterrowd

Name (Print)

Cass Winterrowd

Signature

Commercial Account Manager

Title

Bluebonnet Ford

Company or DBA

11/22/2017

Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

Bluebonnet Ford
Cass Winterround
1819 S. Business IH35
New Braunfels, TX 78130

#4

RECEIVED
2017 NOV 28 AM 11:31
CITY SECRETARY'S OFFICE

City of Laredo - City Secretary
c/o Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, TX 78040

Bid: Administrative Vehicles
City of Laredo FY18-013
Bids opened Nov 29, 2017 3:00 PM

CITY OF LAREDO
PURCHASING DIVISION



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BID S**

#5

**ADMINISTRATIVE VEHICLES
CITY OF LAREDO**

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a contract for the purchase of administrative vehicles for the City of Laredo.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until 5:00 P.M on November 28, 2017; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on November 29, 2017.

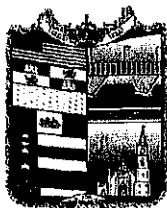
Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Administrative Vehicles – City of Laredo
FY18-013**

Bids are to be mailed: City of Laredo - City Secretary C/O Jose A. Valdez Jr. City Hall – Third Floor 1110 Houston Street Laredo, Texas 78042-0579	Hand Delivered: City of Laredo – City Secretary C/O Jose A. Valdez Jr. City Hall – Third Floor 1110 Houston Street Laredo, Texas 78040
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The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

CITY OF LAREDO
PURCHASING DIVISION



**City of Laredo
Purchasing Division**

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for the purchase of administrative vehicles for various City of Laredo Departments. Copies of the specifications may be obtained from the Finance Department -- Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on November 28, 2017** and all bids received will be **opened** and read publicly on **November 29, 2017 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

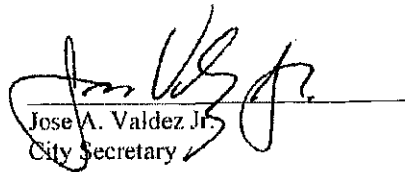
**BID: Administrative Vehicles – City of Laredo
FY18-013**

Bids are to be mailed:
City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 6th DAY OF NOVEMBER 2017.


Jose A. Valdez Jr.
City Secretary

CITY OF LAREDO
PURCHASING DIVISION

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.**
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum.
- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- (f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.**

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.
- (c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract.

**CITY OF LAREDO
PURCHASING DIVISION**

A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven calendar days prior to the scheduled bid deadline a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum may be e-mailed or obtained online at the City of Laredo website for bids. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

- (a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
 - (b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
 - (c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
 - (d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

- (a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
- (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

- a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated.

**CITY OF LAREDO
PURCHASING DIVISION**

The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services.

Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

- (a) This contract will be awarded by sections to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. **The City of Laredo reserves the right to select either Option 1 or Option 2.**
- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
- (e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
- (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
 1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
 3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

- (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
- (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.
- (e) For any inquires on payment status or general billing questions please contact:

**CITY OF LAREDO
PURCHASING DIVISION**

Jorge J. Jolly, Accounts Payable Manager
956-791-7328

jjolly@ci.laredo.tx.us

1110 Houston St. Laredo, TX 78040

12.0 INSURANCE REQUIREMENTS (Not required for this contract)

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) ****Upon Award of Bid Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached) **Not applicable for this contract*******

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

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PURCHASING DIVISION**

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

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**Formal Invitation for Bids
Administrative Vehicles**

15.0 Scope of Work

The City of Laredo is requesting bids for the purchase of administrative trucks and vehicles for use by various City Departments. The vehicles must be new **2018** models or newer, unused and meet all safety requirements in accordance to Federal, ICC, and State Highway Regulations.

15.1 All questions for this bid shall be submitted in writing or by email no later than, November 15, 2017 to:

Enrique Aldape III, Administrative Assistant II
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041
Email: ealdape@ci.laredo.tx.us

15.2 For additional questions regarding these specifications please contact:

Contact	Phone#	Email
Jack Dunn	(956) 724-6455	jdunn@ci.laredo.tx.us
Heberto "Beto" L. Ramirez	(956) 727-6451	hramirez@ci.laredo.tx.us

15.3 All vehicles must be delivered, prepaid, F.O.B., City of Laredo - Fleet Maintenance facility, 1102 Bob Bullock Loop, Laredo, Texas.

16.0 General Conditions:

16.1 Vehicles are to be pre-delivery serviced and inspected in accordance with State inspection requirements with inspection sticker attached. Sales through authorized franchised dealer: contractor shall comply with Texas laws governing the sale of new motor vehicles, specifically section 5.04 "Sale of New Motor Vehicles", Vernon's Texas Civil Statutes article 4413 (36). The cost of compliance shall be the responsibility of contractor. Any entity that manufactures, distributes, converts new motor vehicles or is in the business of buying, exchanging, or selling new motor vehicles is required to be licensed by the Motor Vehicle Division of the Texas Department of Transportation (TXDOT).

16.2 Colors: The standard exterior color for City of Laredo vehicles is **white**. Interior color shall be identified at time of order from the manufacturer's standard color listing for that vehicle type. There will be sections that will require that the vendor list all the colors for that particular vehicle or truck.

16.3 Standard Optional Equipment: Base prices may also include option equipment, which is standard on the vehicle and for which there is no additional cost. All vehicles must be equipped with full size spare tires and front floor mats.

16.4 Logos and decals: Do not place decals or markings of any type pertaining to advertisement other than the manufacturer's name or model designation normally installed by manufacturer on equipment delivered to municipal governments.

16.5 New Models: The vehicles furnished shall be new 2018 or newer models and shall be of good quality workmanship and material. The bidders represents that all units offered under this specification shall meet or exceed the minimum requirements specified on each vehicle type listed.

16.6 Odometer Statement: The Truth in Mileage Act requires the selling dealer to furnish a complete odometer statement to the City. This statement must be complete and shall include mileage accrued at the point of delivery. The odometer statement on the MSO will satisfy this requirement.

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- 16.7 **Service and Equipping:** Awarded vendor(s) shall furnish trucks meeting or exceeding the minimum requirements of the bid specifications and any other requirements specified in the Invitation for Bid. The vehicles shall be completely assembled, serviced, adjusted, and all equipment including standard and optional equipment shall be installed and the units made ready for continuous operation.
- 16.8 **Tires:** Tires shall be of the type of construction specified under the applicable table or general requirements for each series. All tires shall be new and the tread type shall be the tire manufacturer's standard design and the brand normally furnished on regular production orders, unless otherwise specified in the Invitation for Bid. All tires shall be "ORIGINAL EQUIPMENT LINE" quality and have not less than a "B" heat rating. All tires and wheels shall be properly balanced prior to delivery to the City of Laredo.
- 16.9 **Tax, Title, & License:** All vehicle purchase prices shall exclude tax, title, and license fees.
- 16.10 **Vehicle Inspection:** The vendor shall have each vehicle properly inspected in compliance with Texas motor vehicle laws. Texas Inspection Sticker shall be attached prior to delivery.
- 16.11 **Required Paperwork upon delivery:** Form 130U, MSO, Specification Sheet of Vehicle, and invoice.

17.0 WARRANTY:

The vehicle must be covered by the manufacturer's standard new vehicle warranty which will be honored by any of the manufacturer's authorized dealers. This warranty shall be comparable to or better than those offered to the general public. Passenger cars and light-duty trucks shall have a minimum warranty offered to the general public.

Warranty Center: Laredo Dodge or any Dodge dealer

Address: 6320 Bob Bullock Loop

Phone Number: 956-628-5218

Service Manager: _____

18.0 Fleet Qualifications:

Chevrolet, Chrysler Corp., Ford Motor Company, General Motors (GMC), Nissan, Toyota, Dodge, Ram.

- 18.1 If you are considering utilizing equipment not listed as approved, submit sufficient documentation with your bid package for the Fleet Department to make a determination for an approved equal product. Failure to submit all required documentation or submittals for an approved equal consideration may be cause for rejection.

19.0 APPLICABLE SPECIFICATIONS, STANDARDS, RULES, AND REGULATION

- 19.1 **EXHAUST EMISSION STANDARDS:** Vehicles furnished to this specification shall meet the applicable requirements of the EPA's Exhaust Emission Standards (40 CFR 85, 86, and 88) and all revisions as issued under authority of the Clean Air Act, current version.
- 19.2 **FEDERAL MOTOR VEHICLE SAFETY STANDARDS (PUBLIC LAW 89-563):** Automobiles and trucks shall meet or exceed the minimum requirements of this specification and all applicable requirements of the FMVSS. All requirements of this specification shall be met unless they are in conflict with the applicable FMVSS.

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- 19.3 **HORSEPOWER AND WHEELBASE LIMITATIONS (Section 2158.003, Texas Government Code, title 10. Formerly Section 3.29, Art. 601b, VTCS):** "A state agency/entity may not purchase or lease a vehicle designed or used primarily for the transportation of persons, including a station wagon that has a wheelbase longer than 113 inches or that has more than 160 SAE net horsepower, except that the vehicle may have a wheelbase of up to 116 inches or SAE net horsepower of up to 280 if the vehicles will be converted so that it is capable of using compressed natural gas or another alternative fuel..." "The wheelbase and horsepower limitations prescribed by this subsection do not apply to the purchase or lease of a vehicle to be used primarily for criminal law enforcement or a bus, motorcycle, pickup, van, truck, three-wheel vehicle, tractor or ambulance."
- 19.4 **TEXAS MOTOR VEHICLE DIVISION CODE :** ". . . any entity or person that manufactures, distributes, converts new motor vehicles (or represents any entity that manufactures, distributes, or converts new motor vehicles) or is in the business of buying, exchanging, or selling new motor vehicles is required to be licensed by the Texas Department of Motor Vehicles (DMV).
- 19.5 **OTHER SPECIFICATIONS AND STANDARDS:** Reference to specifications, standards and test methods shall be to those in effect on the date of the Request for Proposals. The following publications form a part of this specification to the extent that they meet all of OSHA's requirements and others as specified herein
- 19.5.1 **AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM),** 1916 Race Street, Philadelphia, Pennsylvania 19103:
- 19.5.2 **ASTM A 606 – Standard Specification for Steel Sheet and Strip, Hot-Rolled and Cold-Rolled, High Strength, Low-Alloy, with Improved Corrosion Resistance.**
- 19.5.3 **NATIONAL TRUCK EQUIPMENT ASSOCIATION (NTEA),** 25900 Greenfield Rd. #410, Oak Park, Michigan:
- 19.5.4 **NTEA– Hydraulic Conversion Hoist Classification Charts.**
- 19.5.5 **SOCIETY OF AUTOMOTIVE ENGINEERS (SAE),** 400 Commonwealth Drive, Warrendale, Pennsylvania 159096:
- 19.5.5.1 **SAE J377 – Standard for Performance of Vehicle Traffic Horns.**
- 19.5.5.2 **SAE J544b – Recommended Practice for Starting Motor and Generator Curves.**
- 19.5.5.3 **SAE J551/12 – Vehicle Electromagnetic/Interference (EMI/RF) March, 1994 or latest revision.**
- 19.6 **SUPERINTENDENT OF DOCUMENTS, U.S. Government Printing Office, Washington, D.C. 20402:** CFR, Title 40, Part 85 – Control of Air Pollution from New Motor Vehicles and New Motor Vehicle Engines, Environmental Protection Agency.
- 19.7 **DOT, Title 49, Part 393 – Liquid Fuel Systems of Commercial Motor Vehicles, Certification of Fuel Tank.**
- 19.7.1 **FMVSS (Public Law 89-563):**
- 19.7.2 **FMVSS No. 108 – Lamps, Reflective Devices and Associated Equipment.**
- 19.7.3 **FMVSS No. 126 - Electronic Stability Control Systems; Controls and Displays**
- 19.7.4 **FMVSS No. 209 – Seat Belt Assemblies for Passenger Cars, Multipurpose Passenger Vehicles, Trucks and Buses.**

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19.7.5 FMVSS No. 210 – Seat Belt Assembly Anchorages – Passenger Cars, Multipurpose Passenger

19.8 FEDERAL STANDARDS:

No. 595a – Colors.

No. TT-C-5208 – Coating Compound, Bituminous, Solvent Type, Underbody (for Motor Vehicles). U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA):

Construction Safety and Health Regulations, Section 1926.601 – Motor Vehicles. 3.6. STATE OF TEXAS:

19.8.1 COMPTROLLER OF PUBLIC ACCOUNTS (CPA), Purchasing Division, P.O. Box 13047, Austin, Texas 78711-3047:

Texas Specification No. 055-20-01 – Gasoline to Compressed Natural Gas Conversion Systems (current edition).

Texas Specification No. 055-20-02 – Gasoline to Liquefied Petroleum Gas Conversion Systems (current edition).

19.8.2 RAILROAD COMMISSION OF TEXAS (RRC), Liquefied Petroleum Gas Division, P.O. Box 12967, Austin, Texas 78711-2967:

Regulations for Compressed Natural Gas (current edition).

Safety Rules: Liquefied Petroleum Gas Division (current edition).

19.8.3 TRANSPORTATION CODE: Uniform Act Regulating Traffic on Highways.

<http://www.statutes.legis.state.tx.us/>

19.8.4 TEXAS OCCUPATIONS CODE: Title 14 Chapter 2301 <http://www.statutes.legis.state.tx.us/>

20.0 GENERAL INFORMATION AND REQUIREMENTS:

20.1 Accessories, Required and Optional: Unless otherwise specified in the Invitation for Bid, vehicle manufacturer's standard advertised/published accessories and other options shall be chassis- factory installed, on all vehicles except medium-duty cab and chassis units, but including light-duty cab and chassis units. An individual option shall be factory installed whether the option is available separately, or as part of an option package. When only provided as part of an option package, all package items, including the individual option shall be provided. Vehicle manufacturer's standard advertised/published accessories for medium-duty cab and chassis units shall be chassis-factory installed. Requested optional equipment on medium-duty cab and chassis units shall be furnished and installed by the chassis manufacturer (if available) or they shall be furnished and installed by dealer or other manufacturers, provided all specified minimum requirements are met.

20.2 Batteries: OEM Standard Batteries required.

20.3 Comparably Equipped Vehicles: An attempt has been made to ensure that manufacturer's models in each Series are furnished with comparable equipment (whether optional or standard as provided by the manufacturer). Any imbalance in the requirements for a listed series, i.e., an item that is an optional accessory for one brand and standard on another, should be called to the attention of the Purchasing Division immediately.

20.4 Equipment Mounting: No equipment mounted on City of Laredo vehicles shall, under any circumstances, be welded to the vehicle frame at any point between the front of the front spring hanger and the rear of the rear spring hanger. Also, all holes for bolting must be drilled in the accepted manner and the burning of said holes shall not be acceptable under any condition. Further, no holes shall be drilled in top or bottom flange of truck frame unless drilling is confined to the section behind the rearmost attachment of the rear spring hangers or for pre-formed factory-made frame rail bolt holes for subsequent body installation.

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Welding or torch cutting shall be confined to "boxing" the rear end of truck frame (as required for dump equipment to allow full dumping angle). All such work shall be confined to area behind rear spring hangers. Mounting strip between hoist sub-frame of dump body and truck frame may have flame cut holes to countersunk rivets on truck frame. Chassis frame rivets shall not be removed or cut flush with frame for any reason. Any mounting of aftermarket bodies or equipment may require special wheelbase and cab/axle dimensions to achieve correct weight distribution. Dimensions will be verified and aftermarket vendor to accommodate intended use of vehicle."

All mounting of special after-market equipment shall meet manufacture's installation requirements and all state and federal standards.

- 20.5 **Safety Plaques or Decals:** Safety plaques or decals shall be furnished on vehicles and bodies, and shall be affixed at any hazardous area. The safety plaques or decals shall describe the nature of the hazard, level of hazard seriousness, how to avoid the hazard, and the consequence of human interaction with the hazard. Permanent plaques are preferred to decals. Type, size and locations of product safety plaques or decals shall be in accordance with ANSI 535.4-1995, or latest revision thereto.
- 20.6 **Horn:** Each vehicle shall have one or more horns meeting the requirements of SAE J377 current version.
- 20.7 **Lamps, Signals, & Reflectors (All):** Quantities, color, mounting and other requirements for lamps, signals, and reflectors shall be as specified for vehicles by FMVSS No. 108, and be in compliance with Texas motor vehicle laws.
- 20.8 **Lamps, Signals, & Reflectors:** Reflectors and clearance, side-marker and identification lamps for vehicles shall also meet the following requirements: Reflectors must be housed type with screw or bolt type mounting; stick-on type is not acceptable. Surface-mounted clearance and side-marker lamps shall be metal armored type. Recess-mounted side marker and clearance lamps must be recessed sufficiently to provide protection for the lens. Lenses for side-marker and clearance lamps shall be secured to the lamp by a fastening method which required a tool to remove the lens.
- 20.9 **License Plate Attachment:** Each vehicle, except cab and chassis units, shall be furnished with means and adequate space for attaching the rear license plate without modification. Illumination provided for the license plate shall be in compliance with Texas motor vehicle laws.
- 20.10 **Logos and Decals:** Do not place decals or markings of any type pertaining to advertisement other than manufacturer's name or model designation normally installed by manufacturer on equipment delivered to the City of Laredo.
- 20.11 **Manuals:** Each awarded vendor will include in each vehicle an owner's or operator's manual. This will include all standard manufacturer/vendor literature normally furnished and as required by law with the purchase of a new vehicle.
- 20.12 **New Models:** The vehicles furnished under this specification shall be new 2013 or newer and shall be of good quality workmanship and material. The bidder represents that all units offered under this specification shall meet or exceed the minimum requirements specified for each vehicle Series listed.
- 20.13 **Odometer Statement:** The Truth in Mileage Act requires the selling dealer to furnish a complete odometer statement to the purchaser. This statement must be complete and shall include mileage accrued at the point of delivery. In addition to the signature of the seller/agent certifying the odometer reading, both the dealership and the name of the agent shall be printed on the Odometer Disclosure Statement. The odometer statement on the MSO will satisfy this requirement.

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- 20.14 **Servicing & Equipping:** Awarded vendor(s) shall furnish automobiles and trucks meeting or exceeding the minimum requirements in the appropriate Series table and equipped exactly as listed for makes and models in the various tables of this specification and with any other requirements specified in the Invitation for Bid.

The vehicles shall be completely assembled, serviced, adjusted, and all equipment including standard and optional equipment shall be installed and the units made ready for continuous operation. If vehicles are delivered not made ready for continuous operation, it will be the vendor's responsibility to have the units made ready for continuous operation prior to acceptance.

It shall not be the ordering entity's responsibility to arrange for the units to be made ready, including transporting units to local dealership for warranty repairs prior to acceptance. Standard equipment means those components and accessories usually and ordinarily furnished without additional cost on regular production models.

- 20.15 **Speedometer:** Each vehicle shall be equipped with a speedometer having an odometer as an integral part. The speedometer drive mechanism must be properly calibrated in relation to each axle ratio and tire size to give accurate readings.
- 20.16 **Tires:** Tires shall be of the type of construction specified under the applicable table or general requirements for each series. All tires shall be new and the tread style shall be the tire manufacturer's standard design and the brand normally furnished on regular production orders, unless otherwise specified in the Invitation for Bid. All tires shall be "ORIGINAL EQUIPMENT LINE" quality and have not less than a "B" heat rating. All tires and wheels shall be properly balanced prior to delivery to receiving entity.
- 20.17 **Wiring:** With the exception of factory-installed wiring, all electrical wiring shall be insulated and enclosed in a fibrous loom, plastic loom, or flexible conduit for protection from external damage and short circuits. It shall be securely fastened at sufficient intervals to prevent sagging and to ensure clearance of mechanical parts. Routing of the wiring through the cab, frame, body, compartment box, and the like shall be placed in such a manner so as not to interfere with normal operation and use, or present a safety hazard. Rubber grommets shall be used wherever wires, hoses or harness pass through metal.
- 20.18 **Acceptable Interior Colors:** Black and white interior trim including upholstery is not acceptable (except for black floor mats) unless otherwise specified in the Invitation for Bid.
- 20.19 **Safety Notices & Recalls:** All safety notices and recalls shall be mailed to the entity address designated on the purchase order for the destination of goods.
- 20.20 **Fleet Numbers:** The assignment of manufacturer's fleet numbers to ordering agencies shall be the sole responsibility of the awarded vendor(s).
- 20.21 **Tax, Title, & License:** All vehicle contract prices exclude tax, title, and license.
- 20.22 **EPA Emission Level:** Bidders must indicate on their response the EPA emission level of the engine and engine family, for each vehicle they bid.
- 20.23 **New Models:** The vehicles furnished under this specification shall be the latest production model and shall be of good quality workmanship and material. The bidder represents that all units offered under this specification shall meet or exceed the minimum requirements specified for each vehicle Series listed.

21.0 INSPECTION

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- 21.1 **Vehicle Inspection:** The vendor shall have each vehicle (except cab and chassis units delivered without bodies) properly inspected in compliance with Texas motor vehicle laws. Texas Inspection Sticker shall be attached prior to delivery to the receiving entity (2 year Inspection Sticker for vehicles through ~ ton pickups and 1 year Inspection Sticker for 1 ton trucks and up, excluding cab and chassis units delivered without bodies).
- 21.2 **Entity Check-In Inspection:** Receiving entity should check the vehicle upon delivery to ensure compliance with this specification and any other specific requirements. The vendor shall deliver with the vehicle a vehicle-specific line-setting ticket, manufacturer's invoice, and MSO or any official documentation to verify the fact that ordered options, GVWR rating, and other requirements have been met.
- 23.0 **General Purpose Automobiles**
Unless specified, all units shall be furnished complete with standard equipment and factory-installed accessories as listed in the manufacturer's printed literature for the models specified herein. The following items are minimum requirements for the models specified herein and shall be provided whether shown as optional or standard equipment by the manufacturer. The following are some of those standard features or additional features as listed for these models.
- 23.1 **Intermediate Sedan, 6-CYL, 4-Door; Ford Fusion, Nissan Altima, Toyota Camry, Chrysler 200, Chevrolet Malibu or Approved Equal.**
- 23.1.1 **Body:**
- 23.1.1.1 Air Bags: Required. Manufacturer's standard to include side curtain/impact airbags if available from manufacturer.
 - 23.1.1.2 Air Conditioning: Required. Manufacturer's standard.
 - 23.1.1.3 AM/FM Radio: Manufacturer's standard.
 - 23.1.1.4 Covering, Luggage Compartment: The luggage compartment floor shall be covered with a vinyl, rubber, or fiber type mat.
 - 23.1.1.5 Heater and Defroster: Integral, OEM Standard.
 - 23.1.1.6 Jack, Handle, and Lug Wrench.
 - 23.1.1.7 Power Package: Includes power windows, power locks, power mirrors, cruise control, and tilt steering wheel.
 - 23.1.1.8 Spare Wheel (Manufacturer's full-size spare wheel & tire, where available).
 - 23.1.1.9 Windshield Wipers: Dual electric 2-speed type with intermittent feature windshield washers.
 - 23.1.1.10 Upholstery: Cloth standard.
 - 23.1.1.11 Tires: Radial type tubeless tires shall be OEM manufactured standard.
 - 23.1.1.12 Tire Pressure Monitoring System (TPMS) if available
 - 23.1.1.13 Window Tint: OEM Standard Tint. Tinting shall meet Texas DPS regulations.
 - 23.1.1.14 Bluetooth Wireless Communication: Manufacturer's standard, where available.
- 23.1.2 **Chassis:**

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- 23.1.2.1 Power Steering: Manufacturer's standard.
- 23.1.2.2 Automatic Transmission.
- 23.1.2.3 Power Brakes, ABS (Required): Manufacturer's standard; front disc, 2- or 4-wheel (All Series).
- 23.1.2.4 Flex Fuel, if available.
- 23.1.2.5 Electronic Stability Control: Required.

23.2 Minimum Specifications

Item	Minimum Requirements
Approximate Wheelbase, inches	108.0
Approximate Length, inches	189.2
Approximate Width, inches	71.7
Displacement, liters (Base vehicle)	3.5LV-6
Engines, HP Approx.	240
Engines Torque Approx.	248
Transmission	Automatic
Tire Size & Load Range 16/18" Acceptable	P225/55R17 Std Ld
Passenger Capacity	5 Passengers

24.0 Utility Vehicles (Carryalls, Utility, and Cargo Vans)

Unless otherwise specified, all units shall be furnished complete with standard equipment and factory-installed accessories as listed in the manufacturer's printed literature for the models specified herein. The following items are minimum requirements for the models specified herein, and shall be provided whether shown as optional or standard equipment by the manufacturer. The following are some of those standard features or additional features as listed for these models.

24.1 Utility Vehicle Mid-Size, 6-CYL, 4-Door: Dodge Journey, Ford Explorer, Toyota Highlander, Chevrolet Equinox, GMC Terrain or Approved Equal.

24.1.1 Body:

- 24.1.1.1 Air Bags: Manufacturer's standard to include side curtain/impact airbags if available from manufacturer.
- 24.1.1.2 Air Conditioning: Manufacturer's standard.
- 24.1.1.3 Arm Rests: Left door only. Both right and left arm rests are required if right front seat is provided.
- 24.1.1.4 AM/FM Radio: Manufacturer's standard.
- 24.1.1.5 Auxiliary Power Outlet: 12 volt.
- 24.1.1.6 Heater and Defroster: See Accessory Specifications.
- 24.1.1.7 Power Package: Includes power windows, power locks, power mirrors, cruise control, and tilt steering wheel.

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- 24.1.1.8 Seat, Cloth: Front seats split bench 40/60, 40/20/40, or buckets.
- 24.1.1.9 Sun Visor: Driver's side only. Dual sun visors are required if right front seat is provided.
- 24.1.1.10 Windshield Wipers: Dual electric 2-speed type with intermittent feature windshield washers.
- 24.1.1.11 Window Tint: OEM Standard Tint. Tinting shall meet Texas DPS regulations.
- 24.1.1.12 Bluetooth Wireless Communication: Manufacturer's standard, where available.
- 24.1.2 Chassis
 - 24.1.2.1 Power Brakes, ABS, required: Manufacturer's standard; front disc, 2- or 4-wheel.
 - 24.1.2.2 Automatic Transmission.
 - 24.1.2.3 Bumpers: Manufacturer's standard front and rear bumper.
 - 24.1.2.4 Ground Ratings: As required for the GVWR certified.
 - 24.1.2.5 Jack, Handle, and Lug Wrench.
 - 24.1.2.6 Shock Absorbers: Front and rear. Manufacturer's heaviest duty shocks without increase in vehicle trim level.
 - 24.1.2.7 Spare Wheel and Tire (mounted on carrier): Manufacturer's standard. Must be OEM Brand Name, Type and Size of Tire to those on the vehicle, where available.
 - 24.1.2.8 Tires (including spare): Steel belted radial type tubeless tires.
 - 24.1.2.9 Electronic Stability Control: Required (per FMVSS 126 all light duty vehicles (under GVWR 10,000)
 - 24.1.2.10 Power Steering: Manufacturer's standard
 - 24.1.2.11 Flex Fuel, if available

24.1.3 Minimum Specifications

Item	Minimum Requirements
Approximate Wheelbase, inches	109.8
Payload Allowance, pounds, approx.	1151
Approximate Length Overall, inches	188.4
Approximate Length, Cargo inches	63.7
GVWR Pounds	5100
Displacement, liters (Base vehicle)	3.5LV-6
Engines, HP Approx.	270
Engines Torque Approx.	248
Transmission	Automatic
Tire Size & Load Range 17" Acceptable	P245/60R18
Passenger Capacity	5 Passengers

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24.2 Utility Vehicle Compact, 4-CYL, 4-Door: Nissan Rogue, Ford Escape, Jeep Patriot, Chevrolet Equinox, Toyota Rav4 or Approved Equal.

24.2.1 Body and Chassis same as 24.1.1 and 24.1.2.

Space in cargo floor area.

24.2.3 Minimum Specifications

Item	Minimum Requirements
Approximate Wheelbase, inches	103.7
Approximate Length Overall, inches	173.6
Approximate Length, Cargo inches	56.4
GVWR Pounds	3515
Displacement, liters (Base vehicle)	2.0L
Engines, HP Approx.	158
Engines Torque Approx.	141
Transmission	Automatic
Tire Size & Load Range 16" Acceptable	P215/60R17
Rim Size	6

24.3 Carryall Gasoline, ½ Ton, 2 Wheel Drive: Ford Expedition, Chevrolet Suburban, GMC Yukon XL or Approved Equal.

24.3.1 Body and Chassis same as 24.1.1 and 24.1.2.

24.3.2 Additional Equipment:

24.3.2.1 Seating Capacity: Minimum 7, including the driver.

24.3.2.2 Headliner: Full length, factory installed where available.

24.3.2.3 Side Panels, Interior: Option of rigid material with a durable finish (such as plastic) or carpet installed on all walls, wheel wells, and doors, factory installed, where available.

24.3.2.4 Cab and Cargo Area Insulation: Factory installed, where available.

24.3.2.5 Floor Covering, Cargo Compartment: Cargo compartment floor shall be covered with manufacturers' standard carpet or rubber floor covering.

24.3.3 Minimum Specifications

Item	Minimum Requirements
Approximate Wheelbase, inches	130
Payload Allowance max pounds	1538
Length overall inches	220.8
GVWR Pounds	7200
Displacement, liters (Base vehicle)	3.5V6 Eco Boost/ 5.3L V8
Engines, HP Approx.	320
Engines Torque Approx.	335
Transmission	Automatic
Tire Size & Load Range 18" Acceptable	P265/70R17

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24.4 Cargo Van, 4-CYL, Ford Transit Connect or Approved Equal.

24.4.1 Body and Chassis same as 24.1.1 and 24.1.2.

24.4.2 Required options:

Installed: #5 fire extinguisher, backup alarm, rack bins (Ford Code 69) or Adrian Steel up fit kit package (GM), divider for cargo area, headache rack, rear camera, standard slide and rear cargo doors w/Glass, trailer tow package w/class IV hitch, and inside cargo area dome light.

24.4.3 Required Special Equipment:

Permanent Mount Whelen Mini justice super amber LED light bar (model MJEG1A). Front & Rear hide-away strobe lights with 90 watts power supply with switch.

24.4.4 Minimum Specifications

ITEM	Minimum Requirements
Wheelbase, inches	114.6
Payload Allowance, max pounds (approximate)	1500
Length (overall), inches	176
Length (Cargo), inches	82.8
GVWR, pounds	4718
Displacement liters	2.0L
Engine HP	131
Torque	128
Transmission	Automatic
Tire Size & Load Range, 16" Acceptable	185/60R15 Std. Ld.
Rim size, (dia.), inches	5.5"

25.0 Passenger Vans, Light-Duty

Unless otherwise specified, all units shall be furnished complete with standard equipment and factory-installed accessories as listed in the manufacturer's printed literature for the models specified herein. The below items are minimum requirements for the models specified herein, and shall be provided whether shown as optional or standard equipment by the manufacturer. The following are some of those standard features or additional features as listed for these models.

25.1 Commercial Mini Van (5-Passenger), 4-Cylinder, Ford Transit Connect, Ram ProMaster City Passenger van or Approved Equal.

25.1.1 Body

25.1.1.1 Air Bags: Required. Manufacturer's standard to include side curtain/impact airbags if available from manufacturer.

25.1.1.2 Air Conditioning: Manufacturer's Front and Rear required.

25.1.1.3 Arm Rests, Door-Mounted: Both right and left arm rests are required.

25.1.1.4 AM/FM Radio: Manufacturer's standard.

25.1.1.5 Auxiliary Power Outlet: 12 volt.

25.1.1.6 Headliner: Required. Full length, if available.

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- 25.1.1.7 Heater and Defroster: Required
- 25.1.1.8 Power Package: Includes power windows, power locks, power mirrors, cruise control, and tilt steering wheel.
- 25.1.1.9 Seat, Cloth: Front buckets, 2nd, 3rd, & 4th row bench seats, where applicable.
- 25.1.1.10 Side Panels, Interior: Rigid material with a durable finish such as plastic shall be installed on all walls and doors.
- 25.1.1.11 Sun Visor: Dual.
- 25.1.1.12 Windows, Passenger: Required (factory installed, if available).
- 25.1.1.13 Windshield Wipers: Dual electric 2-speed type with intermittent feature windshield washers.
- 25.1.1.14 Window Tint: OEM Standard Tint. Tinting shall meet Texas DPS regulations.
- 25.1.1.15 Bluetooth Wireless Communication: Manufacturer's standard, where available.
- 25.1.2 Chassis
 - 25.1.2.1 Automatic Transmission
 - 25.1.2.2 Brakes, ABS, required, Manufacturer's standard, front disc, 2- or 4-wheel.
 - 25.1.2.3 Traction Assistance and Vehicle stability enhancement system.
 - 25.1.2.4 Bumpers: Manufacturer's standard front and rear.
 - 25.1.2.5 Ground Ratings: As required for the GVWR certified.
 - 25.1.2.6 Spare Wheel and Tire: Manufacturer's standard, mounted (Conventional Tire) – full-size spare wheel and tire shall be A Brand Name, Type, And Size Of Tire to those on the vehicle, where available.
 - 25.1.2.7 Tires, Including Spare, If Conventional Type: Steel-belted radial-type tubeless tires (all tires shall be identical).
 - 25.1.2.8 Electronic Stability Control: Required.
- 25.1.3 Additional Equipment: The following equipment is also required in addition to that required above:
 - 25.1.3.1 Sliding Doors: Seats - The minimum seating arrangement shall be as follows: Rows Seat Capacity:
 - 1 One (driver) & One (passenger, front)
 - 2 Three (per seat)
 - 3 no seats

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25.1.4 Minimum Specifications

ITEM	Minimum Requirements
Wheelbase, inches	114.6
Length (overall), inches	180.7
GVWR, pounds	4965
Displacement liters	2.5L/2.4L
Engine HP	136
Torque	128
Transmission	Automatic
Tire Size & Load Range	215/55R16
Rim size, (dia.), inches	6.5"

25.2 ½ Ton Mini Van (7-Passenger), 6-Cylinder, FWD: Dodge Grand Caravan, Nissan Quest, Toyota Sienna or Approved Equal.

25.2.1 Body and Chassis same as 25.1.1 and 25.1.2.

25.2.2 Additional Equipment: The following equipment is also required in addition to that required above:
Body: Sliding Doors, right and left side.

Seats - The minimum seating arrangement shall be as follows: Rows Seat Capacity

1 One (driver) & One (passenger, front)

2 Three (per seat)

25.2.3 Minimum Specifications

ITEM	Minimum Requirements
Wheelbase, inches	118.1
Length (overall), inches	200.2
GVWR, pounds	5818
Displacement liters	3.5L
Engine HP	260
Torque	240
Transmission	Automatic
Tire Size & Load Range 17"/18" Acceptable	225/65R16 Std. Ld.
Rim size, (dia.), inches	6.5"

26.0 Light-Duty Trucks

Unless otherwise specified, all units shall be furnished complete with standard equipment and factory-installed accessories as listed in the manufacturer's printed literature for the models specified herein. The following items are minimum requirements for the models specified herein, and shall be provided whether shown as optional or standard equipment by the manufacturer. The following are some of those standard features or additional features as listed for these models.

26.1 Full Size 1/2 Ton Regular Cab Pickup Truck, 5/6-Cylinder, Short Bed: Ram 1500, Ford F150, Chevrolet Silverado, GMC Sierra, or Approved Equal.

26.1.1 Body: Regular Cab and Short Bed

26.1.1.1 Pickup Bodies: Straight / fleet side with steel cargo floors.

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- 26.1.1.2 Air Bags: Required. Manufacturer's standard to include side curtain/impact airbags if available from manufacturer [Exception: Units with 8,600 lb. GVWR and up.]
 - 26.1.1.3 Air Conditioning: Required. Manufacturer's standard.
 - 26.1.1.4 AM/FM Radio: Manufacturer's standard.
 - 26.1.1.5 Auxiliary Power Outlet: One(1) 12 volt.
 - 26.1.1.6 Seat, Cloth: Front seats split bench 40/60, 40/20/40, or buckets.
 - 26.1.1.7 Jack, Handle, and Lug Wrench.
 - 26.1.1.8 Power Package: Includes power windows, power locks, power mirrors, cruise control, and tilt steering wheel.
 - 26.1.1.9 Mirrors: Rearview Mirrors shall be the largest factory installed available.
 - 26.1.1.10 Sun Visors: Dual.
 - 26.1.1.11 Window Tint: OEM Standard Tint. Tinting shall meet Texas DPS regulations.
 - 26.1.1.12 Bluetooth Wireless Communication: Manufacturer's standard, where available.
- 26.1.2 Chassis:
- 26.1.2.1 Automatic Transmission: Required.
 - 26.1.2.2 Brakes, ABS, required, Manufacturer's standard; front disc, 2- or 4- wheel.
 - ✓ 26.1.2.3 Bumper (Full Width of Truck): Installed front and rear-step bumper shall be manufacturer's standard, 5# Fire ext., Back-up alarm.
 - 26.1.2.4 Spare Wheel and Tire: OEM full-size, major Brand name.
 - 26.1.2.5 Tires (including Spare): Steel belted radial, all position, tubeless highway tread. Tires with raised white lettering are acceptable, if mounted with the black lettering facing away from vehicle.
 - 26.1.2.6 Electronic Stability Control: Required.

26.1.3 Minimum Specifications

ITEM	Minimum Requirements
Wheelbase, inches, Approx	119
Approximated Payload Allowance	1430
Length Overall, inches, Approx	205.6
Length, Cargo, inches, Approx	76.3
GVWR pounds, Approx	6010
Engine, Gasoline	V6
Engines, Net HP, Approx	195
Engines, Torque, Approx	250
Transmission	Automatic
Tire Size & Wheel	265/70R-245/70R, 17" / 18"

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26.2 Full Size 1/2 Ton, Extended Cab Pickup Truck, 6-Cyl, 5- Passenger, Short Bed; Ram, Ford F150, Chevrolet Silverado, GMC Sierra, Toyota Tundra, or Approved Equal.

26.2.1 Body: Extended Cab and Short Bed

- 26.2.1.1 Pickup Bodies: Straight / fleet side with steel cargo floors.
- 26.2.1.2 Air Bags: Required. Manufacturer's standard to include side curtain/impact airbags if available from manufacturer [Exception: Units with 8,600 lb. GVWR and up.]
- 26.2.1.3 Air Conditioning: Required. Manufacturer's standard.
- 26.2.1.4 AM/FM Radio: Manufacturer's standard.
- 26.2.1.5 Auxiliary Power Outlet: One(1) 12 volt.
- 26.2.1.6 Seat, Cloth: Front seats split bench 40/60, 40/20/40, or buckets.
- 26.2.1.7 Jack, Handle, and Lug Wrench.
- 26.2.1.8 Power Package: Includes power windows, power locks, power mirrors, cruise control, and tilt steering wheel.
- 26.2.1.9 Mirrors: Rearview Mirrors shall be the largest factory installed available.
- 26.2.1.10 Sun Visors: Dual.
- 26.2.1.11 Window Tint: OEM Standard Tint. Tinting shall meet Texas DPS regulations.
- 26.2.1.12 Bluetooth Wireless Communication: Manufacturer's standard, where available.

26.2.2 Chassis

- 26.2.2.1 Automatic Transmission: Required.
- 26.2.2.2 Brakes, ABS, required, Manufacturer's standard; front disc, 2- or 4- wheel.
- 26.2.2.3 Bumper (Full Width of Truck): Installed front and rear-step bumper shall be manufacturer's standard 5# Fire Ext., Back -Up alarm.
- 26.2.2.4 Spare Wheel and Tire: OEM full-size, major Brand name.
- 26.2.2.5 Tires (including Spare): Steel belted radial, all position, tubeless highway tread. Tires with raised white lettering are acceptable, if mounted with the black lettering facing away from vehicle.
- 26.2.2.6 Electronic Stability Control: Required.

26.2.3 Minimum Specifications

ITEM	Minimum Requirements
Wheelbase, inches, Approx	140.5
Approximated Payload Allowance	1450
Length Overall, inches, Approx	228.7
Length, Cargo, inches, Approx	73.9

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GVWR pounds, Approx	6100
Engine, Gasoline	V6
Engines, Net HP, Approx	195
Engines, Torque, Approx	250
Transmission	Automatic
Tire Size & Wheel	245/70R17, or 18"

26.3 Full Size 1/2 Ton, Crew Cab Pickup Truck, 6/8 Cyl, 6- Passenger, Short Bed: Ram 1500 Crew Cab, Ford F150, Chevrolet Silverado, GMC Sierra, Toyota Tundra Crew Max, or Approved Equal.

26.3.1 Body: Crew Cab and Short Bed

- 26.3.1.1 Pickup Bodies: Straight / fleet side with steel cargo floors.
- 26.3.1.2 Air Bags: Required. Manufacturer's standard to include side curtain/impact airbags if available from manufacturer [Exception: Units with 8,600 lb. GVWR and up.]
- 26.3.1.3 Air Conditioning: Required. Manufacturer's standard.
- 26.3.1.4 AM/FM Radio: Manufacturer's standard.
- 26.3.1.5 Auxiliary Power Outlet: One(1) 12 volt.
- 26.3.1.6 Seat, Cloth: Front seats split bench 40/60, 40/20/40, or buckets.
- 26.3.1.7 Jack, Handle, and Lug Wrench.
- 26.3.1.8 Power Package: Includes power windows, power locks, power mirrors, cruise control, and tilt steering wheel.
- 26.3.1.9 Mirrors: Rearview Mirrors shall be the largest factory installed available.
- 26.3.1.10 Sun Visors: Dual.
- 26.3.1.11 Window Tint: OEM Standard Tint. Tinting shall meet Texas DPS regulations.
- 26.3.1.12 Bluetooth Wireless Communication: Manufacturer's standard, where available.

26.3.2 Chassis

- 26.3.2.1 Automatic Transmission: Required.
- 26.3.2.2 Brakes, ABS, required, Manufacturer's standard; front disc, 2- or 4- wheel.
- ✓ 26.3.2.3 Bumper (Full Width of Truck): Installed front and rear-step bumper shall be manufacturer's standard 5# Fire Ext., Back-Up alarm.
- 26.3.2.4 Spare Wheel and Tire: OEM full-size, major Brand name.
- 26.3.2.5 Tires (including Spare): Steel belted radial, all position, tubeless highway tread. Tires with raised white lettering are acceptable, if mounted with the black lettering facing away from vehicle.
- 26.3.2.6 Electronic Stability Control: Required.

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26.3.3 Minimum Specifications

ITEM	Minimum Requirements
Wheelbase, inches, Approx	139.8
Approximated Payload Allowance	1550
Length Overall, inches, Approx	224.6
Length, Cargo, inches, Approx	66.7
GVWR pounds, Approx	6800
Engine, Gasoline	V8
Engines, Net HP, Approx	302
Engines, Torque, Approx	305
Transmission	Automatic
Tire Size & Wheel	245/70R17, or 18"

26.4 Full Size 3/4 Ton Extended Cab Pickup Truck, 6/8-Cyl, 5-Passenger, Long Bed: Ram 2500 Crew Cab, Ford F250, Chevrolet Silverado, GMC Sierra, Toyota Tundra Crew Max, or Approved Equal.

26.4.1 Body: Extended Cab and Long Bed

- 26.4.1.1 Pickup Bodies: Straight / fleet side with steel cargo floors.
- 26.4.1.2 Air Bags: Required. Manufacturer's standard to include side curtain/impact airbags if available from manufacturer [Exception: Units with 8,600 lb. GVWR and up.]
- 26.4.1.3 Air Conditioning: Required. Manufacturer's standard.
- 26.4.1.4 AM/FM Radio: Manufacturer's standard.
- 26.4.1.5 Auxiliary Power Outlet: One (1) 12 volt.
- 26.4.1.6 Seat, Cloth: Front seats split bench 40/60, 40/20/40, or buckets.
- 26.4.1.7 Jack, Handle, and Lug Wrench.
- 26.4.1.8 Power Package: Includes power windows, power locks, power mirrors, cruise control, and tilt steering wheel.
- 26.4.1.9 Mirrors: Rearview Mirrors shall be the largest factory installed available.
- 26.4.1.10 Sun Visors: Dual.
- 26.4.1.11 Window Tint: OEM Standard Tint. Tinting shall meet Texas DPS regulations.
- 26.4.1.12 Bluetooth Wireless Communication: Manufacturer's standard, where available.

26.4.2 Chassis

- 26.4.2.1 Automatic Transmission: Required.
- 26.4.2.2 Brakes, ABS, required, Manufacturer's standard; front disc, 2- or 4- wheel.
- 26.4.2.3 Bumper (Full Width of Truck): Installed front and rear-step bumper shall be manufacturer's standard, Tow Pkg., Class IV Hitch, 5# Fire Ext., Back-Up alarm.

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- 26.4.2.4 Spare Wheel and Tire: OEM full-size, major Brand name.
- 26.4.2.5 Tires (including Spare): Steel belted radial, all position, tubeless highway tread. Tires with raised white lettering are acceptable, if mounted with the black lettering facing away from vehicle.
- 26.4.2.6 Electronic Stability Control: Required.

26.4.3 **Minimum Specifications**

ITEM	Minimum Requirements
Wheelbase, inches, Approx	158
Approximated Payload Allowance	3060
Length Overall, inches, Approx	248.6
Length, Cargo, inches, Approx	97.8
GVWR pounds, Approx	9400
Engine, Gasoline	V8
Engines, Net HP, Approx	360
Engines, Torque, Approx	380
Transmission	Automatic
Tire Size & Wheel	245/75R17E, or 18"

26.5 **Full Size 3/4 Ton Crew Cab Pickup Truck, 6/8-Cyl, 5-Passenger, Long Bed, 4x4: Ram 2500 Crew Cab, Ford F250, Chevrolet Silverado, GMC Sierra, Toyota Tundra Crew Max, or Approved Equal.**

26.5.1 **Body: Crew Cab and Long Bed**

- 26.5.1.1 Pickup Bodies: Straight / fleet side with steel cargo floors.
- 26.5.1.2 Air Bags: Required. Manufacturer's standard to include side curtain/impact airbags if available from manufacturer [Exception: Units with 8,600 lb. GVWR and up.]
- 26.5.1.3 Air Conditioning: Required. Manufacturer's standard.
- 26.5.1.4 AM/FM Radio: Manufacturer's standard.
- 26.5.1.5 Auxiliary Power Outlet: One (1) 12 volt.
- 26.5.1.6 Seat, Cloth: Front seats split bench 40/60, 40/20/40, or buckets.
- 26.5.1.7 Jack, Handle, and Lug Wrench.
- 26.5.1.8 Power Package: Includes power windows, power locks, power mirrors, cruise control, and tilt steering wheel.
- 26.5.1.9 Mirrors: Rearview Mirrors shall be the largest factory installed available.
- 26.5.1.10 Sun Visors: Dual.
- 26.5.1.11 Window Tint: OEM Standard Tint. Tinting shall meet Texas DPS regulations.
- 26.5.1.12 Bluetooth Wireless Communication: Manufacturer's standard, where available.

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26.5.2 Chassis

- 26.5.2.1 Automatic Transmission: 4x4. Required.
- 26.5.2.2 Brakes, ABS, required, Manufacturer's standard; front disc, 2- or 4- wheel.
- 26.5.2.3 Bumper (Full Width of Truck): Installed front and rear-step bumper shall be manufacturer's standard, Tow Pkg., Class IV Hitch, 5# Fire ext., Back-Up alarm.
- 26.5.2.4 Spare Wheel and Tire: OEM full-size, major Brand name.
- 26.5.2.5 Tires (including Spare): Steel belted radial, all position, tubeless highway tread. Tires with raised white lettering are acceptable, if mounted with the black lettering facing away from vehicle.
- 26.5.2.6 Electronic Stability Control: Required.

26.5.3 Minimum Specifications

ITEM	Minimum Requirements
Wheelbase, inches, Approx	158
Approximated Payload Allowance	3060
Length Overall, inches, Approx	248.6
Length, Cargo, inches, Approx	97.8
GVWR pounds, Approx	9400
Engine, Gasoline	V8
Engines, Net HP, Approx	360
Engines, Torque, Approx	380
Transmission	Automatic
Tire Size & Wheel	245/75R17E, or 18"

27.0 Full Size Truck W/Special Body Specifications. Ram 5500, Ford F550, or Equal.

27.1 Body: Crew Cab, Dual Rear wheels, Service Body.

- 27.1.1 Air Conditioning & Heater and Defroster: Manufacturers standard.
- 27.1.2 Air Bags: Manufacturer's standard to include side curtain/impact airbags if available from manufacturer.
- 27.1.3 AM/FM Radio: Manufacturer's standard.
- 27.1.4 Seats: 40/20/40 vinyl bench.
- 27.1.5 Power Package: Includes power windows, power locks, power mirrors, cruise control, and tilt steering wheel.
- 27.1.6 Crew Cab 84 inch Cab to axle
- 27.1.7 Seating: Seating shall be provided for a minimum of five persons.

27.2 Chassis:

27.2.1 Brake controller, Extra HD Service Suspension Pkg., Extra HD Alternator.

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27.2.2 200" wheelbase/84"CA.

27.2.3 Automatic Transmission HD—Gasoline.

27.3 Specialized Body

Installed: service body upgrade for 84"CA, Knapheide 6132D54J1 service body, deep compartments, dividers, shelving, BH82000 2" ball/pintle combo, louvered headache rack, ecco 5315, double rotating beacon lights mounted to headache rack. Backup alarm installed, 5# Fire extinguisher.

27.4 Minimum Specifications

ITEM	Minimum Requirements
Body Trim Designation	BASE
GVWR, pounds	17,500/19,500
GCWR, pounds	25,000/30,000
Front GAWR, pounds	6,000
Rear GAWR, pounds	9,500
Approximate Body/Payload Allowance, Pounds	11,790
Front Axle Capacity, pounds	5,600
Rear Axle Capacity, pounds	11,000
Heavy Duty Frame, RBM	479,000
Engine, Gasoline, Displacement, liter	6.2L, 6.4L, 6.8L, V8
Engines HP	300
Engines, Torque	610
Governed Speed, RPM	2800
Transmission	Automatic
Tire Size & Load Range	LT225/70R19.5 F/G

28.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded by sections to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. **The City of Laredo reserves the right to selection either Option 1 or Option 2.**

28.1 The City of Laredo reserves the right to purchase additional vehicles at the bid pricing within a 120 day period with the consent of the vendor.

28.2 The City of Laredo is also accepting contract pricing from vendors that have a valid purchase contract with any of the cooperative purchasing programs that the City of Laredo is a member, in accordance to provisions of Chapter 791 of the Texas Government Cooperation Act. The City of Laredo is a member of the following cooperative purchasing programs:

- State of Texas
- Houston Galveston Area Council of Governments (H-GAC)
- BUYBOARD
- TCPN
- US Communities
- NCPA
- NJPA

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28.3 Required Documentation to be submitted with Bid

Vendors shall submit a price worksheet or "Catalog / Price Sheet" to include the standard equipment type products which were bid as specific line items. The price worksheet shall contain the COOPERATIVE, purchasing contract number along with pricing of the base bid item plus all published and unpublished options. The worksheet shall also indicate the delivery date.

28.4 Disclosure of Interested Parties (Not Required for this Contract**)**

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

29.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Tab A - Company Information Questionnaire

Tab B - Signed Price Schedule

Tab C - Conflict of Interest Questionnaire

Tab D - Non-Collusive Affidavit

Tab E - Discretionary Contract Disclosure

Tab F - Certificate of Interested Parties (Form 1295) (Not required for this contract)

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30.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

Name of Offeror (Business) Grapevine DCI, LLC

Signature [Signature] Date 11-27-07
of person authorized to sign bid

Print Name Dennis Thomas
of person authorized to sign bid

Title: Fleet Mgr.

Business Address: 2601 William Tate

City, State, Zip Code: Grapevine TX 76051

Telephone Number: 817-410-7541 Fax Number: _____

Contact Person Email Address: dthomas@grapevinedci.com

Federal Tax ID Number: 27-0455988

Bidders Principal/Corporate Place of Business Address: Above

Indicated Status of Business:
Corporation _____ Partnership _____ Sole Proprietorship _____ Other: LLC

If other state business status: _____

State how long under its present business name: 8 years

If applicable, list all other names under which the Business identified above operated in the last five years.

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes No

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Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No

Is any litigation pending against the Business? Yes / No

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business:

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

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31.0 Tab B Price Schedule

31.1 Section IA – Intermediate Sedan (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Intermediate Sedan as per Specifications - 23.1 Color: White	2	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

No Bid

**** The quantities are estimates and are based on the best available information****

Section IB – Intermediate Sedan (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Intermediate Sedan as per Specifications - 23.1 Color: White	2	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: *Graphine DCT, LLC*

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

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31.2 Section IIA – Utility Mid-Size Vehicle (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Utility Mid-Size Vehicle as per Specifications - 24.1 Color: White	1	\$ 24,024	\$ 24,024

Auto Make and Model: Dodge Journey

Model Year: 2018

Estimated Time of Delivery: 75-100 Days

**** The quantities are estimates and are based on the best available information****

Section IIB – Utility Mid-Size Vehicle (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Utility Mid-Size Vehicle as per Specifications - 24.1 Color: White	1	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Grapevine DET, LLC

Owner/President Name: Ben Keating

Company Address: 2605 William Tate

City, State, Zip Code: Grapevine, TX 76051

Company Authorized Representative's Signature: [Signature]

Company Representative's Name: Jennie Thomas

Signature on this form indicates agreement with "Instructions to Bidder -- General Terms and Conditions, pricing and all specifications listed on this document."

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31.3 Section IIIA – Utility Vehicle Compact (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Utility Vehicle Compact as per Specifications - 24.2 Color: White	2	\$ 20,500	\$ 41,000

Auto Make and Model: Jeep Compass

Model Year: 2018

Estimated Time of Delivery: 75-90 Days

**** The quantities are estimates and are based on the best available information****

Section IIIB – Utility Vehicle Compact (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Utility Vehicle Compact as per Specifications - 24.2 Color: White	2	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Cooperating DCT LLC

Owner/President Name: Ben Harting

Company Address: 2601 William Tate

City, State, Zip Code: Groesbeine TX 76057

Company Authorized Representative's Signature: [Signature]

Company Representative's Name: Dennis Thomas

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

31.4 Section IVA – Carryall Gasoline (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Carryall Gasoline as per Specifications - 24.3 Color: White	1	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

No Bid

**** The quantities are estimates and are based on the best available information****

Section IVB – Carryall Gasoline (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Carryall Gasoline as per Specifications - 24.3 Color: White	1	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: *Gasparine DET, LLC*

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.5 Section VA – Cargo Van (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Cargo Van with rack bins, headache rack as per Specifications - 24.4 Color: White	3	\$ <u>26,993</u>	\$ <u>80,979</u>

Auto Make and Model: Ram Promaster City

Model Year: 2017/2018

Estimated Time of Delivery: 100-140 Days

**** The quantities are estimates and are based on the best available information****

Section VB – Cargo Van (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Cargo Van with rack bins, headache rack, as per Specifications - 24.4 Color: White	3	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Grapevine DOT LLC

Owner/President Name: Ben Keating

Company Address: 260 William Tate

City, State, Zip Code: Grapevine, TX 76051

Company Authorized Representative's Signature: [Signature]

Company Representative's Name: Jennit Thomas

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.6 Section VIA – Commercial Mini-Van (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Commercial Mini-van as per Specifications - 25.1 Color: White	1	\$ 24,993	\$ 24,993

Auto Make and Model: Ram Promaster City

Model Year: 2017 | 2018

Estimated Time of Delivery: 75-100 Days

**** The quantities are estimates and are based on the best available information****

Section VIB – Commercial Mini-Van (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Commercial Mini-Van as per Specifications - 25.1 Color: White	1	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Crapevine DOT LLC

Owner/President Name: Ben Keating

Company Address: 2601 William Tate

City, State, Zip Code: Capeverde Tx 76051

Company Authorized Representative's Signature: [Signature]

Company Representative's Name: Jennis Thomas

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.7 Section VIIA - 1/2 Ton Mini-Van (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- 1/2 Ton Mini-van as per Specifications - 25.2 Color: White	1	\$ 22,479	\$ 22,479

Auto Make and Model: Dodge Grand Caravan SE

Model Year: 2018

Estimated Time of Delivery: 75-90 Days

**** The quantities are estimates and are based on the best available information****

Section VIIB - 1/2 Ton Mini-Van (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- 1/2 Ton Mini-Van as per Specifications - 25.2 Color: White	1	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Grapesine DCI, LLC

Owner/President Name: Benn Keating

Company Address: 2601 William Tate

City, State, Zip Code: Grapesine TX 76051

Company Authorized Representative's Signature: 

Company Representative's Name: Dennis Thomas

Signature on this form indicates agreement with "Instructions to Bidder -- General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.8 Section VIIIA – Full Size Truck (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Truck Reg. Cab. Short Bed as per Specifications - 26.1 Color: White	4	\$ 19,529	\$ 78,116

Auto Make and Model: Ram 1500 Regular Cab

Model Year: 2018

Estimated Time of Delivery: 75-90 Days

**** The quantities are estimates and are based on the best available information****

Section VIIIB – Full Size Truck (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Truck Reg. Cab. Short Bed as per Specifications - 26.1 Color: White	4	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Grasper, Inc DOT, LLC

Owner/President Name: Ben Keating

Company Address: 2601 William Tada

City, State, Zip Code: Groesbeine TX 76051

Company Authorized Representative's Signature: [Signature]

Company Representative's Name: Jennis Thomas

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.8 Section IXA – Full Size Truck (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Extended Cab, Short Bed as per Specifications - 26.2 Color: White	2	\$ 21,283	\$ 44,566

Auto Make and Model: Ram 1500 Quad Cab

Model Year: 2018

Estimated Time of Delivery: 25-30 Days

**** The quantities are estimates and are based on the best available information****

Section IXB – Full Size Truck (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Extended Cab, Short Bed as per Specifications - 26.2 Color: White	2	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Grapevine JCS, LLC

Owner/President Name: Ben Keating

Company Address: 2601 William Tate

City, State, Zip Code: Grapevine TX 76051

Company Authorized Representative's Signature: [Signature]

Company Representative's Name: Dennis Thomas

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.9 Section XA – Full Size Truck (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Crew Cab, Short Bed as per Specifications - 26.3 Color: White	4	\$ 23,821	\$ 95,284

Auto Make and Model: Ram 1500 Crew Cab

Model Year: 2018

Estimated Time of Delivery: 75-90 Days

**** The quantities are estimates and are based on the best available information****

Section XB – Full Size Truck (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Crew Cab, Short Bed as per Specifications - 26.3 Color: White	4	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Grapeline DCT, LLC

Owner/President Name: Ben Keating

Company Address: 2601 William Tate

City, State, Zip Code: Grapeline TX 76051

Company Authorized Representative's Signature: [Signature]

Company Representative's Name: Dennis Thomas

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

31.10 Section XIA – Full Size Truck (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Extended Cab, Long Bed as per Specifications - 26.4 Color: White	1	\$ 26,826	\$ 26,826

26,826 01

Auto Make and Model: Ram 2500 Crew Cab

Model Year: 2018

Estimated Time of Delivery: 90-120 Days

*** The quantities are estimates and are based on the best available information***

Section XIB – Full Size Truck (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Extended Cab, Long Bed as per Specifications - 26.4 Color: White	1	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

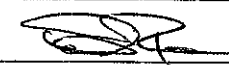
List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Grapewine DCT, LLC

Owner/President Name: Ben Keating

Company Address: 2601 William Tate

City, State, Zip Code: Grapewine TX 76051

Company Authorized Representative's Signature: 

Company Representative's Name: Dennis Thomas

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.10 Section XIIA – Full Size Truck (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Crew Cab, Long Bed, 4x4 as per Specifications - 26.5 Color: White	1	\$ 29,220	\$ 29,220

29,220 DT

Auto Make and Model: Ram 2500 Crew Cab

Model Year: 2018

Estimated Time of Delivery: 90-120 Days

**** The quantities are estimates and are based on the best available information****

Section XIIB – Full Size Truck (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Crew Cab, Long Bed, 4x4 as per Specifications - 26.5 Color: White	1	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Cooperine DCT, LLC

Owner/President Name: Ben Keating

Company Address: 2601 William Tate

City, State, Zip Code: Cooperine, TX 76051

Company Authorized Representative's Signature: [Signature]

Company Representative's Name: Dennis Thomas

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.10 Section XIII A – Full Size Truck (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Crew Cab, DRW, Service Body as per Specifications – 27.0 Color: White	1	\$ 45,335	\$ 45,335

Auto Make and Model: Ram 550e Crew Cab

Model Year: 2008

Estimated Time of Delivery: 100-140 Days

**** The quantities are estimates and are based on the best available information****

Section XIII B – Full Size Truck (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Full Size Crew Cab, DRW, Service Body as per Specifications – 27.0 Color: White	1	\$	\$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____


List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Grapevine DAT, LLC

Owner/President Name: Ben Keating

Company Address: 2601 William Tate

City, State, Zip Code: Grapevine TX 76051

Company Authorized Representative's Signature: 

Company Representative's Name: Dennis Thomas

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

32.0 Tab C- Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040**, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

**CITY OF LAREDO
PURCHASING DIVISION**

HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Gregorio S. C. C. [Signature] 11-27-07
Name Signature Date

CONFLICT OF INTEREST QUESTIONNAIRE	FORM CIQ
For vendor or other person doing business with local governmental entity.	
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p>OFFICE USE ONLY</p> <p>Date Received</p>
<p>1 Name of person who has a business relationship with local governmental entity.</p>	
<p><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">_____</p> <p align="center">Name of Officer</p>	
<p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> <p align="center">_____</p> <p align="center">Signature of person doing business with the governmental entity Date</p>	

CITY OF LAREDO
PURCHASING DIVISION

33.0 Tab D

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Dennis Thomas

Being first duly sworn, deposes and says:

That he/she is *Fleet manager*
(a Partner or officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

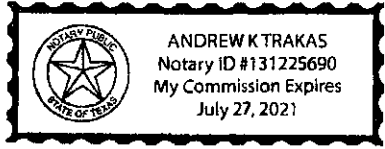
[Signature]

Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this *23rd* day of *November* *2017*

[Signature]
Notary Public

My commission expires:



CITY OF LAREDO
PURCHASING DIVISION

34.0 Tab E



City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 if the City's Ethics Code.
*This is a X New Submission or Correction or Update to previous submission.

***1. Name of person submitting this disclosure form.**

<u>Dennis</u>	<u>Thomas</u>	
First	M.I. Last	Suffix

***2. Contract Information.**

a) Contract or Project name(s): Administrative Vehicle

b) Originating Department(s): Purchasing

***3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

<u>Dennis Thomas</u>			
Name (Print)	Signature	Name (Print)	Signature
<u>Geopline DC, LLC</u>			
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature

***4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

Name of partner, parent, or subsidiary business entity(ies): Boerne Dodge, Port Lavaca Dodge
Tomball Dodge, Victoria Dodge

CITY OF LAREDO
PURCHASING DIVISION

***5. List any individuals or entities that will be subcontractors on this contract.**

Not applicable. No subcontractors will be retained for this contract.

Subcontractors may be retained, but have not been selected at the time of this submission.

List of subcontractors: _____

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract: _____

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

- a) Any individual seeking contract with the city (Question 3)
- b) Any owner or officer of entity seeking contract with the city (Question 3)
- c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
- d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
- e) The spouse of any individual listed in response to (a) through (d) above
- f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

List of contributors: _____

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? No

CITY OF LAREDO
PURCHASING DIVISION

I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest: _____

***Acknowledgements**

Updates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

No Contract with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.


***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

<u>Dennis Gomez</u>	<u></u>	<u>Fleet mgr</u>
Name (Print)	Signature	Title
<u>Gropevine DAS, LLC</u>		<u>11-27-07</u>
Company or DBA		Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

**CITY OF LAREDO
PURCHASING DIVISION**

35.0 Tab F – Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

Implementation of House Bill 1295

28.1 Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

28.2 Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

**CITY OF LAREDO
PURCHASING DIVISION**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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 USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

CITY OF LAREDO
PURCHASING DIVISION

36.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on November 28, 2017; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on November 29, 2017.**

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Administrative Vehicles – City of Laredo
FY18-013**

Bids are to be mailed: City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

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 USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
GRAPEVINE DCJ, LLC
GRAPEVINE, TX United States

Certificate Number:
2017-287434

Date Filed:
11/27/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
CITY OF LAREDO

Date Acknowledged:

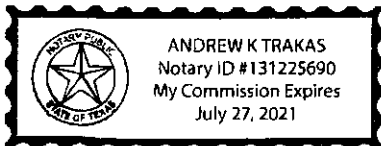
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
ADMINISTRATIVE VEHICLES
NEW VEHICLES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	BUEHLMAN, BRANDON	GRAPEVINE, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Signature]
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Dennis Thomas, this the 27th day of November 2017, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

Andrew Trakas
Printed name of officer administering oath

Title of officer administering oath

UPS Worldwide Express
UPS 2nd Day Air®

CITY OF LAREDO - CITY SECRETARY
1110 HOUSTON ST

LAREDO TX 78040 - 8019

P: M1 S: B I: 119
21A - 1508

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11/28/17 10:18

Saddo Bld
Rm 18-013
Administration Building
2pm



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Qualify for the Letter rate, the UPS Express Envelope must weigh 8 oz. or less.

UPS Express Envelopes containing items other than listed or weighing more than 8 oz. will be billed by weight.

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#5

1 OF 1
1.0 LBS LTR
SHIP TO:
JOSE A VALDEZ, JR
CITY OF LAREDO-CITY SECRETARY
CITY HALL-THIRD FLOOR
1110 HOUSTON STREET
LAREDO TX 78040-8019

RECEIVED
2017 NOV 28 AM 10:31
CITY SECRETARY'S OFFICE

Window
this envelope
inkjet printer

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010195103 4/14 PAC United Parcel Service

City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Mario Maldonado, Executive Director of Transportation

Staff Source: Jack Dunn, Fleet Department Director, Heberto "Beto" L. Ramirez, Fleet Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award contract FY18-021 for the purchase of heavy duty trucks for various city departments to the following vendors:

1. Doggett Freightliner, Converse, Texas in the amount of \$1,386,080.00 for the purchase of two (2) 16 yard Dump Trucks, six (6) cab and chassis for the automated refuse rear loaders, six (6) Pak-Mor bodies for the automated refuse rear loaders, one (1) cab and chassis for a grapple dump truck, and one (1) Peterson body for the grapple dump truck;
2. TYMCO, Waco, Texas in the amount of \$505,450.00 for the purchase of two (2) street sweepers;
3. H&V Equipment, Corpus Christi, Texas in the amount of \$478,394.00 for the purchase of one (1) articulated dump truck;
4. Rush Truck Center, Laredo, Texas in the amount of \$882,252.00 for the purchase of six (6) cab and chassis for the automated refuse side loaders;
5. Fox Truck World, San Antonio, Texas in the amount of \$695,278.50 for the purchase of six (6) GS bodies for the automated refuse side loaders;
6. Santex Truck Center, San Antonio, Texas in the amount of \$639,675.19 for the purchase of seven (7) 14 yard Dump Trucks.

Funding is available from the 2016 and 2017 Contractual Obligation Bond Proceeds, 2017 Solid Waste Capital Outlay Fund, 2018 Creek Cleaning Capital Outlay Fund, and 2017 Sewer Revenue Bond.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received fifteen (15) bids for the purchase of heavy duty trucks for various departments. A recommendation is being presented to the City Council that contracts be awarded to Doggett Freightliner, Tymco, H&V Equipment, Rush Truck Center, Fox Truck World, and Santex Truck Center. Delivery is expected within one hundred twenty to one hundred eighty days after receipt of order.

Summary:

Doggett Freightliner	Qty	Unit Price	Ext. Price	H&V Equipment	Qty	Unit Price	Ext Price
2019 Freightliner 122SD 16 Yard Dump Trucks (Public Works)	2	\$ 125,980.00	\$ 251,960.00	2017 Doosan Articulated Dump Truck (Solid Waste Services)	1	\$ 478,394.00	\$ 478,394.00
2019 Freightliner M-2 106 Rear Loader (Cab & Chassis) (Solid Waste Services)	6	\$ 87,618.00	\$ 525,708.00	BuyBoard Contract 515-16			
2018 Freightliner Rear Loader Pak-Mor (Body) (Solid Waste Services)	6	\$ 69,000.00	\$ 417,750.00	Rush Truck Center			
2019 Freightliner M2-106 Grapple Dump Truck (Cab & Chassis) (Solid Waste Services)	1	\$ 90,872.00	\$ 90,872.00	2018 Peterbilt 520 Sid Loader (Cab & Chassis) (Solid Waste Services)	6	\$ 145,067.00	\$ 870,402.00
				5 Year Warranty	6	\$ 1,975.00	\$ 11,850.00

2019 Freightliner Grapple Dump Truck Peterson (Body) (Solid Waste Services)	1	\$ 99,790.00	\$ 99,790.00	BuyBoard Contract 521-16		Total	\$ 882,252.00
TXMAS 07-A1		Total	\$ 1,386,080.00				
				Fox Truck World			
Tymco				2018 GS Side Loader (Body) (Solid Waste Services)	6	\$ 115,897.75	\$ 695,278.50
Street Sweeper (Public Works)	2	\$ 252,725.00	\$ 505,450.00	BuyBoard Contract 515-16			
HGAC Contract SW04-16							
				Santex Truck Center			
				2018 International 4400 14 Yard Dump Trucks (Utilities Department)	6	\$ 91,382.17	\$ 639,675.19

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be approved.

Fiscal Impact

Fiscal Year: 2018

Budgeted Y/N?: Y

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funds for the purchase of these heavy duty trucks shall be taken from the following accounts:

249-3835-545-9004

470-9810-535-9004 471-9810-535-9004

556-9873-535-9004

559-4298-535-9004

Attachments

FY18-021 Contracts Part 1

FY18-021 Contracts Part 2

FY18-021 Account Numbers

FY18-021 Bid Tabulation

CITY OF LAREDO
PURCHASING DIVISION



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS**

#13

**HEAVY DUTY TRUCKS
CITY OF LAREDO**

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a contract for the purchase of heavy duty trucks for the City of Laredo.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until 5:00 P.M on **December 14, 2017**; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on **December 15, 2017**.

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Heavy Duty Trucks – City of Laredo
FY18-021**

Bids are to be mailed:
City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

CITY OF LAREDO
PURCHASING DIVISION



**City of Laredo
Purchasing Division**

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for the purchase of heavy duty trucks for various City of Laredo Departments. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on December 14, 2017** and all bids received will be **opened** and read publicly on **December 15, 2017 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

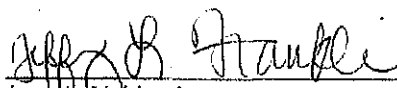
**BID: Heavy Duty Trucks – City of Laredo
FY18-021**

Bids are to be mailed:
City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
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1110 Houston Street
Laredo, Texas 78042-0579

Hand Delivered:
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C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 16th DAY OF NOVEMBER 2017.


for: Jose A. Valdez Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.
- (b) **Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.**
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum.
- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- (f) **The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.**

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, P.O. Box 579, Laredo, Texas 78042.
- (c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract.

**CITY OF LAREDO
PURCHASING DIVISION**

A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven calendar days prior to the scheduled bid deadline a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum may be e-mailed or obtained online at the City of Laredo website for bids. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

- (a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
- (b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
- (c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
- (d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

- (a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
- (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

- a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated.

**CITY OF LAREDO
PURCHASING DIVISION**

The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services.

Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall be bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

- (a) This contract will be awarded by sections to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. **The City of Laredo reserves the right to select either Option 1 or Option 2 per section.**
- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
- (e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
- (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
 - 1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
 - 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
 - 3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

- (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
- (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.
- (e) For any inquiries on payment status or general billing questions please contact:

CITY OF LAREDO
PURCHASING DIVISION

Jorge J. Jolly, Accounts Payable Manager
956-791-7328

jjolly@ci.laredo.tx.us

1110 Houston St. Laredo, TX 78040

12.0 INSURANCE REQUIREMENTS (Not required for this contract)

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) ****Upon Award of Bid Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached) **Not applicable for this contract******

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

**CITY OF LAREDO
PURCHASING DIVISION**

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

**CITY OF LAREDO
PURCHASING DIVISION**

**Formal Invitation for Bids
Heavy Duty Trucks**

15.0 Scope of Work

All questions in reference to this request must be submitted in writing and or delivered electronically to the address stated below on or before the required due date. Written answers to the questions will be provided to all respondents in accordance with the schedule of events. Questions received after the deadline for submitting questions will not be answered. The trucks and equipment must be new **2017** models or newer, unused and meet all safety requirements in accordance to Federal, ICC, and State Highway Regulations.

15.1 All questions for this bid shall be submitted in writing or by email no later than, November 29, 2017 to:

Enrique Aldape III, Administrative Assistant II
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041
Email: ealdape@ci.laredo.tx.us

15.2 For additional questions regarding these specifications please contact:

Contact	Phone#	Email
Jack Dunn	(956) 724-6455	jdunn@ci.laredo.tx.us
Heberto "Beto" L. Ramirez	(956) 727-6451	hramirez@ci.laredo.tx.us

15.3 All heavy duty trucks must be delivered, prepaid, F.O.B., City of Laredo - Fleet Maintenance facility, 1102 Bob Bullock Loop, Laredo, Texas.

16.0 Contract Provisions

16.1 All equipment must be delivered, prepaid, F.O.B., City of Laredo - Fleet Maintenance facility, 1102 Bob Bullock Loop, Laredo, Texas. Unit shall be assembled, adjusted and made ready for continuous operation at time of delivery. All necessary equipment for efficient operation shall be furnished whether or not it is specifically mentioned in this specification. The trucks and equipment will be either shipped on an appropriate lowboy tractor trailer or driven by a qualified driver from the manufacturer's facility to the purchasers designated destination at the manufacturer's expense.

16.2 Equipment is to be pre-delivery serviced and inspected in accordance with State inspection requirements with inspection sticker attached. Sales through authorized franchised dealer: contractor shall comply with Texas laws governing the sale of new motor vehicles, specifically section "Sale of New Motor Vehicles", Vernon's Texas Civil Statutes article 4413 (36). The cost of compliance shall be the responsibility of contractor. Any entity that manufactures, distributes, converts new motor vehicles or is in the business of buying, exchanging, or selling new motor vehicles is required to be licensed by the Motor Vehicle Division of the Texas Department of Transportation (TxDOT).

16.3 Logos and decals: Do not place decals or markings of any type pertaining to advertisement other than the manufacturer's name or model designation normally installed by manufacturer on equipment delivered to municipal governments.

16.4 TAX, TITLE, AND LICENSE: All equipment purchase prices shall exclude tax, title, and license fees.

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17.0 WARRANTY

The vehicle must be covered by the manufacturer's standard new equipment warranty which will be honored by any of the manufacturer's authorized dealers. This warranty shall be comparable to or better than those offered to the general public. Provided the machine is properly serviced, maintained, and operated under normal conditions and according to the manufacturer's instructions.

Warranty Center: Rotex Truck Center

Address: 11802 Sara Rd, Laredo TX 78045

Phone Number: (956) 722-1250

Service Manager: Jorge Escobar

18.0 Equipment Qualifications

If you are considering utilizing equipment not listed as approved, submit sufficient documentation with your bid package for the Fleet and Purchasing Department to make a determination for an approved equal product. Failure to submit all required documentation or submittals for an approved equal consideration will be cause for rejection. Items requiring photo documentation are noted in the appropriate sections below.

19.0 14 Yard Dump Truck Cab and Chassis

The intent of this specification is to define the minimum requirements for the purchase of 2017 or newer Seven - 14 yard dump trucks (6x4).

19.1 Chassis Minimum Specifications Diesel Powered

Conventional Cab with end dump body

Current EPA Compliant

Description	Minimum Requirements
Engine: Cummins or Equal Approx. HP/TQ	350hp/950ft lbs W/Engine Protection Shutdown/Idle Shutdown
Speed Limit	Maximum 67 To 69 Mph W/Cruise Control -Approx.
Automatic Transmission	Allison 3500 RDS-P Rugged Duty Service 6 Speed. Or Equivalent
GVWR	56,000# To 60,000#
Front Axle	14,600# Dana Spicer W/Shocks Or Equivalent
Steering	Power
Rear Axle	40,000# Dana Spicer Tandem , 40,000 Lb Hub Rating Or Equivalent
RR Axle Ratio	Approx. 6.17
Front Tires	11RX22.5 16pr
Rear Tires	11RX22.5 16pr
Steel Wheels	22.5x8.5 Front & Rear
Air Cleaner	Extra Heavy Duty Dry Type
Fuel Tank	100 Gal Aluminum Single Or Dual
Cab	Severe Service W/Air conditioning
Steering Column	Adjustable
Gauges	Fuel, Alt, Oil, Trans Oil, Air, Etc.
Mirrors	Stainless Steel 7"X16" Convex Mirror OVRT RH Door (2) 8" SS

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	Mirror
Air Horn	24.5 Chrome/Round W/Polished Horn Shield
Radio	AM/FM/CD
Wipers	Electric Intermittent
Fire Extinguisher	Compliant
Misc	Cigar Lighter/Ashtray, Triangle Reflector Kit, Backup Alarm
Cab Ext/Interior	White W/Grey Or Black Interior

19.2 Dump Body Specifications 14 Cu. Yd.

Description	Minimum Requirements
Steel End Dump Body	15ft. Ox Bodies Brand Or Equivalent
Tank	Front Mount Rear Hinge
Sides	42" 10 Ga. Steel Ribbed, Slanted Back
Main Frame	8"X2" Rec. Tubing
Cross Members	12" Centers, 1.5x3 Tubing
Controls	Tailgate, Air
Floor	3/16" Hardox-400 Or Equivalent
Cylinder	Commercial 74135
Gate/Cab	56" Front Gate 10 Ga. Cab Ht. 76"
Cab Shield	24" Narrow & Center
Tailgate	50" 3/16" Plate
Hoist	Double Arm 10" W/3"#80 Pipe Extra Hvy.
Controls	Cable/Pump/Elec./Hyd./PTO
Pump	C102-D-2.5 D/Mt. C/W Or Equivalent
P.T.O.	Cs20-A1007-H3dx Or Equivalent
Tarp	Aluminum Arms Semi Auto. Vinyl
Boards	8" Wood
Attachment	50 Ton PINTLE Hook W/7-Way Connector
Paint	Light Blue

20.0 16 Yard Dump Truck Cab and Chassis

The intent of this specification is to define the minimum requirements for the purchase of 2017 or newer Two - 16 yard dump trucks (6x4).

20.1 Chassis Minimum Specifications Diesel Powered

Conventional Cab with end dump body
Current EPA Compliant

Description	Minimum Requirements
Engine Cummins X15 485HP/TQ or Equivalent	485hp/1650ft Lbs W/Engine Protection Shutdown/Idle Shutdown
Speed Limit	Maximum 67 To 69 Mph W/Cruise Control -Approx.
Automatic Transmission	Allison 4500 RDS-P Rugged Duty Service 5 Speed. Or Equivalent

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GVWR	58,000# To 60,000#
Front Axle	18,000# Dana Spicer W/Shocks Or Equivalent
Steering	Power
Rear Axle	40,000# Meritor MT-040-14X-4DER, Tandem w/Driver controlled Locking Differential or Equivalent
RR Axle Ratio	Approx. 4.33
Front Tires	385/65R 22.5 Load Range J MSA (Goodyear or Equal)
Rear Tires	11RX22.5 Load Range H G751MSA (Goodyear or Equal)
Wheels	Front Disc 22.5x12.25 Aluminum 10 Stud; Rear Dual Disc, 22.5x8.25 Rims Powder Coat steel 10 Stud
Air Cleaner	Extra Heavy Duty Dry Type
Fuel Tank	100 Gal Aluminum Single Or Dual
Cab	Severe Service W/Air conditioning
Steering Column	Adjustable
Gauges	Fuel, Alt, Oil, Trans Oil, Air, Etc.
Mirrors	Stainless Steel 7"X16" Convex Mirror OVRT RH Door (2) 8" SS Mirror
Air Horn	24.5 Chrome/Round W/Polished Horn Shield
Radio	AM/FM/CD
Wipers	Electric Intermittent
Fire Extinguisher	Compliant
Misc	Cigar Lighter/Ashtray, Triangle Reflector Kit, Backup Alarm
Cab Ext/Interior	White W/Grey Or Black Interior

20.2 Dump Body Specifications 16 Cu. Yd.

Description	Minimum Requirements
Steel End Dump Body	16ft. Warren FLS Or Equivalent
Tank	Front Mount Rear Hinge
Sides	42" 10 Ga. Steel Ribbed, Slanted Back
Main Frame	7" Structural Channel
Cross Members	4" Structural Channel 12" C/L
Controls	Tailgate, Air
Floor	3/16" Hardox-450 Or Equivalent
Cylinder	MUNCIE 74135
Gate/Cab	48" Front Gate
Cab Shield	24" Narrow & Center to Fit Truck
Tailgate	48" 3/16" Plate
Hoist	Front Telescopic
Controls	Full Air Controls
Pump	Permeo Air Shift
P.T.O.	MUNCIE or Equivalent
Tarp	Aluminum Arms Donovan or Equivalent

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Boards	3/16" Formed Steel
Attachment	50 Ton PINTLE Hook W/7-Way Connector
Paint	Light Blue

21.0 Automated Refuse Side Loader Specifications

The intent of this specification is to define the minimum requirements for the purchase of six, 2017 or newer side loaders.

21.1 Chassis for Automated Refuse Side Loader AUTOREACH Model 3147 or Approved equal.

21.2 Minimum specifications

Description	Minimum Specifications
Model	Cab over chassis; Class 8 Truck
Frame	10-3/4 in Steel rails, with Full steel inner liner, Frame rail minimum 120,000 psi, FEPTO provision, 9 in. bumper extension, two solid mount FEPTO hooks
Dimensions	Approx. 225" WB, 222" CA, 54" AF Compatible w/body
Front Axle	Dana Spicer DF2000F 20,000lb
Rear Axle	Dana Spicer D46-170 HP 46,000lb, 6.14 rear axle ratio, approx. Hendrickson RTE-463 46,000lb suspension
Engine, Diesel Current EPA Compliant Cummins, Paccar, Or Equivalent	320-350 HP/1150-1350 LB. FT.(governed at Approx. 62mph) High efficiency cooling system 270 Amp alternator (with brake retarder), 130 Amp alternator (w/o brake retarder), Battery disconnect switch 16in. FVG air cleaner horizontal mount
Transmission	Allison 4500 RDS 5 year extended warranty on transmission
Air & Trailer Equipment	Bendix air dryer AD-IP w/heater
Tires & Wheels	FF:315X80R22.5 BR 20 ply M860/steel wheels RR:11RX22.5 BR 16 ply L320/steel wheels
Fuel Tank	70 gallon fuel tank LH
Cab Equipment	RH drive, Compliant Fire Extinguisher, Driver/passenger air seat, Back up alarm, Rear window back of cab, Diamond plate covering seats Air conditioning, AM/FM/CD radio
Warranty	5 Year / Powertrain extended warranty 3 year / Chassis extended warranty

21.3 Specialized Body

Installed: Hopper Packer assist panel, Pederson Smart Light System, fire extinguisher with bracket, trap lights, Hopper work light, rubber on Hopper opening, camera assist lights, autoloader, composite spill plate, x-wear on packer shoes, heavy duty floor (3/16"), triangle safety kit, 5lb fire extinguisher in cab, and two tone paint.

21.4 Installed Camera System (Zone Defense or Approved Equal)

Quantity (1): 7" LCD Color Monitor (Model: M-302zd.22 1330); Power DC10-32v 6W;
S/N zd302ZD.221317451

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Quantity (1): Rear Camera & Hopper Camera (Model: CAM313C) NTSC DC 12 120; S/N ZD313C1351434
 Quantity (1): CAM.313M Side Camera, 1/3 CCD, High Resolution;5IR LED's for night vision
 IR distance: 5m; 120 Lens; Weatherproof and water resistant; Night vision distance-10m.

22.0 Automated Refuse Rear Loader Specifications

The intent of this specification is to define the minimum requirements for the purchase of six 2017 or Newer automated rear loaders.

22.1 Chassis for Automated Refuse Rear Loader PAK-MOR R325B-25 CUBIC YARD or Approved equal. Meeting the requirements of the City of Laredo.

22.2 Minimum specifications

Description	Minimum Specifications
Model	Conventional chassis; Regular Cab
Frame	10-5/8in. Steel rails, ¾ length steel inner liner
Dimensions	Approx. 227" WB, 213" CA Compatible w/Body
Front Axle	Dana Spicer E14621 14,600lb
Rear Axle	Dana Spicer DSH44 44,000lb, Tandem Axle Approx. 6.17 rear axle ratio, Hendrickson RTE-463 46,000lb suspension
Engine: Cummins or Equal Approx. HP/TQ Current EPA Compliant	330-350 HP 1000-1200 LB FT or approved equal (governed at Approx. 62mph) Engine protection shutdown High efficiency cooling system 130 Amp alternator 270 Amp alternator (with brake retarder), 2-12V dual purpose batteries Single exhaust
Transmission	Allison 3000 RDS 5 year extended warranty on transmission
Air & Trailer Equipment	Bendix AS-IS air dryer Steel painted air tanks
Tires & Wheels	FF: 11Rx22.5 BR 16ply R250F steel wheels RR: 11Rx22.5 BR 16ply L320 steel wheels
Fuel Tank	70 gallon fuel tank LH
Cab Equipment	Compliant Fire extinguisher, Driver air seats, Two Passenger bench seat, Back up alarm, Adjustable steering column, Rear window back of cab, Air conditioning
Warranty	5 Year / Powertrain extended warranty 3 year / Chassis extended warranty

22.3 Specialized Body

Installed/Mounted: Commercial 58 GPM Front Mounted Pump, Tool box, Access Door, Hopper Lights, Splash Guards, Strobe Light on Rear of Tailgate, Water Can Rack, Pitch Fork Holder, Paint-Lt blue, Two (2) Perkins Rotary Tippers (D6221), Cart Tippers. REF: BUYBOARD #357-10, Item #27.

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23.0 Grapple Dump Body Truck Specifications

The intent of this specification is to define the minimum requirements for the purchase of three 2017 or newer Grapple Dump Body Truck.

23.1 Cab and Chassis Minimum Specifications

GVWR	66,000#
Engine, Diesel Hp/Torque Cummins L9 or Equal	370 HP/1250 lb ft, Engine Shutdown, HD Air Cleaner, Spin on oil/Fuel Filters, HD Cooling, Single Horizontal Exhaust, Water Separator(s), Throttle Control,
Emissions/Federal	EPA Compliant/All Federal Requirements
Transmission, Automatic	ALLISON 3000 RDS, Close ratio 6 speed
Front Axle, Dana/Suspension	20,000# W/Shocks
Rear Axle, Dana/Suspension	46,000#, R-Series Tandem, Approx Ratio 5.63
Tires/Wheels	Frt. 315/80R/22.5 20 Ply (Michelin or Equal) W/22.5x9 10 Hub Steel Disc. Rear 11R/22.5 16 Ply(Michelin or Equal) W/22.5x8.25 10 Hub Steel Disc.
Brakes, Air	Anti-lock, 18.7 CFM Compressor, Dryer, Slack adjusters, Drain valves, Parking Brake
Frame	¼" 'C' Channel, Inner Frame Reinforcement, Backup alarm, Tow Hooks
Wheelbase/Ca/Af Approx	264"/198" CA/42.7" BA
Fuel Tank	100 GAL, Aluminum, Top draw, Single /Dual
Electrical	(2) Batteries, 1850 CA Total, 12V, 120 Amp , Alternator, Steel Battery Box, Body Builder Wiring
Cab	Air Cond., AM/FM/CD, Deluxe Int., Air Horn, PWR Steering, Cruise, Tinted Windows, Tilt Steer., Remote Engine control, DOT Lighting Compliant 5# Fire Extinguisher
Gauges	Oil, Water, Temperature, Fuel, Tachometer, Voltmeter, Trans. Oil Temp., Warning-low Fuel, Oil, coolant, Battery.

23.2 40 cu. Yd. Dump Body Specifications

General	26'5" Reach (Centerline to Rotation), 21'2" (Main Boom & Tip Boom), 4' (Extension).
Dump Body Hoist	46 Ton Capacity, Lifting Capacity-10' Radius 9,260 lbs., 15' - 5,870 lbs, 20' - 4,410 lbs. 25'-3,180 lbs. @ 5' Elevation
Misc/Additional	HD Swing Motor SAI, Stationary Top Mount Controls, Outrigger Rubber Pads, All purpose Clamshell bucket w/48" wide w/64" Open width, Reflective Tape Outriggers, Boom-up Warning Lt/Audible Alarm, Trash Body, Continuous Welds-Side Stakes, PI Self-Winding Load Covering Device, Barn Doors, Steel Wire Conduit, Locking Door Inside Body Toolbox, Amber LED Flashers in Rear Post, 15 LED Body Lights (15), Double Wire Braided Hoses, Loader Enamel PI Orange, PI Black Body Color.

24.0 Street Sweeper Specifications

The intent of this specification is to define the minimum requirements for the purchase of two 2017 or Newer Street Sweeper.

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24.1 Minimum Specifications

Emissions	Current EPA Compliant
Engine/HP/Torque	Diesel/210-240 hp/560-600 lb-ft
Wheelbase	165", 98" CA Compatible w/ TYMCO Sweeper
Transmission	Allison 2500 RDS-P 6 Speed Auto w/Double OD, less PTO, Synthetic oil, Trans Temp in Cab Gage or Equivalent.
Front Axle/Suspension	10,000# w/Dust shields/10,000# Suspension
GVWR	31,000# GVW
Rear Axle	21,000# 2 Speed, Approx. Ratio 7.17/9.77
Rear Suspension	31,000#vari-rate w/4500lb Aux Rubber springs
Brakes	Dual Air Brakes/13.2 CFM Compressor/Rear Brake, Chambers relocated to rear for adjustment access
Frame/Steering/Exhaust	13.52 S.M.,50,000 PSI/Special Frame Piercing/Integral, Power steering/RH Side Single Horizontal Exhaust
Air Cleaner	Service Protection element, Restriction Indicator, In Instrument Panel
Electrical	(2) 12V 1300 CCA HD Batteries, 120 Amp Alternator
Tires/Wheels	(6)11Rx22.5 Tubeless 14PR, Dual Rear/10 Hole Disc Wheels 22.5X8.25 DC
Gauges	Voltmeter, Temp., Fuel, Tachometer, Oil Press & Odometer W/Hour Meter
Fuel Tank	51 Gallon (Provided by TYMCO)
Cab/Misc.	Fontaine Dual Sit Down Drive, Tilt Steering Wheel, Full IH Flat Instrument Panel, RH side Electric Remote Control Electric Mirrors, AM/FM/Clock, Air Conditioner, Cigar lighter type Power Source, 2 Sp. Elec. Wipers/ Washers Adjustable Individual High Back Bucket Cloth Seats w/Lumbar Deluxe Cab w/Grab Handles , Dome Light, Tinted Windows, Color White, Back up Alarm, Compliant Fire Extinguisher.
7.3 cu. Yd. Volumetric Capacity Regenerative Air Sweeper Stainless Steel Hopper/High Capacity Dust Sep., Diesel Powered Power Unit, Current EPA Compliant	Abrasion Prot. Pkg., 8" Aux, Hand hose, Broom Asst. Pickup head, gutter broom, tilt adjuster-left/right., variable speed gutter brooms, pickup head curtain lifter, reverse pickup head system, A.O.D Wash down system-2 Cameras, Aux. Hydraulic System, AWTI Camera/Monitor System-2 Cameras, Comdex pkg., H.O Water, Hopper Deluge, LED Traffic Directing light, additional nozzle w/sep switch-RGB & Hopper, pickup head pressure inlet water injection system, 2-12" Parabolic Mirrors, SS Blower Housing, SS Split Hopper Screen, 4 LED floodlights-2GB/2-Rear, In Cab Dump Switch, Stop/Turn/Tail/Clearance LED Lights, Skid Bumper Ext. Set (2), Frt. Bumper Spray bar, Hopper Suction Throat Liner w/inlet wear flange

25.0 Articulated Dump Truck Specifications

The intent of this specification is to define the minimum requirements for the purchase of one 2017 or Newer Articulated Dump Truck. CAT 730C or Equivalent

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	Minimum Specifications
Engine net power	Minimum 367 hp (274 kW) according to SAE J1349
Engine gross power	Minimum 375 hp (280 kW) according to SAE J1995
Operating weight	No load minimum 53,131 lb (24,100 kg).
	Operating weight for a loaded machine shall be 114,860 lb (52,100 kg).
Capacity	Shall be at least 17.7 cubic yards (13.5 cubic meters).
	Heaped SAE 2:1 capacity shall be at least 23 cubic yards (17.5 cubic meters).
	Heaped SAE 1:1 capacity shall be at least 26.2 cubic yards (20 cubic meters).
	Rated payload shall be at least 31 tons (28.1 tons).
Engine	375 hp (280 kW) per SAE J1349 with a minimum displacement 13 liters. Tier IV/Stage IV emission specifications for the U.S. (EPA) and Europe. Minimum two-stage air cleaner with service indicator lamp on the instrument panel.
Cooling system	Remote mounted radiator with a hydraulic variable speed fan demand system that is thermostatically controlled by an engine temperature sensor.
electrical	24-volt electrical system, alternator minimum rating of 75 amps,. Batteries minimum of 100 hour per battery.
	A remote start receptacle with a ground level shut off shall be standard.
Transmission Specs	Auto shift six speed transmission.
	The transmission shall have an integral hydraulic retarder that has operator selectable multi levels of retarding.
	maximum forward speed of not less than 34 mph.
	maximum reverse speed of not less than 6 mph.
	The torque converter shall have automatic lock-up in all forward gears.
	The OTG shall have an operator selectable longitudinal driveline differential with a 100% lock-up on the go clutch.
Steering Specs	The steering shall be a cushioned steering system with a hand metering unit, a single load sensing variable displacement piston pump, two double-acting cushioned steer cylinders that allow a minimum 45° of right or left articulation angle. An electronic secondary steering system, which meets ISO 5010 at gross vehicles weight, shall be provided.
Radius	The SAE turning radius shall be no more than 285.6 in (7254 mm).
Brakes Specs	The service brakes shall consist of a dual circuit system with hydraulic accumulators, one for the front axle and one for the center and rear axle.
	hydraulic applied dry disc brakes on the front, center and rear axles. Braking shall comply with ISO 3450 and SAE J1473 at the gross vehicle weight.
	oil released disc brake with hydraulic accumulator located on the center axle, and shall be independent of the service brakes.
HYDRAULIC SYSTEM	
Hydraulic System	The hydraulic system shall consist of a engine driven load sensing variable displacement piston pump for steering, engine driven gear pump for hoist and brake cooling, variable speed hydraulic engine cooling fan, hydraulic driven cooling fan system.
	The hauler shall have grouped hydraulic system test ports in on location for the following systems: steering, hoist, brake, cooling fan.
	Ejector cylinder and blade with integrated spillguard shall be standard and factory installed.
Tailgate	The body tailgate shall be hydraulically operated automatically with one control automatically used in conjunction with the ejector cylinder functions.
Axle	All axles shall have an operator selectable differential lock with a 100% lock on the go wet clutch with remote mounted axle breathers.

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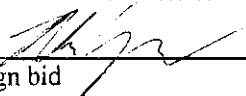
30.0 **Tab A – Bidder Information Questionnaire**

Bidder Information/Business Questionnaire:

Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

Name of Offeror (Business) Santex Truck Centers, LTD

Signature  Date 12/13/17
of person authorized to sign bid

Print Name Mes Gonzalez
of person authorized to sign bid

Title: Transportation Specialist

Business Address: 1380 Ackerman Road

City, State, Zip Code: San Antonio, TX 78219

Telephone Number: 210-661-8371 Fax Number: 210-661-0226

Contact Person Email Address: wgonzalez@kyrishtrucks.com

Federal Tax ID Number: 74-2235071

Bidders Principal/Corporate Place of Business Address: 1380 Ackerman Rd. San Antonio, TX 78219

Indicated Status of Business:
Corporation Partnership Sole Proprietorship Other:

If other state business status: _____

State how long under its present business name: 11 YEARS

If applicable, list all other names under which the Business identified above operated in the last five years.

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes No

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Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No

Is any litigation pending against the Business? Yes / No

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business:

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

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31.0 Tab B Price Schedule

31.1 Section IA – Dump Trucks (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- 14 yard Dump Truck (6x4) as per Specifications – 19.0	7	\$ 91,382.17	\$ 639,675.19
		Section IA Total	\$

Make and Model: International 4400 SBA 6x4 (Davis Dump Body)

Model Year: 2018

Estimated Time of Delivery: 150 Days

**** The quantities are estimates and are based on the best available information ****

Section IB – Dump Trucks (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- 14 yard Dump Truck (6x4) as per Specifications – 19.0	7	\$ 93,112.17	\$ 651,785.19
		Section IA Total	\$

Make and Model: International 4400 SBA 6x4 (Warren Dump Body)

Model Year: 2018

Estimated Time of Delivery: 150 Days

Type of Contract: Standard

Contract Number: FY2018-021-1

List the Cooperative Purchasing Program and Contract Number: Heavy Duty Trucks FY18-021

Company Name: Santex Truck Centers

Owner/President Name: Wayne Kyvish

Company Address: 1380 Ackerman

City, State, Zip Code: San Antonio, TX 78219

Company Authorized Representative's Signature: [Signature]

Company Representative's Name: Wes Gonzalez

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

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31.2 Section IIA – Dump Trucks (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- 16 yard Dump Truck as per Specifications – 20.0	2	\$ 129,723.44	\$ 259,446.88
		Section IA Total	\$

Make and Model: International HX620 6x4 (Davis Dump Body)

Model Year: 2017

Estimated Time of Delivery: 150 Days

*** The quantities are estimates and are based on the best available information ***

Section IIB – Dump Trucks (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- 16 yard Dump Truck as per Specifications – 20.0	2	\$ 130,988.44	\$ 261,976.88
		Section IA Total	\$

Make and Model: International HX620 6x4 (Warren Dump Body)

Model Year: 2017

Estimated Time of Delivery: 150 Days

Type of Contract: _____

Contract Number: FY18-021-2

List the Cooperative Purchasing Program and Contract Number: Heavy Duty Trucks FY18-021

Company Name: Santex Truck Centers

Owner/President Name: Wayne Kyrrish

Company Address: 1380 Ackerman Rd.

City, State, Zip Code: San Antonio, TX 78219

Company Authorized Representative's Signature: 

Company Representative's Name: Wes Gonzalez

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

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31.3 Section IIIA – Automated Refuse Side Loader (Cab & Chassis Only) (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Automated Refuse Side Loader (Cab & Chassis) as per Specifications – 21.2	6	\$ _____	\$ _____

Make and Model: N/A

Model Year: N/A

Estimated Time of Delivery: N/A Days

****** The quantities are estimates and are based on the best available information ******

Section IIIA – Automated Refuse Side Loader (Cab & Chassis Only) (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Automated Refuse Side Loader (Cab & Chassis) as per Specifications – 21.2	6	\$ _____	\$ _____

Make and Model: N/A

Model Year: N/A

Estimated Time of Delivery: N/A Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

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31.4 Section IVA – Automated Refuse Side Loader (Body Only) (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Automated Refuse Side Loader (Body) as per Specifications – 21.3 & 21.4	6	\$ _____	\$ _____

Make and Model: N/A

Model Year: _____

Estimated Time of Delivery: _____ Days

****** The quantities are estimates and are based on the best available information ******

Section IVA – Automated Refuse Side Loader (Body Only) (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Automated Refuse Side Loader (Body) as per Specifications – 21.3 & 21.4	6	\$ _____	\$ _____

Make and Model: N/A

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.5 Section VA – Automated Refuse Rear Loader (Cab & Chassis Only) (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Automated Refuse Rear Loader (Cab & Chassis) as per Specifications – 22.1 & 22.2	6	\$ 89,733.88	\$ 538,403.28

Make and Model: International 7400 SBA 6x4

Model Year: 2018

Estimated Time of Delivery: 85 Days

****** The quantities are estimates and are based on the best available information ******

Section VA – Automated Refuse Rear Loader (Cab & Chassis Only) (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Automated Refuse Rear Loader (Cab & Chassis) as per Specifications – 22.1 & 22.2	6	_____	_____

Make and Model: N/A

Model Year: N/A

Estimated Time of Delivery: N/A Days

Type of Contract: Standard

Contract Number: FY 2018-021-3

List the Cooperative Purchasing Program and Contract Number: Heavy Duty Trucks FY18-021

Company Name: Santex Truck Centers

Owner/President Name: Wayne Kyrish

Company Address: 1380 Ackerman

City, State, Zip Code: San Antonio, TX 78219

Company Authorized Representative's Signature: 

Company Representative's Name: Wes Gonzalez

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.6 Section VIA – Automated Refuse Rear Loader (Body Only) (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Automated Refuse Rear Loader (Body) as per Specifications – 22.3	6	\$ _____	\$ _____

Make and Model: N/A

Model Year: _____

Estimated Time of Delivery: _____ Days

****** The quantities are estimates and are based on the best available information ******

Section VIA – Automated Refuse Rear Loader (Body Only) (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Automated Refuse Rear Loader (Body) as per Specifications – 22.3	6	\$ _____	\$ _____

Make and Model: N/A

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.7 Section VIIA – Grapple Dump Truck (Cab and Chassis Only) (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Grapple Dump Truck (Cab and Chassis) as per Specifications – 23.1	3	\$ 91,371.82	\$ 274,115.46

Make and Model: International 7500 SBA 6x4

Model Year: 2018

Estimated Time of Delivery: 85 Days

****** The quantities are estimates and are based on the best available information ******

Section VIIA – Grapple Dump Truck (Cab and Chassis Only) (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Grapple Dump Truck (Cab and Chassis) as per Specifications – 23.1	3	_____	_____

Make and Model: N/A

Model Year: N/A

Estimated Time of Delivery: N/A Days

Type of Contract: Standard

Contract Number: FY18-021-4

List the Cooperative Purchasing Program and Contract Number: Heavy Duty Trucks FY18-021

Company Name: Santex Truck Centers

Owner/President Name: Wayne Kyriak

Company Address: 1380 Ackerman Road

City, State, Zip Code: San Antonio, TX 78219

Company Authorized Representative's Signature: 

Company Representative's Name: Wes Gonzalez

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.8 Section VIII A – Grapple Dump Truck (Body Only) (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Grapple Dump Truck (Body) as per Specifications – 23.2	3	\$ _____	\$ _____

Make and Model: N/A

Model Year: _____

Estimated Time of Delivery: _____ Days

****** The quantities are estimates and are based on the best available information ******

Section VIII A – Grapple Dump Truck (Body Only) (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Grapple Dump Truck (Body) as per Specifications – 23.2	3	\$ _____	\$ _____

Make and Model: N/A

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

31.9 Section IXA – Street Sweeper (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Street Sweeper as per Specifications – 24.0	2	\$ _____	\$ _____

Make and Model: N/A

Model Year: _____

Estimated Time of Delivery: _____ Days

****** The quantities are estimates and are based on the best available information ******

Section IXA – Street Sweeper (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Street Sweeper as per Specifications – 24.0	2	\$ _____	\$ _____

Make and Model: N/A

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.10 Section XA – Articulated Dump Truck (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Articulated Dump Truck as per Specifications – 25.0	1	\$ _____	\$ _____

Make and Model: N/A

Model Year: _____

Estimated Time of Delivery: _____ Days

****** The quantities are estimates and are based on the best available information ******

Section IXA – Articulated Dump Truck (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Articulated Dump Truck as per Specifications – 25.0	1	\$ _____	\$ _____

Make and Model: N/A

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

32.0 Tab C- Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040**, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

None

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

None
Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

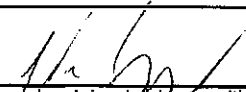
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

7 
Signature of vendor doing business with the governmental entity

12/14/17
Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CITY OF LAREDO
PURCHASING DIVISION
AFFIDAVIT

33.0 Tab D

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Wes Gonzalez
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

[Signature]
Signature of:

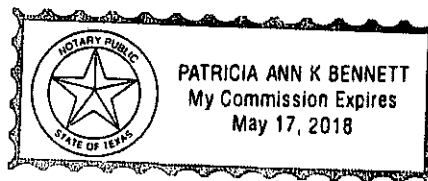
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 11th day of December 2017.

[Signature]
Notary Public

My commission expires:

5-17-18



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 USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Santex Truck Centers
San Antonio, TX United States

Certificate Number:
2017-292358

Date Filed:
12/09/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Laredo

Date Acknowledged:

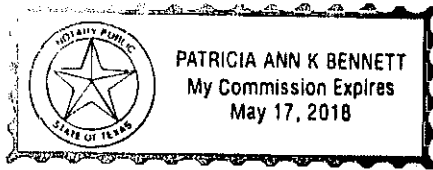
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
FY18-021
Heavy Duty Trucks - City of Laredo

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Santex Truck Centers	San Antonio, TX United States	X	

5 Check only if there is NO interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



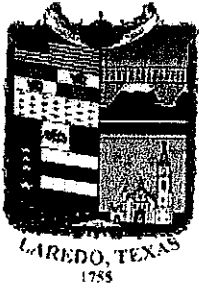
[Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Wes Gonzalez, this the 13 day of Dec, 2017, to certify which, witness my hand and seal of office.

[Signature] Patricia Ann K. Bennett A/P-A/P
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath



City of Laredo

Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 of the City's Ethics Code.

*This is a New Submission or Correction or Update to previous submission.

***1. Name of person submitting this disclosure form:**

First: Wes M.I. Last: Gonzalez Suffix:

***2. Contract Information:**

a) Contract or project name: FY18-021 Heavy Duty Trucks - City of Laredo

b) Originating department: Purchasing Division

***3. Name of individual(s) or entity(ies) seeking a contract with the city (the parties to the contract):**

Santex Truck Centers

***4. Is an individual, partner, parent, or subsidiary business entity(ies) of the contracting party(ies) also a contractor?**

Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

Names of partner, parent, or subsidiary business entities:

***5. List any individuals or entities that will be subcontractors on this contract:**

Not applicable. No subcontractors will be retained for this contract.

Subcontractors may be retained, but have not been selected at the time of this submission.

List of subcontractors:

***6. List any attorneys, lobbyists, or consultants have been retained to assist in seeking this contract:**

Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.

List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

4. Disclosure of Political Contributions

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council any candidate for City Council, or to any political action committee that contributes to City Council elections:

- a) any individual seeking contract with the city (Question 3)
- b) any owner or officer of entity seeking contract with the city (Question 3)
- c) any individual or owner or officer of any entity listed above as a partner, parent, or subsidiary business (Question 4)
- d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
- e) the spouse of any individual listed in response to (a) through (d) above
- f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

List of contributors:

5. Disclosure of Contract Updates

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

6. Disclosure of Conflicts of Interest

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/ commission member that has not or will not be raised by these city officials?

I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflicts(s) of interest:

7. Contract Updates

Updates Required
I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

No Contact with City Officials or Staff during Contract Evaluation
I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: Wes Gonzalez Title: Transportation Specialist

Company Name or DBA: Santex Truck Centers Date: 12/11/17

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.

If necessary to mail, sent to:

City of Laredo

P.O. Box 579

Laredo, Texas 78042-0579

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
SANTEX TRUCK CENTERS; LTD

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ **C**
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
1380 ACKERMAN RD.

6 City, state, and ZIP code
SAN ANTONIO, TEXAS 78219

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
or										
Employer identification number										
7	4		-	2	2	3	5	0	7	1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶ 12/14/17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**CITY OF LAREDO
PURCHASING DIVISION**

35.0 Tab F – Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

Implementation of House Bill 1295

28.1 Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

28.2 Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

CITY OF LAREDO
PURCHASING DIVISION

36.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M** on **December 14, 2017**; and all bids received will be opened and read publicly at **3:00 PM** at the Office of the City Secretary on **December 15, 2017**.

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Heavy Duty Trucks – City of Laredo
FY18-021**

Bids are to be mailed: City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78042-0579

Hand Delivered: City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

#13

RECEIVED

2017 DEC 14 PM 1:15

CITY SECRETARY'S OFFICE

Heavy Duty Trucks-City of Laredo FY18-021

City of Laredo-City Secretary

C/O Jose A. Valdez Jr.

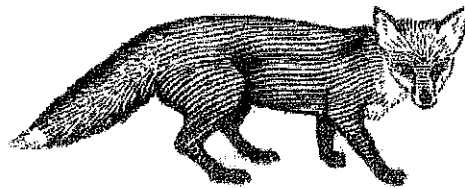
City Hall-Third Floor

1110 Houston Street

Laredo, TX 78040

12/15/17 3:00pm





FOX TRUCK WORLD LLC

965 FM 1516 S.

SAN ANTONIO, TX 78263

#5

BID

Heavy Duty Trucks – City of Laredo FY18-021

Due Date: 5:00PM on December 14, 2017

Bid Number: FY18-021

Bid Title: Heavy Duty Trucks – City of Laredo

Bid Opening: 3:00PM on December 15, 2017

CITY OF LAREDO
PURCHASING DIVISION

30.0 **Tab A – Bidder Information Questionnaire**

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

Name of Offeror (Business) Fox Truck World LLC

Signature [Signature] Date 12/13/2017
of person authorized to sign bid

Print Name Romie C Fox Jr.
of person authorized to sign bid

Title: Owner

Business Address: 965 FM 1516 S.

City, State, Zip Code: San Antonio, Tx 78263

Telephone Number: 210-648-1660 Fax Number: 866-388-6220

Contact Person Email Address: romie@foxtruckworld.com

Federal Tax ID Number: 27-3422969

Bidders Principal/Corporate Place of Business Address: _____

Indicated Status of Business:
Corporation _____ Partnership _____ Sole Proprietorship LLC Other: _____

If other state business status: _____

State how long under its present business name: October 2010

If applicable, list all other names under which the Business identified above operated in the last five years.

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

CITY OF LAREDO
PURCHASING DIVISION

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No

Is any litigation pending against the Business? Yes / No

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business:

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

**CITY OF LAREDO
PURCHASING DIVISION**

31.4 Section IVA – Automated Refuse Side Loader (Body Only) (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Automated Refuse Side Loader (Body) as per Specifications – 21.3 & 21.4	6	\$ 115,879.75	\$ 695,278.50

Make and Model: GS Products CS-9131A 31yd.

Model Year: 2018

Estimated Time of Delivery: 60-90 Days After Chassis Delivery

**** The quantities are estimates and are based on the best available information ****

Section IVA – Automated Refuse Side Loader (Body Only) (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Automated Refuse Side Loader (Body) as per Specifications – 21.3 & 21.4	6	\$ 119,491.75	\$ 716,950.50

Make and Model: GS Products CS-9153A 33yd.

Model Year: 2018

Estimated Time of Delivery: 60-90 Days After Chassis Delivery

Type of Contract: Buy Board

Contract Number: 516-16

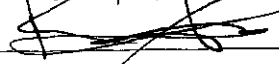
List the Cooperative Purchasing Program and Contract Number: Buy Board 516-16

Company Name: Fox Truck World LLC.

Owner/President Name: Romie Fox Jr.

Company Address: 965 FM 1516 South

City, State, Zip Code: San Antonio, Tx. 78263

Company Authorized Representative's Signature: 

Company Representative's Name: Romie Fox Jr.

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Romie C Fox Jr.
Name

[Signature]
Signature

12-13-2017
Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date

CITY OF LAREDO
PURCHASING DIVISION
AFFIDAVIT

33.0 Tab D

Project:

Form of Non-Collusive Affidavit

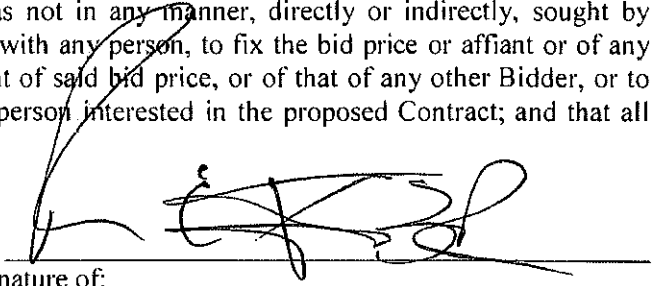
AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Romie C. Fox Jr.
(a Partner or officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

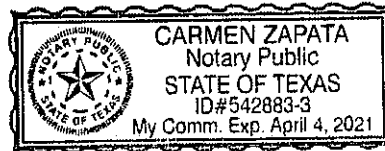


Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 13th day of Dec 2017.

Carmen Zapata
Notary Public

My commission expires:
4-4-2021



CITY OF LAREDO
PURCHASING DIVISION

34.0 Tab E



City of Laredo Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 if the City's Ethics Code.

*This is a New Submission or Correction or Update to previous submission.

***1. Name of person submitting this disclosure form.**

Romie	C	Fox	Jr.
First	M.I.	Last	Suffix

***2. Contract Information.**

a) Contract or Project name(s): Heavy Duty Trucks - City of Laredo FY 18-021

b) Originating Department(s): Finance Department - Purchasing Division - Fleet Department

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

<u>Romie C Fox Jr.</u>			
Name (Print)	Signature	Name (Print)	Signature
_____	_____	_____	_____
Name (Print)	Signature	Name (Print)	Signature
_____	_____	_____	_____
Name (Print)	Signature	Name (Print)	Signature
_____	_____	_____	_____
Name (Print)	Signature	Name (Print)	Signature
_____	_____	_____	_____

***4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

Name of partner, parent, or subsidiary business entity(ies): _____

**CITY OF LAREDO
PURCHASING DIVISION**

***5. List any individuals or entities that will be subcontractors on this contract.**

Not applicable. No subcontractors will be retained for this contract.

Subcontractors may be retained, but have not been selected at the time of this submission.

List of subcontractors: _____

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract: _____

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

- a) Any individual seeking contract with the city (Question 3)
- b) Any owner or officer of entity seeking contract with the city (Question 3)
- c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
- d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
- e) The spouse of any individual listed in response to (a) through (d) above
- f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

List of contributors: _____

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

**CITY OF LAREDO
PURCHASING DIVISION**

I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest: _____

***Acknowledgements**

Updates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

No Contract with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Romie C Fox Jr.

Name (Print)

Signature

Owner

Title

Fox Truck World LLC

Company or DBA

12-13-17

Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

HW
egor



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS**

#3

**HEAVY DUTY TRUCKS
CITY OF LAREDO**

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a contract for the purchase of heavy duty trucks for the City of Laredo.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M** on **December 14, 2017**; and all bids received will be opened and read publicly at **3:00 PM** at the Office of the City Secretary on **December 15, 2017**.

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Heavy Duty Trucks – City of Laredo
FY18-021**

Bids are to be mailed:
**City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78042-0579**

Hand Delivered:
**City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

CITY OF LAREDO
PURCHASING DIVISION



**City of Laredo
Purchasing Division**

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for the purchase of heavy duty trucks for various City of Laredo Departments. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on December 14, 2017** and all bids received will be **opened** and read publicly on **December 15, 2017 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

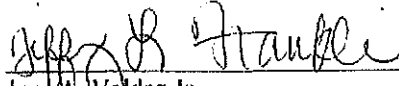
**BID: Heavy Duty Trucks – City of Laredo
FY18-021**

Bids are to be mailed:
City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 16th DAY OF NOVEMBER 2017.


Jose A. Valdez Jr.
for: City Secretary

CITY OF LAREDO
PURCHASING DIVISION

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.
- (b) **Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.**
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum.
- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- (f) **The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.**

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.
- (c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract.

CITY OF LAREDO
PURCHASING DIVISION

A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven calendar days prior to the scheduled bid deadline a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum may be e-mailed or obtained online at the City of Laredo website for bids. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

- (a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
 - (b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
 - (c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
 - (d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

- (a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
- (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

- a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated.

**CITY OF LAREDO
PURCHASING DIVISION**

The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services.

Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

- (a) This contract will be awarded by sections to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. **The City of Laredo reserves the right to select either Option 1 or Option 2 per section.**
- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
- (e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
- (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
 3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

- (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
- (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.
- (e) For any inquires on payment status or general billing questions please contact:

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Jorge J. Jolly, Accounts Payable Manager
956-791-7328

jjolly@ci.laredo.tx.us

1110 Houston St. Laredo, TX 78040

12.0 INSURANCE REQUIREMENTS (Not required for this contract)

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) ****Upon Award of Bid Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached) **Not applicable for this contract*******

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

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The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

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**Formal Invitation for Bids
Heavy Duty Trucks**

15.0 Scope of Work

All questions in reference to this request must be submitted in writing and or delivered electronically to the address stated below on or before the required due date. Written answers to the questions will be provided to all respondents in accordance with the schedule of events. Questions received after the deadline for submitting questions will not be answered. The trucks and equipment must be new **2017** models or newer, unused and meet all safety requirements in accordance to Federal, ICC, and State Highway Regulations.

15.1 All questions for this bid shall be submitted in writing or by email no later than, November 29, 2017 to:

Enrique Aldape III, Administrative Assistant II
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041
Email: ealdape@ci.laredo.tx.us

15.2 For additional questions regarding these specifications please contact:

Contact	Phone#	Email
Jack Dunn	(956) 724-6455	jdunn@ci.laredo.tx.us
Heberto "Beto" L. Ramirez	(956) 727-6451	hramirez@ci.laredo.tx.us

15.3 All heavy duty trucks must be delivered, prepaid, F.O.B., City of Laredo - Fleet Maintenance facility, 1102 Bob Bullock Loop, Laredo, Texas.

16.0 Contract Provisions

16.1 All equipment must be delivered, prepaid, F.O.B., City of Laredo - Fleet Maintenance facility, 1102 Bob Bullock Loop, Laredo, Texas. Unit shall be assembled, adjusted and made ready for continuous operation at time of delivery. All necessary equipment for efficient operation shall be furnished whether or not it is specifically mentioned in this specification. The trucks and equipment will be either shipped on an appropriate lowboy tractor trailer or driven by a qualified driver from the manufacturer's facility to the purchasers designated destination at the manufacturer's expense.

16.2 Equipment is to be pre-delivery serviced and inspected in accordance with State inspection requirements with inspection sticker attached. Sales through authorized franchised dealer: contractor shall comply with Texas laws governing the sale of new motor vehicles, specifically section "Sale of New Motor Vehicles", Vernon's Texas Civil Statutes article 4413 (36). The cost of compliance shall be the responsibility of contractor. Any entity that manufactures, distributes, converts new motor vehicles or is in the business of buying, exchanging, or selling new motor vehicles is required to be licensed by the Motor Vehicle Division of the Texas Department of Transportation (TxDOT).

16.3 Logos and decals: Do not place decals or markings of any type pertaining to advertisement other than the manufacturer's name or model designation normally installed by manufacturer on equipment delivered to municipal governments.

16.4 TAX, TITLE, AND LICENSE: All equipment purchase prices shall exclude tax, title, and license fees.

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17.0 WARRANTY

The vehicle must be covered by the manufacturer's standard new equipment warranty which will be honored by any of the manufacturer's authorized dealers. This warranty shall be comparable to or better than those offered to the general public. Provided the machine is properly serviced, maintained, and operated under normal conditions and according to the manufacturer's instructions.

Warranty Center: H&V Equipment Services, Inc.

4402 Hwy 77 Corpus Christi TX 78410

Address: _____

Phone Number: 361-241-3033

Service Manager: Henry Castro

18.0 Equipment Qualifications

If you are considering utilizing equipment not listed as approved, submit sufficient documentation with your bid package for the Fleet and Purchasing Department to make a determination for an approved equal product. Failure to submit all required documentation or submittals for an approved equal consideration will be cause for rejection. Items requiring photo documentation are noted in the appropriate sections below.

19.0 14 Yard Dump Truck Cab and Chassis

The intent of this specification is to define the minimum requirements for the purchase of 2017 or newer Seven - 14 yard dump trucks (6x4).

19.1 Chassis Minimum Specifications Diesel Powered

Conventional Cab with end dump body

Current EPA Compliant

Description	Minimum Requirements
Engine: Cummins or Equal Approx. HP/TQ	350hp/950ft lbs W/Engine Protection Shutdown/Idle Shutdown
Speed Limit	Maximum 67 To 69 Mph W/Cruise Control -Approx.
Automatic Transmission	Allison 3500 RDS-P Rugged Duty Service 6 Speed. Or Equivalent
GVWR	56,000# To 60,000#
Front Axle	14,600# Dana Spicer W/Shocks Or Equivalent
Steering	Power
Rear Axle	40,000# Dana Spicer Tandem , 40,000 Lb Hub Rating Or Equivalent
RR Axle Ratio	Approx. 6.17
Front Tires	11RX22.5 16pr
Rear Tires	11RX22.5 16pr
Steel Wheels	22.5x8.5 Front & Rear
Air Cleaner	Extra Heavy Duty Dry Type
Fuel Tank	100 Gal Aluminum Single Or Dual
Cab	Severe Service W/Air conditioning
Steering Column	Adjustable
Gauges	Fuel, Alt, Oil, Trans Oil, Air, Etc.
Mirrors	Stainless Steel 7"X16" Convex Mirror OVRT RH Door (2) 8" SS

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	Mirror
Air Horn	24.5 Chrome/Round W/Polished Horn Shield
Radio	AM/FM/CD
Wipers	Electric Intermittent
Fire Extinguisher	Compliant
Misc	Cigar Lighter/Ashtray, Triangle Reflector Kit, Backup Alarm
Cab Ext/Interior	White W/Grey Or Black Interior

19.2 Dump Body Specifications 14 Cu. Yd.

Description	Minimum Requirements
Steel End Dump Body	15ft. Ox Bodies Brand Or Equivalent
Tank	Front Mount Rear Hinge
Sides	42" 10 Ga. Steel Ribbed, Slanted Back
Main Frame	8"X2" Rec. Tubing
Cross Members	12" Centers, 1.5x3 Tubing
Controls	Tailgate, Air
Floor	3/16" Hardox-400 Or Equivalent
Cylinder	Commercial 74135
Gate/Cab	56" Front Gate 10 Ga. Cab Ht. 76"
Cab Shield	24" Narrow & Center
Tailgate	50" 3/16" Plate
Hoist	Double Arm 10" W/3"#80 Pipe Extra Hvy.
Controls	Cable/Pump/Elec./Hyd./PTO
Pump	C102-D-2.5 D/Mt. C/W Or Equivalent
P.T.O.	Cs20-A1007-H3dx Or Equivalent
Tarp	Aluminum Arms Semi Auto. Vinyl
Boards	8" Wood
Attachment	50 Ton PINTLE Hook W/7-Way Connector
Paint	Light Blue

20.0 16 Yard Dump Truck Cab and Chassis

The intent of this specification is to define the minimum requirements for the purchase of 2017 or newer Two - 16 yard dump trucks (6x4).

20.1 Chassis Minimum Specifications Diesel Powered

Conventional Cab with end dump body
Current EPA Compliant

Description	Minimum Requirements
Engine Cummins X15 485HP/TQ or Equivalent	485hp/1650ft Lbs W/Engine Protection Shutdown/Idle Shutdown
Speed Limit	Maximum 67 To 69 Mph W/Cruise Control -Approx.
Automatic Transmission	Allison 4500 RDS-P Rugged Duty Service 5 Speed. Or Equivalent

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GVWR	58,000# To 60,000#
Front Axle	18,000# Dana Spicer W/Shocks Or Equivalent
Steering	Power
Rear Axle	40,000# Meritor MT-040-14X-4DER, Tandem w/Driver controlled Locking Differential or Equivalent
RR Axle Ratio	Approx. 4.33
Front Tires	385/65R 22.5 Load Range J MSA (Goodyear or Equal)
Rear Tires	11RX22.5 Load Range H G751MSA (Goodyear or Equal)
Wheels	Front Disc 22.5x12.25 Aluminum 10 Stud; Rear Dual Disc, 22.5x8.25 Rims Powder Coat steel 10 Stud
Air Cleaner	Extra Heavy Duty Dry Type
Fuel Tank	100 Gal Aluminum Single Or Dual
Cab	Severe Service W/Air conditioning
Steering Column	Adjustable
Gauges	Fuel, Alt, Oil, Trans Oil, Air, Etc.
Mirrors	Stainless Steel 7"X16" Convex Mirror OVRT RH Door (2) 8" SS Mirror
Air Horn	24.5 Chrome/Round W/Polished Horn Shield
Radio	AM/FM/CD
Wipers	Electric Intermittent
Fire Extinguisher	Compliant
Misc	Cigar Lighter/Ashtray, Triangle Reflector Kit, Backup Alarm
Cab Ext/Interior	White W/Grey Or Black Interior

20.2 Dump Body Specifications 16 Cu. Yd.

Description	Minimum Requirements
Steel End Dump Body	16ft. Warren FLS Or Equivalent
Tank	Front Mount Rear Hinge
Sides	42" 10 Ga. Steel Ribbed, Slanted Back
Main Frame	7" Structural Channel
Cross Members	4" Structural Channel 12" C/L
Controls	Tailgate, Air
Floor	3/16" Hardox-450 Or Equivalent
Cylinder	MUNCIE 74135
Gate/Cab	48" Front Gate
Cab Shield	24" Narrow & Center to Fit Truck
Tailgate	48" 3/16" Plate
Hoist	Front Telescopic
Controls	Full Air Controls
Pump	Permeo Air Shift
P.T.O.	MUNCIE or Equivalent
Tap	Aluminum Arms Donovan or Equivalent

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Boards	3/16" Formed Steel
Attachment	50 Ton PINTLE Hook W/7-Way Connector
Paint	Light Blue

21.0 Automated Refuse Side Loader Specifications

The intent of this specification is to define the minimum requirements for the purchase of six, 2017 or newer side loaders.

21.1 Chassis for Automated Refuse Side Loader AUTOREACH Model 3147 or Approved equal.

21.2 Minimum specifications

Description	Minimum Specifications
Model	Cab over chassis; Class 8 Truck
Frame	10-3/4 in Steel rails, with Full steel inner liner, Frame rail minimum 120,000 psi, FEPTO provision, 9 in. bumper extension, two solid mount FEPTO hooks
Dimensions	Approx. 225" WB, 222" CA, 54" AF Compatible w/body
Front Axle	Dana Spicer DF2000F 20,000lb
Rear Axle	Dana Spicer D46-170 HP 46,000lb, 6.14 rear axle ratio, approx. Hendrickson RTE-463 46,000lb suspension
Engine, Diesel Current EPA Compliant Cummins, Paccar, Or Equivalent	320-350 HP/1150-1350 LB. FT.(governed at Approx. 62mph) High efficiency cooling system 270 Amp alternator (with brake retarder), 130 Amp alternator (w/o brake retarder), Battery disconnect switch 16in. FVG air cleaner horizontal mount
Transmission	Allison 4500 RDS 5 year extended warranty on transmission
Air & Trailer Equipment	Bendix air dryer AD-IP w/heater
Tires & Wheels	FF:315X80R22.5 BR 20 ply M860/steel wheels RR:11RX22.5 BR 16 ply L320/steel wheels
Fuel Tank	70 gallon fuel tank LH
Cab Equipment	RH drive, Compliant Fire Extinguisher, Driver/passenger air seat, Back up alarm, Rear window back of cab, Diamond plate covering seats Air conditioning, AM/FM/CD radio
Warranty	5 Year / Powertrain extended warranty 3 year / Chassis extended warranty

21.3 Specialized Body

Installed: Hopper Packer assist panel, Pederson Smart Light System, fire extinguisher with bracket, trap lights, Hopper work light, rubber on Hopper opening, camera assist lights, autoloader, composite spill plate, x-wear on packer shoes, heavy duty floor (3/16"), triangle safety kit, 5lb fire extinguisher in cab, and two tone paint.

21.4 Installed Camera System (Zone Defense or Approved Equal)

Quantity (1): 7" LCD Color Monitor (Model: M-302zd.22 1330); Power DC10-32v 6W;
S/N zd302ZD.221317451

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Quantity (1): Rear Camera & Hopper Camera (Model: CAM313C) NTSC DC 12 120; S/N ZD313C1351434
 Quantity (1): CAM.313M Side Camera, 1/3 CCD, High Resolution; 5IR LED's for night vision
 IR distance: 5m; 120 Lens; Weatherproof and water resistant; Night vision distance-10m.

22.0 Automated Refuse Rear Loader Specifications

The intent of this specification is to define the minimum requirements for the purchase of six 2017 or Newer automated rear loaders.

22.1 Chassis for Automated Refuse Rear Loader PAK-MOR R325B-25 CUBIC YARD or Approved equal. Meeting the requirements of the City of Laredo.

22.2 Minimum specifications

Description	Minimum Specifications
Model	Conventional chassis; Regular Cab
Frame	10-5/8in. Steel rails, ¾ length steel inner liner
Dimensions	Approx. 227" WB, 213" CA Compatible w/Body
Front Axle	Dana Spicer E14621 14,600lb
Rear Axle	Dana Spicer DSH44 44,000lb, Tandem Axle Approx. 6.17 rear axle ratio, Hendrickson RTE-463 46,000lb suspension
Engine: Cummins or Equal Approx. HP/TQ Current EPA Compliant	330-350 HP 1000-1200 LB FT or approved equal (governed at Approx. 62mph) Engine protection shutdown High efficiency cooling system 130 Amp alternator 270 Amp alternator (with brake retarder), 2-12V dual purpose batteries Single exhaust
Transmission	Allison 3000 RDS 5 year extended warranty on transmission
Air & Trailer Equipment	Bendix AS-IS air dryer Steel painted air tanks
Tires & Wheels	FF: 11Rx22.5 BR 16ply R250F steel wheels RR: 11Rx22.5 BR 16ply L320 steel wheels
Fuel Tank	70 gallon fuel tank LH
Cab Equipment	Compliant Fire extinguisher, Driver air seats, Two Passenger bench seat, Back up alarm, Adjustable steering column, Rear window back of cab, Air conditioning
Warranty	5 Year / Powertrain extended warranty 3 year / Chassis extended warranty

22.3 Specialized Body

Installed/Mounted: Commercial 58 GPM Front Mounted Pump, Tool box, Access Door, Hopper Lights, Splash Guards, Strobe Light on Rear of Tailgate, Water Can Rack, Pitch Fork Holder, Paint-Lt blue, Two (2) Perkins Rotary Tippers (D6221), Cart Tippers. REF: BUYBOARD #357-10, Item #27.

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23.0 Grapple Dump Body Truck Specifications

The intent of this specification is to define the minimum requirements for the purchase of three 2017 or newer Grapple Dump Body Truck.

23.1 Cab and Chassis Minimum Specifications

GVWR	66,000#
Engine, Diesel Hp/Torque Cummins L9 or Equal	370 HP/1250 lb ft, Engine Shutdown, HD Air Cleaner, Spin on oil/Fuel Filters, HD Cooling, Single Horizontal Exhaust, Water Separator(s), Throttle Control,
Emissions/Federal	EPA Compliant/All Federal Requirements
Transmission, Automatic	ALLISON 3000 RDS, Close ratio 6 speed
Front Axle, Dana/Suspension	20,000# W/Shocks
Rear Axle, Dana/Suspension	46,000#, R-Series Tandem, Approx Ratio 5.63
Tires/Wheels	Frt. 315/80R/22.5 20 Ply (Michelin or Equal) W/22.5x9 10 Hub Steel Disc. Rear 11R/22.5 16 Ply(Michelin or Equal) W/22.5x8.25 10 Hub Steel Disc.
Brakes, Air	Anti-lock, 18.7 CFM Compressor, Dryer, Slack adjusters, Drain valves, Parking Brake
Frame	¼" 'C' Channel, Inner Frame Reinforcement, Backup alarm, Tow Hooks
Wheelbase/Ca/Af Approx	264"/198" CA/42.7" BA
Fuel Tank	100 GAL, Aluminum, Top draw, Single /Dual
Electrical	(2) Batteries, 1850 CA Total, 12V, 120 Amp , Alternator, Steel Battery Box, Body Builder Wiring
Cab	Air Cond., AM/FM/CD, Deluxe Int., Air Horn, PWR Steering, Cruise, Tinted Windows, Tilt Steer., Remote Engine control, DOT Lighting Compliant 5# Fire Extinguisher
Gauges	Oil, Water, Temperature, Fuel, Tachometer, Voltmeter, Trans. Oil Temp., Warning-low Fuel, Oil, coolant, Battery.

23.2 40 cu. Yd. Dump Body Specifications

General	26'5" Reach (Centerline to Rotation), 21'2" (Main Boom & Tip Boom), 4' (Extension).
Dump Body Hoist	46 Ton Capacity, Lifting Capacity-10' Radius 9,260 lbs., 15' - 5,870 lbs, 20' - 4,410 lbs. 25'-3,180 lbs. @ 5' Elevation
Misc/Additional	HD Swing Motor SAI, Stationary Top Mount Controls, Outrigger Rubber Pads, All purpose Clamshell bucket w/48" wide w/64" Open width, Reflective Tape Outriggers, Boom-up Warning Lt/Audible Alarm, Trash Body, Continuous Welds-Side Stakes, PI Self-Winding Load Covering Device, Barn Doors, Steel Wire Conduit, Locking Door Inside Body Toolbox, Amber LED Flashers in Rear Post, 15 LED Body Lights (15), Double Wire Braided Hoses, Loader Enamel PI Orange, PI Black Body Color.

24.0 Street Sweeper Specifications

The intent of this specification is to define the minimum requirements for the purchase of two 2017 or Newer Street Sweeper.

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24.1 Minimum Specifications

Emissions	Current EPA Compliant
Engine/HP/Torque	Diesel/210-240 hp/560-600 lb-ft
Wheelbase	165", 98" CA Compatible w/ TYMCO Sweeper
Transmission	Allison 2500 RDS-P 6 Speed Auto w/Double OD, less PTO, Synthetic oil, Trans Temp in Cab Gage or Equivalent.
Front Axle/Suspension	10,000# w/Dust shields/10,000# Suspension
GVWR	31,000# GVW
Rear Axle	21,000# 2 Speed, Approx. Ratio 7.17/9.77
Rear Suspension	31,000#vari-rate w/4500lb Aux Rubber springs
Brakes	Dual Air Brakes/13.2 CFM Compressor/Rear Brake, Chambers relocated to rear for adjustment access
Frame/Steering/Exhaust	13.52 S.M.,50,000 PSI/Special Frame Piercing/Integral, Power steering/RH Side Single Horizontal Exhaust
Air Cleaner	Service Protection element, Restriction Indicator, In Instrument Panel
Electrical	(2) 12V 1300 CCA HD Batteries, 120 Amp Alternator
Tires/Wheels	(6)11Rx22.5 Tubeless 14PR, Dual Rear/10 Hole Disc Wheels 22.5X8.25 DC
Gauges	Voltmeter, Temp., Fuel, Tachometer, Oil Press & Odometer W/Hour Meter
Fuel Tank	51 Gallon (Provided by TYMCO)
Cab/Misc.	Fontaine Dual Sit Down Drive, Tilt Steering Wheel, Full IH Flat Instrument Panel, RH side Electric Remote Control Electric Mirrors, AM/FM/Clock, Air Conditioner, Cigar lighter type Power Source, 2 Sp. Elec. Wipers/ Washers Adjustable Individual High Back Bucket Cloth Seats w/Lumbar Deluxe Cab w/Grab Handles , Dome Light, Tinted Windows, Color White, Back up Alarm, Compliant Fire Extinguisher.
7.3 cu. Yd. Volumetric Capacity Regenerative Air Sweeper Stainless Steel Hopper/High Capacity Dust Sep., Diesel Powered Power Unit, Current EPA Compliant	Abrasion Prot. Pkg., 8" Aux, Hand hose, Broom Asst. Pickup head, gutter broom, tilt adjuster-left/right., variable speed gutter brooms, pickup head curtain lifter, reverse pickup head system, A.O.D Wash down system-2 Cameras, Aux. Hydraulic System, AWTI Camera/Monitor System-2 Cameras, Comdex pkg., H.O Water, Hopper Deluge, LED Traffic Directing light, additional nozzle w/sep switch-RGB & Hopper, pickup head pressure inlet water injection system, 2-12" Parabolic Mirrors, SS Blower Housing, SS Split Hopper Screen, 4 LED floodlights-2GB/2-Rear, In Cab Dump Switch, Stop/Turn/Tail/Clearance LED Lights, Skid Bumper Ext. Set (2), Frt. Bumper Spray bar, Hopper Suction Throat Liner w/inlet wear flange

25.0 Articulated Dump Truck Specifications

The intent of this specification is to define the minimum requirements for the purchase of one 2017 or Newer Articulated Dump Truck. CAT 730C or Equivalent

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	Minimum Specifications
Engine net power	Minimum 367 hp (274 kW) according to SAE J1349
Engine gross power	Minimum 375 hp (280 kW) according to SAE J1995
Operating weight	No load minimum 53,131 lb (24,100 kg).
	Operating weight for a loaded machine shall be 114,860 lb (52,100 kg).
Capacity	Shall be at least 17.7 cubic yards (13.5 cubic meters).
	Heaped SAE 2:1 capacity shall be at least 23 cubic yards (17.5 cubic meters).
	Heaped SAE 1:1 capacity shall be at least 26.2 cubic yards (20 cubic meters).
	Rated payload shall be at least 31 tons (28.1 tons).
Engine	375 hp (280 kW) per SAEJ1349 with a minimum displacement 13 liters. Tier IV/Stage IV emission specifications for the U.S. (EPA) and Europe. Minimum two-stage air cleaner with service indicator lamp on the instrument panel.
Cooling system	Remote mounted radiator with a hydraulic variable speed fan demand system that is thermostatically controlled by an engine temperature sensor.
electrical	24-volt electrical system, alternator minimum rating of 75 amps,. Batteries minimum of 100 hour per battery.
	A remote start receptacle with a ground level shut off shall be standard.
Transmission Specs	Auto shift six speed transmission.
	The transmission shall have an integral hydraulic retarder that has operator selectable multi levels of retarding.
	maximum forward speed of not less than 34 mph.
	maximum reverse speed of not less than 6 mph.
	The torque converter shall have automatic lock-up in all forward gears.
	The OTG shall have an operator selectable longitudinal driveline differential with a 100% lock-up on the go clutch.
Steering Specs	The steering shall be a cushioned steering system with a hand metering unit, a single load sensing variable displacement piston pump, two double-acting cushioned steer cylinders that allow a minimum 45° of right or left articulation angle. An electronic secondary steering system, which meets ISO 5010 at gross vehicles weight, shall be provided.
Radius	The SAE turning radius shall be no more than 285.6 in (7254 mm).
Brakes Specs	The service brakes shall consist of a dual circuit system with hydraulic accumulators, one for the front axle and one for the center and rear axle.
	hydraulic applied dry disc brakes on the front, center and rear axles. Braking shall comply with ISO 3450 and SAE J1473 at the gross vehicle weight.
	oil released disc brake with hydraulic accumulator located on the center axle, and shall be independent of the service brakes.
HYDRAULIC SYSTEM	
Hydraulic System	The hydraulic system shall consist of a engine driven load sensing variable displacement piston pump for steering, engine driven gear pump for hoist and brake cooling, variable speed hydraulic engine cooling fan, hydraulic driven cooling fan system.
	The hauler shall have grouped hydraulic system test ports in on location for the following systems: steering, hoist, brake, cooling fan.
	Ejector cylinder and blade with integrated spillguard shall be standard and factory installed.
Tailgate	The body tailgate shall be hydraulically operated automatically with one control automatically used in conjunction with the ejector cylinder functions.
Axle	All axles shall have an operator selectable differential lock with a 100% lock on the go wet clutch with remote mounted axle breathers.

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	All axles shall have fully floating axle shafts with planetary gear reduction final drives.
Suspension	Both front and rear suspensions shall allow individual wheel movement independent of the frame and utilize cross stabilizers.
	The front suspension shall have two independent oil over nitrogen ride struts and a fully oscillating three-point suspension with lateral tie rod.
	The rear suspension shall have a walking beam design with elastomer springs to dampen shock loads.
Differential Specs	Differentials with wet clutched cross-axle diff locks for all axles shall be standard.
	Inter-axle differential with wet clutched diff lock shall be standard. Three axle- six wheel drive
Tires	Hauler shall have six wheels.
	Tires shall be tubeless radial articulate hauler type, size 750/65/R25.
Cab Operator Station	The cab shall be pressurized, heated, air conditioned, and filtered, ROPS/FOPS tested and approved in accordance with SAE J1040CISO 3471 and SAE J231/ISO 3449 standards.
	The cab shall be center-mounted via rubber isolators with the operator positioned along the center of the longitudinal axis of the machine with tilt capabilities.
Seats	air suspended, four-way adjustable, with flameproof upholstery, adjustable armrests and a retractable seat belt.
Instruments	tachometer, fuel level, engine oil pressure, coolant temperature, torque converter oil temperature, service hour meter and speedometer.
	A central warning system with visual and audible alarms shall be provided to monitor vital functions.
	An on-board, electronic machine monitoring system with trouble shooting diagnostics capability to monitor alternator, coolant temperature, brake oil pressure, engine oil pressure, and fuel with cab display shall be provided.
Air conditioning	Air conditioning with R134A refrigerant shall be standard.
	Laminated and tinted front glass window and toughened and tinted rear glass windows shall be standard.
	Heater and defroster with four-speed fan shall be standard and air vents shall be adjustable.
	Left and right mirrors shall be standard.
lights	Cab interior, front, side, rear, two reversing/working lights, two stop/tail lights, front and rear direction indicators
	Four headlights shall be standard.
	Intermittent front and rear windshield wiper and washer shall be standard.
Body Specs	Minimum hardness of 400 HB, yield strength of 145,000 psi, and tensile strength of 181,000 psi.
	Body plate thickness shall be a minimum: front 0.31 in (8mm), sides 0.47 in (12mm), bottom/scow 0.55 in (14mm).
	Body design shall have the ability to eject material out of the rear of the body.
	Body design shall include a hydraulically operated tailgate that lowers automatically when ejecting material. Spill guard front, integral part of fabricated body
Serviceability	Machine shall have vandalism protection that consists of lockable caps for fuel tank and hydraulic oil tank
	S-O-S (SM) sampling valves shall be provided.
SERVICE FILL CAPACITIES	
Fuel	Minimum 108.8 gal (412 L). DEF Tank 5.3 gal (20L)
Cooling System	Minimum 21.9 gal (83 L).

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Hydraulic System	Minimum 39.1 gal (110 L).
Engine Crankcase	Minimum 10.5 gal (40 L).
Transmission	Minimum 9.2 gal (35 L).
Final Drives Differential	Minimum 37.5 gal (135 L).
Gear Box	Minimum 6.3 gal (24 L).
Additional Features	
	Guards- rear window, radiator, crankcase and axle
	Body connection for exhaust heat shall be standard
	Tow pins front and rear, rear view camera, flashing beacon
Ejector System	The body ejector system shall have one, three-stage double acting cylinder with a blade eject time of no more than 12 seconds and a blade retract time of no more than 15 seconds.

26.0 Technical Training

After delivery of the specified equipment to the Fleet Department, a factory technician with experience in the application of all requested equipment shall provide training to instruct the City of Laredo personnel in the use, operation and maintenance of the requested equipment. An additional follow-up visit shall be mutually arranged within one year of equipment acceptance.

27.0 Manuals & Parts

Two (2) service, parts and troubleshooting manuals will be provided with each machine. The manuals will include all systems schematics and specific component literature. The manufacturer will maintain an inventory of common machine parts used on the specified unit.

27.1 All parts shall be identical to the in-place installed parts used in the construction of the requested equipment. Spare parts furnished shall not exempt from warranty any of the component installed items. In addition, the spare parts listed above shall be warranted the same as the installed items.

28.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded by sections to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. **The City of Laredo reserves the right to selection either Option 1 or Option 2 per section.**

28.1 The City of Laredo reserves the right to purchase additional vehicles at the bid pricing within a 120 day period with the consent of the vendor.

28.2 The City of Laredo is also accepting contract pricing from vendors that have a valid purchase contract with any of the cooperative purchasing programs that the City of Laredo is a member, in accordance to provisions of Chapter 791 of the Texas Government Cooperation Act. The City of Laredo is a member of the following cooperative purchasing programs:

- State of Texas
- Houston Galveston Area Council of Governments (H-GAC)
- BUYBOARD
- TCPN
- US Communities
- NCPA
- NJPA

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28.3 Required Documentation to be submitted with Bid

Vendors shall submit a price worksheet or "Catalog / Price Sheet" to include the standard equipment type products which were bid as specific line items. The price worksheet shall contain the COOPERATIVE, purchasing contract number along with pricing of the base bid item plus all published and unpublished options. The worksheet shall also indicate the delivery date.

28.4 Disclosure of Interested Parties (Not Required for this Contract**)**

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

29.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

- Tab A - Company Information Questionnaire ✓**
- Tab B - Signed Price Schedule ✓**
- Tab C - Conflict of Interest Questionnaire ✓**
- Tab D - Non-Collusive Affidavit ✓**
- Tab E - Discretionary Contract Disclosure ✓**
- Tab F - Certificate of Interested Parties (Form 1295) (Not required for this contract) ✓**

CITY OF LAREDO
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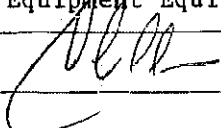
30.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire:

Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

Name of Offeror (Business) H&V Equipment Equipment Services, Inc.

Signature  Date 12/12/17
of person authorized to sign bid

Print Name Adrian Olvera
of person authorized to sign bid

Title: Territory Manager

Business Address: 44 Q Hwy 77

City, State, Zip Code: Corpus Christi TX 78410

Telephone Number: 361-241-1000 Fax Number: 361-241-3033

Contact Person Email Address: aolvera@hvequipment.com

Federal Tax ID Number: 1-7425995507

Bidders Principal/Corporate Place of Business Address: 4402 Hwy 77 Corpus Christi TX 78410

Indicated Status of Business:

Corporation Partnership Sole Proprietorship Other:

If other state business status: _____

State how long under its present business name: 26 years

If applicable, list all other names under which the Business identified above operated in the last five years.

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

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Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No

Is any litigation pending against the Business? Yes / No

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes No

Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No

Other: Please specify _____

This company is not a certified minority business:

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

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31.10 Section XA – Articulated Dump Truck (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Articulated Dump Truck as per Specifications – 25.0	1	\$	\$

Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

**** *The quantities are estimates and are based on the best available information*****

Section IXA – Articulated Dump Truck (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Articulated Dump Truck as per Specifications – 25.0	1	\$	\$ 478,394.00

Make and Model: Doosan DA30-5

Model Year: 2017

Estimated Time of Delivery: 90-120 Days

Type of Contract: Sale

Contract Number: Buy Board Contract # 515-16

List the Cooperative Purchasing Program and Contract Number: 515-16

Company Name: H&V Equipment Services, Inc.

Owner/President Name: Bruce Harvey

Company Address: 4402 Hwy 77

City, State, Zip Code: Corpus Christi TX 78410

Company Authorized Representative's Signature: _____


Company Representative's Name: Adrian Olvera

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

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PURCHASING DIVISION**

32.0 Tab C- Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040**, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

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HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.
Adrian Olvera

Name

Signature

Date

12/12/17

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date

CITY OF LAREDO
PURCHASING DIVISION
AFFIDAVIT

3.0 Tab D

Project:

Form of Non Collusive Affidavit

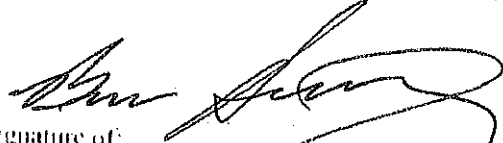
STATE OF TEXAS ;;
COUNTY OF WEBB ;;

AFFIDAVIT

Being first duly sworn, deposes and says:

That he/she is Bruce Harvey
(a Partner or officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.



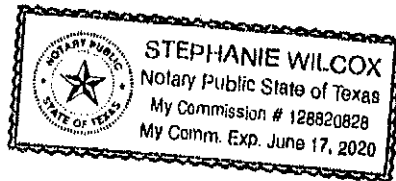
Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 12 day of Dec-20 17

Stephanie Wilcox
Notary Public

My commission expires:

June 17, 2020



CITY OF LAREDO
PURCHASING DIVISION

34.0 Tab E



City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 of the City's Ethics Code.

*This is a New Submission or Correction or Update to previous submission.

***1. Name of person submitting this disclosure form.**

<u>Bruce</u>	<u>A</u>	<u>Harvey</u>	
First	M.I.	Last	Suffix

***2. Contract Information.**

a) Contract or Project name(s): Heavy Duty Trucks - City Of Laredo FY18-021

b) Originating Department(s): Solid Waste Services

***3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

<u>Bruce Harvey</u>	<u>[Signature]</u>		
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature

***4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

Name of partner, parent, or subsidiary business entity(ies): N/A

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***5. List any individuals or entities that will be subcontractors on this contract.**

Not applicable. No subcontractors will be retained for this contract.

Subcontractors may be retained, but have not been selected at the time of this submission.

List of subcontractors: N/A

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract: N/A

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

- a) Any individual seeking contract with the city (Question 3)
- b) Any owner or officer of entity seeking contract with the city (Question 3)
- c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
- d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
- e) The spouse of any individual listed in response to (a) through (d) above
- f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

List of contributors: N/A

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? NO

**CITY OF LAREDO
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I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest: _____

***Acknowledgements**

Updates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

No Contract with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

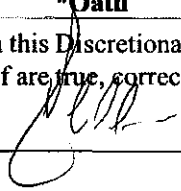
***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Adrian Olvera		Territory Manager
_____ Name (Print)	_____ Signature	_____ Title
H&V Equipment Services, Inc.		12/12/17
_____ Company or DBA		_____ Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

**CITY OF LAREDO
PURCHASING DIVISION**

35.0 Tab F – Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

Implementation of House Bill 1295

28.1 Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

28.2 Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

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 USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
H & V EQUIPMENT SERVICES, INC.
Corpus Christi, TX United States

Certificate Number:
2017-293462

Date Filed:
12/13/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Laredo

Date Acknowledged:

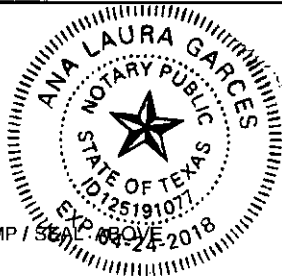
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Bid# FY18-021
Heavy Duty Trucks-City of Laredo

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Olvera, Adrian	Progreso, TX United States		X
	Garces, Ana	Progreso, TX United States		X
	Harvey, Bruce	Corpus Christi, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Handwritten Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SIGN ABOVE

Sworn to and subscribed before me, by the said _____, this the 13 day of December, 2017, to certify which, witness my hand and seal of office.

[Handwritten Signature]

Signature of officer administering oath

Ana Laura Garces

Printed name of officer administering oath

Notary Public

Title of officer administering oath

CITY OF LAREDO
PURCHASING DIVISION

36.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on December 14, 2017; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on December 15, 2017.**

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Heavy Duty Trucks – City of Laredo
FY18-021**

Bids are to be mailed: City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78042-0579

Hand Delivered: City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040



H & V Equipment Services, Inc.

5627 E. Hwy 281
Progreso, TX 78579
(956) 565-3788 Fax: (956) 565-2252
www.hvequipment.com



December 11, 2017

City of Laredo – Solid Waste
6912 HWY 359
Laredo TX 78043

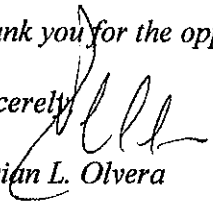
Attention: Stephan Geiss

H&V Equipment Services, Inc. is pleased to quote the following 2017 Doosan DA30 ADT, Off of the current BuyBoard Contract # 515-16, Section I, Page 1, Item #2, Doosan Articulated Dump Trucks with a 13% Discount.

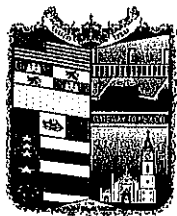
Doosan DA30-5 ADT (Articulated Dump Truck)	\$414,923.00
Less Regular Dump Bed	15,205.00
Less Dump Cylinders	8,472.00
Plus 25 Cu Yd Ejector Bed	112,500.00
Enclosed Cab with A/C – Heat	
Auto Lube System	
Tier 4 (T4) Compliant	
65,669# Pay Load / 25 Cubic Yards Heaped Capacity	
One Rear Differential	
Single Drive line	
Rear View Camera	
3 Year Telematics Monitoring	
One Year / 1500 Full Machine Warranty	
3 Year / 5000 hour Power Train / Hydraulic Warranty	
Freight	<u>10,000.00</u>
List Price	\$561,100.00
Less 13% BuyBoard Discount	<u>72,943.00</u>
	\$488,157.00
Less Additional H & V Discount (2%)	<u>9,763.00</u>
Total Delivered BuyBoard Price (90 to 120 days)	\$478,394.00

Thank you for the opportunity to quote your city this machine.

Sincerely,


Adrian L. Olvera

Rush
Truck



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS**

#1

**HEAVY DUTY TRUCKS
CITY OF LAREDO**

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a contract for the purchase of heavy duty trucks for the City of Laredo.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on December 14, 2017; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on December 15, 2017.**

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Heavy Duty Trucks – City of Laredo
FY18-021**

Bids are to be mailed: City of Laredo – City Secretary C/O Jose A. Valdez Jr. City Hall – Third Floor 1110 Houston Street Laredo, Texas 78042-0579	Hand Delivered: City of Laredo – City Secretary C/O Jose A. Valdez Jr. City Hall – Third Floor 1110 Houston Street Laredo, Texas 78040
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The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

CITY OF LAREDO
PURCHASING DIVISION



**City of Laredo
Purchasing Division**

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for the purchase of heavy duty trucks for various City of Laredo Departments. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on December 14, 2017** and all bids received will be **opened and read publicly on December 15, 2017 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

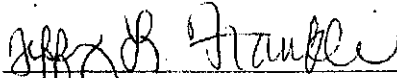
**BID: Heavy Duty Trucks – City of Laredo
FY18-021**

Bids are to be mailed:
City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 16th DAY OF NOVEMBER 2017.


for: Jose A. Valdez Jr.
City Secretary

**CITY OF LAREDO
PURCHASING DIVISION**

17.0 WARRANTY

The vehicle must be covered by the manufacturer's standard new equipment warranty which will be honored by any of the manufacturer's authorized dealers. This warranty shall be comparable to or better than those offered to the general public. Provided the machine is properly serviced, maintained, and operated under normal conditions and according to the manufacturer's instructions.

Warranty Center: Rush Truck Center, Laredo

Address: 10216 Union Pacific Laredo TX 78045

Phone Number: (956) 724-7383

Service Manager: Elmer Ochoa

18.0 Equipment Qualifications

If you are considering utilizing equipment not listed as approved, submit sufficient documentation with your bid package for the Fleet and Purchasing Department to make a determination for an approved equal product. Failure to submit all required documentation or submittals for an approved equal consideration will be cause for rejection. Items requiring photo documentation are noted in the appropriate sections below.

19.0 14 Yard Dump Truck Cab and Chassis

The intent of this specification is to define the minimum requirements for the purchase of 2017 or newer Seven - 14 yard dump trucks (6x4).

19.1 Chassis Minimum Specifications Diesel Powered

Conventional Cab with end dump body
Current EPA Compliant

Description	Minimum Requirements
Engine: Cummins or Equal Approx. HP/TQ	350hp/950ft lbs W/Engine Protection Shutdown/Idle Shutdown
Speed Limit	Maximum 67 To 69 Mph W/Cruise Control -Approx.
Automatic Transmission	Allison 3500 RDS-P Rugged Duty Service 6 Speed. Or Equivalent
GVWR	56,000# To 60,000#
Front Axle	14,600# Dana Spicer W/Shocks Or Equivalent
Steering	Power
Rear Axle	40,000# Dana Spicer Tandem , 40,000 Lb Hub Rating Or Equivalent
RR Axle Ratio	Approx. 6.17
Front Tires	11RX22.5 16pr
Rear Tires	11RX22.5 16pr
Steel Wheels	22.5x8.5 Front & Rear
Air Cleaner	Extra Heavy Duty Dry Type
Fuel Tank	100 Gal Aluminum Single Or Dual
Cab	Severe Service W/Air conditioning
Steering Column	Adjustable
Gauges	Fuel, Alt, Oil, Trans Oil, Air, Etc.
Mirrors	Stainless Steel 7"X16" Convex Mirror OVRT RH Door (2) 8" SS

Rush Limited Warranty

NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY. Any warranties on any new product(s) sold by Rush are limited only to any printed warranty provided by the applicable manufacturer of the product. EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

USED PRODUCTS – NO WARRANTIES. All used product(s) sold by Rush are sold on an “AS IS, WHERE IS” basis, without any warranties by Rush. EXCEPT FOR ANY MANUFACTURERS’ WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

LIMITED WARRANTY ON SERVICES. Rush warrants that all repair and maintenance services performed by Rush for a customer (“Services”), will be performed in a good and workmanlike manner (“Services Warranty”). The Services Warranty is valid for a period of ninety (90) days from the date the Service is completed. Customer’s sole and exclusive remedy, and Rush’s entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. RUSH PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Rush for customer. Rush does not warrant any services provided by any third-party. Any warranties are solely those that are provided by the third-party service provider.

CITY OF LAREDO
PURCHASING DIVISION

30.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire:

Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

Name of Offeror (Business) Rush Truck Centers of Texas, LP dba Rush Truck Center, Laredo

Signature [Signature] Date Dec. 12, 2017
of person authorized to sign bid

Print Name Lewis Woodul
of person authorized to sign bid

Title: General Manager

Business Address: 10216 Union Pacific Blvd

City, State, Zip Code: Laredo TX 78045

Telephone Number (956) 724 7383 Fax Number: (956) 717-1709

Contact Person Email Address: martinezclar@rushenterprises.com

Federal Tax ID Number: 74-2786264

Bidders Principal/Corporate Place of Business Address: 10216 Union Pacific Blvd, Laredo TX

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: limited partnership

If other state business status: N/A

State how long under its present business name: April 2000

If applicable, list all other names under which the Business identified above operated in the last five years.
n/a

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes No

Rush Truck Centers of Texas, LP is a wholly owned (indirectly) subsidiary of Rush Enterprises, Inc.

CITY OF LAREDO
PURCHASING DIVISION

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No

Is any litigation pending against the Business? Yes / No *nothing material to our business*

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes No

Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No

Other: Please specify _____

This company is not a certified minority business:

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

Vendor RUSH TRUCK CENTER Date Prepared 12/14/2017
 Contact for Vendor: COLTON KRUSE Phone (830) 302-5219
 End User: City of Laredo
 End User Contact: Roberto Ramirez Phone/Fax (956) 727-5100
 Product Description: 2018 Peterbilt 348 Dump Cab & Chassis 14yd

A: Base Price in Bid/Proposal Number: 521-16			Series: 348 \$73,656.00		
B: Published Options(Items Below)					
	DESCRIPTION	AMOUNT	OPT #	DESCRIPTION	AMOUNT
Peterbilt	Meritor MFS20 20,000 lb, 3.5" Drop	\$ 1,378.00	Peterbilt	Cabmate Cab Air Suspension	\$ 766.00
Peterbilt	Taper Leaf Springs, Shocks 20,000 lb	\$ 1,313.00	Peterbilt	Power Steering Sheppard 11D94 Dual	\$ 799.00
Peterbilt	Meritor MT40-14X 40,000lb	\$ 7,871.00	Peterbilt	Heavy Wall Drive Axles	\$ 579.00
Peterbilt	Peterbilt Air Trac 40,000 lbs, 52" AS	\$ 2,328.00	RTC-1059	Lot Insurance	\$ 536.00
Peterbilt	Paccar PX-9350@2000 GOV@2200	\$ 3,597.00	RTC-1060	Floorplan Interest	\$ 593.00
Peterbilt	Allison 3000 RDS-P Transmission, GEN 5	\$ 10,027.00			
Subtotal Column 1: \$ 26,514.00			Subtotal Column 2: \$ 3,273.00		
Published Options added to Base Price(Subtotal of "Col 1" & "Col 2")					\$ 29,787.00

C: Subtotal of A + B					\$103,443.00
D: Non Published Options					
Subtotal Column 1:			Subtotal Column 2: \$ -		

Unpublished Options added to Base price (Subtotal "Col 1 + Col 2")

E: Contract Price Adjustment (If any, explain here)				
Rush Buyer's Loyalty Discount				\$ (1,371.00)

F: Total of C + D +/- E \$102,072.00

G: Quantity ordered Units: 7.00 x F \$ 714,504.00

H: BUYBOARD Administrative Fee % \$ -

I: Non-Equipment Charges & Credits (i.e.: Ext. Warranty, Trade-In, Delivery, etc.)				
				\$ -

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I) \$714,504.00

**CITY OF LAREDO
PURCHASING DIVISION**

31.0 Tab B Price Schedule

31.1 Section IA – Dump Trucks (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- 14 yard Dump Truck (6x4) as per Specifications – 19.0	7	\$ 102,072. ⁰⁰	\$ 714,504. ⁰⁰
XT ENGINE AT 5yr/250k mile	1	\$ 5600.⁰⁰	\$ 5600.⁰⁰
Section IA Total			\$ 714,504. ⁰⁰ (EXTENDED)

Make and Model: Peterbilt 348

Model Year: 2018

Estimated Time of Delivery: -10- Days (chassis)

**** The quantities are estimates and are based on the best available information ****

Section IB – Dump Trucks (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- 14 yard Dump Truck (6x4) as per Specifications – 19.0	7	\$ 25,360. ⁰⁰	\$ 177,520. ⁰⁰
Section IA Total			\$ —

Make and Model: Godwin Dump

Model Year: 2018

Estimated Time of Delivery: 90 Days (Body)

Type of Contract: Buyboard

Contract Number: 521-16

List the Cooperative Purchasing Program and Contract Number: 521-16

Company Name: Rush Truck Centers of Texas LP dba Rush Truck Center Laredo

Owner/President Name: W.M. "Rusty" Rush

Company Address: 10216 Union Pacific

City, State, Zip Code: Laredo Tx 78045

Company Authorized Representative's Signature: [Signature]

Company Representative's Name: Lewis Woodul

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

Body Quote #

UNIT TYPE 2

SPECIAL REQUIREMENTS
SPECIAL RESTRICTIONS 0098010 CALIFORNIA REGISTRY

ENGINEERING ASSIGNED RATINGS
GAWR FRONT: 20,000.00 LBS
GAWR FIRST INTER 20,000.00 LBS SECOND INTER 20,000.00 LBS
GAWR REAR: 0.00 LBS
GVWR: 60,000.00 LBS

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
	BASE MODEL			
	MODEL 348 MEDIUM DUTY	P		
	NOT APPLICABLE	P		
	SECONDARY MANUFACTURER			
	FRAME AND EQUIPMENT			
	10-3/4" STEEL RAILS TO 354"	P		
	3/8" RAIL THICKNESS			
	FRAME APPROVED	U		
	* INTENDED SERVICE AND BODY DATA			
	CHANGED PER DLR REQUEST			
	CUSTOM WHEELBASE OR OVERHANG	P		
	THREE-PIECE CROSSMEMBERS	P		
	EOF SQUARE WITHOUT XMBR	P		
	USE WITH BODY BUILDER INSTALLED XMBR			
	PB REAR MUDFLAPS, PB HANGER STRAIGHT	P		
	FRONT AXLE AND EQUIPMENT			
	MERITOR MFS20 20,000 LB, 3.5" DROP	P		
	TAPER LEAF SPRINGS, SHOCKS 20,000 LB	P		
	POWER STEERING SHEPPARD HD94 DUAL	P		
	POWER STEERING RESERVOIR, FRAME MOUNTED	P		
	W/COOLER			
	PHP10 IRON LMS HUBS	P		
	BENDIX AIR CAM FRONT DRUM BRAKES 16.5X6	P		
	MERITOR WIDE TRACK IPO STD, FRONT AXLE	P		
	MFS+ 3.5" DROP / MFS 3.74"			
	GUSSETED CAM BRACKETS, STEER AXLE	P		
	REAR AXLE AND EQUIPMENT			
	MERITOR MT40-14X 40,000 LB	P		
	PHP10 ALUMINUM LMS HUBS	P		
	STANDARD STROKE PARKING BRAKES	P		
	REAR BRAKE CAMSHAFT REINFORCEMENT	P		
	HEAVY WALL, DRIVE AXLE(S)	P		
	GUSSETED CAM BRACKETS, DRIVE AXLE(S)	P		
	SBM VALVE	P		
	STABILITY SYSTEM NOT SELECTED	P		
	OR NOT AVAILABLE			
	ANTI-LOCK BRAKING SYSTEM (ABS) 4S4M	P		
	SYNTHETIC AXLE LUBRICANT ALL AXLES	P		

UNIT TYPE 2

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
	BENDIX AIR CAM REAR DRUM BRAKES 16.5X7	P		
	TANDEM DRIVE AXLE (MODEL 348)	P		
	RATIO 5.29 REAR AXLE	P		
	PETERBILT AIR TRAC 40,000 LBS, 52" AS	P		
	LIGHT WEIGHT			
	AIR SPRINGS, INTERNAL BUMPERS	P		
	AIR TRAC/AIR LEAF SUSPENSIONS			
	DASH MTD DUMP SWITCH WITH INDICATOR	P		
	LIGHT FOR SUSPENSION			
ENGINE AND ENGINE EQUIPMENT				
	PACCAR PX-9 350@2000 GOV@2200 1000@1400	P		
	PRODUCTIVITY (2017 EMISSIONS)			
	ENGINE IDLE SHUTDOWN TIMER DISABLED	P		
	ENABLE EIST AMBIENT TEMP OVERRULE	P		
	EFF EIST NA EXPIRATION MILES	P		
	EFFECTIVE VSL SETTING NA	P		
	CARB ENGINE IDLING COMPLIANCE	P		
	N205 120...STANDARD MAXIMUM SPEED LIMIT			
	N207 0....EXPIRATION DISTANCE (N207)			
	P005 120...HARD MAXIMUM SPEED LIMIT (P1			
	P001 77...MAXIMUM ACCELERATOR PEDAL VE			
	P059 77...MAXIMUM CRUISE SPEED (P059)			
	N203 252...RESERVE SPEED FUNCTION RESET			
	N202 0....MAXIMUM CYCLE DISTANCE (N202			
	N206 10....MAXIMUM ACTIVE DISTANCE (N20			
	N201 0....RESERVE SPEED LIMIT OFFSET (
	P015 YES...ENGINE PROTECTION SHUTDOWN (
	P026 NO...GEAR DOWN PROTECTION (P026)			
	P046 1400..MAX PTO SPEED (P046)			
	P062 YES...CRUISE CONTROL AUTO RESUME (
	P068 NO....AUTO ENGINE BRAKE IN CRUISE			
	N209 0....EXPIRATION DISTANCE (N209)			
	P520 YES...ENABLE IDLE SHUTDOWN PARK BR			
	P030 5....TIMER SETTING (P030)			
	P233 YES...ENABLE IMPENDING SHUTDOWN WA			
	P234 60....TIMER FOR IMPENDING SHUTDOWN			
	P516 35....ENGINE LOAD THRESHOLD (P516)			
	P031 NO....IDLE SHUTDOWN MANUAL OVERRUL			
	P230 YES...ENABLE HOT AMBIENT AUTOMATIC			
	P172 40....LOW AMBIENT TEMPERATURE THRE			
	P173 60....INTERMEDIATE AMBIENT TEMPERA			
	P171 80....HIGH AMBIENT TEMPERATURE THR			
	PACCAR 160 AMP ALTERNATOR, BRUSHED	P		
	IMMERSION TYPE BLOCK HEATER 110-120V	P		
	PLUG LOCATED CENTER LH U/C			
	PACCAR STARTER 12V	P		
	2 PACCAR PREMIUM 12V STARTING	P		
	BATTERIES, 2000 CCA			
	2-SPEED FAN CLUTCH FOR FREQUENT	P		
	START/STOPS			

UNIT TYPE 2

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
	18.7 CFM AIR COMPRESSOR	P		
	N/A X15			
	VGT EXHAUST BRAKE	P		
	SPIN-ON FUEL/WATER SEPARATOR	P		
	NO FLUID HEAT OPTION FOR FUEL FILTER	P		
	NO ELECTRIC HEAT OPTION FOR FUEL FILTER	P		
	ENGINE PROTECTION SHUTDOWN	P		
	W/DASH LABEL			
	HIGH EFFICIENCY COOLING SYSTEM	P		
	RADIAL SEAL, DRY TYPE AIR CLEANER	P		
	FRONTAL AIR INTAKE			
	EXHAUST SINGLE RH SIDE OF CAB	P		
	DPF/SCR RH UNDER CAB (2017)			
	CURVED TIP STANDPIPE(S)	P		
	24" HT, 5" DIA STANDPIPE(S)	P		
	CHROME WITH CLEAR COAT			
	TRANSMISSION AND CLUTCH			
	ALLISON 3000 RDS-P TRANSMISSION, GEN 5	P		
	RUGGED DUTY SERIES			
	TRANSMISSION APPROVED	U		
	** SCAAN # 315793			
	1710 HD DRIVELINE, 2 MIDSHIP BEARINGS	P		
	ALLISON WORLD TRANS PRIMARY SHIFT	U		
	SCHEDULE 1			
	ALLISON 5TH GEN RDS, PKG 223	U		
	3000, 3500, 4000, 4500, 4700 TRANS			
	ALLISON FUELSENSE BASIC	P		
	TC-419 TORQUE CONVERTER	U		
	ALLISON TRANSMISSION			
	ALLISON 6-SPEED CONFIGURATION	P		
	3000 SERIES TRANS, CLOSE RATIO GEARS			
	DASH MOUNTED PUSH BUTTON SHIFTER	P		
	AIR AND TRAILER EQUIPMENT			
	BENDIX AD-IS EP AIR DRYER W/HEATER	P		
	AND COALESCING FILTER; EXTENDED PURGE			
	PULL CORDS ALL AIR TANKS	P		
	NYLON CHASSIS HOSE	P		
	STEEL PAINTED AIR TANKS	P		
	BODY CONNECTIONS 5FT BOC	P		
	A&E CONN EOF, 7WAY SOCKET, 4' ADDL LINES	P		
	COILED & STRAPPED TO FRAME, W/O GLADHDS			
	TIRES AND WHEELS			
	FF: BR 20PLY 315/80R22.5 M860A	P		
	PART: BR244329 FET: 122			
	RR: BR 14PLY 11R22.5 M710 ECOPIA	P		
	PART: BR233330 FET: 200			
	CODE-REAR TIRE QTY 08.			
	FF: ACC STL ARMOR 29039PK 22.5X9.00	P		

UNIT TYPE 2

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
-----	RR: ACC STL ARMOR 50291PK 22.5X8.25 HEAVY DUTY CODE-REAR RIM QTY 08.	P		
	FUEL TANKS			
	26" ALUM 90 GAL FUEL TANK LH U/C	P		
	NON-SLIP FUEL TANK STEP LH U/C			
	LOCATION LH UNDER CAB 090 GAL.			
	DEF TANK MOUNTED LH BOC	P		
	STD DEF TO FUEL RATIO 2:1 OR GREATER	P		
	DEF TANK SMALL	P		
	BATTERY BOX AND BUMPER			
	ALUMINUM SPACE SAVER BATTERY BOX RH BOC	P		
	BATTERY ACCESS FROM SIDE			
	AFTERTREATMENT RH U/C ALUM NON-SLIP	P		
	CAB ENTRY STEP			
	ALUMINUM CHANNEL BUMPER SS CLAD	P		
	2 TOW PINS			
	CAB AND EQUIPMENT			
	ALUM CAB 108" BBC METTON HOOD	P		
	W/BRIGHT FINISH CROWN			
	SEVERE SERVICE CAB PACKAGE #1	P		
	INCLUDES ALUM SIDE SKINS, ALUM REAR			
	FENDER LIPS 2" WIDE	P		
	PETERBILT ULTRARIDE DRIVER SEAT	P		
	PETERBILT ULTRARIDE PASSENGER SEAT	P		
	BLACK SEAT COLOR IPO STD COLOR	P		
	AIR RIDE DRIVER	P		
	HIGH BACK DRIVER	P		
	VINYL DRIVER	P		
	NON-AIR RIDE PASSENGER	P		
	LOW BACK PASSENGER	P		
	VINYL PASSENGER	P		
	ADJUSTABLE STEERING COLUMN - TILT ONLY	P		
	STEERING WHEEL WITH PETERBILT LOGO	P		
	INTERIOR GREY / BLACK	P		
	EXTENDED REAR WINDOW IPO STD - DAY CAB	P		
	DAY CAB REAR WINDOW	P		
	ONE-PIECE CURVED WINDSHIELD	P		
	COMBO FRESH AIR HEATER/AIR CONDITIONER	P		
	OUTSIDE SUNVISOR - STAINLESS STEEL	P		
	N/A W/ 2.1M HR SLEEPER OR F/O SLEEPER			
	STNLS STL MIRRORS 7"X16" W/HEAT ELEMENT	P		
	(2) CONVEX 8" SS MIRROR, CNTR MTD UNDER	P		
	MIRROR BRKT; INCLUDES DUAL DOOR STOPS			
	POWER PACKAGE	P		
	INCLUDES PWR DOOR LOCKS & WINDOWS			
	(1) AIR HORN 15" PAINTED	P		
	MOUNTED UNDER CAB			

UNIT TYPE 2

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
	STANDARD SPEAKER PACKAGE FOR CAB	P		
	(2) SPEAKERS			
	CONCERTCLASS W/O CD, INCLUDES BT PHONE	P		
	& AUDIO, AM/FM, WB, USB AND MP3			
	CB TERMINALS/WIRING MTD UNDER HEADER	P		
	CB ANTENNA MOUNTING, LH MIRROR	P		
	PB ELEC WINDSHIELD WIPERS	P		
	W/INTERMITTENT FEATURE			
	CABMATE CAB AIR SUSP	P		
	TRIANGLE REFLECTOR KIT	P		
	SHIP LOOSE			
	FIRE EXTINGUISHER; CAB MOUNTED	P		
	HAZMAT APPR UL LISTED/RATED ABC			
	BACKUP ALARM (107DB)	P		
	MAIN TRANSMISSION OIL TEMPERATURE GAUGE	P		
	LOCATED IN DRIVER INFORMATION DISPLAY			
	AIR RESTRICTION INDICATOR MTD ON AIR	P		
	CLEANER, INTAKE PIPING, OR FIREWALL			
	BUZZER ON AIR SUSPENSION DUMP VALVE	P		
	MAIN INSTRUMENTATION PANEL	P		
	GRAPHICS DISPLAY			
	HEADLIGHTS COMPOSITE FENDER MOUNTED	P		
	INTEGRAL PARK, TURN, & SIDE MARKER			
	(5) MARKER LIGHTS, AERO LED	P		
	INCANDESCENT SQR STOP/TURN/TAIL/BACKUP	P		
	LH/RH SQUARE EOF OR DROPPED A-BRACE			
	PAINT			
	STANDARD PAINT COLOR SELECTION	P		
	(1) COLOR AXALTA TWO STAGE PAINT	P		
	CAB/HOOD			
	A - L0006EY WHITE - STAND			
	FRAME N0001EA BLACK			
	FENDER L0006EY WHITE - STAND			
	HOOD TOP L0006EY WHITE - STAND			
	CAB ROOF L0006EY WHITE - STAND			
	MISCELLANEOUS			
	PREPAID FREIGHT ADJUSTMENT \$(1,000) NET	U		
	2017 EPA EMISSIONS ENGINE	P		
		U		

City of Laredo

12-14 YRD Dump Body Bid

Specs as follow:

Godwin 12-14 yrd Dump Pkg as per following;

15' 500T Dump bed

8" structural channel longsills

4" structural channel crossmembers on 12" centers

50" tall sloped tailgate 3/16" plate

3/16" Hardox 450 floor

42" tall sides 10 ga.

24" narrow cab shield

63119ECO Hoist

Shurco electrical tarp Bullet series with 8'x18' mesh tarp

Muncie clutch shift pto for Allison auto transmission

Air controls for dump & tailgate

2"x 8" treated boards for filler boards

Pintle Hitch Plate

Pintle Hitch 50 ton capacity

7 way tractor/trailer plug supplied by truck mfg

Painting- Lite Blue

Exceptions as follows:

8" structural channel for long sills in lieu of 8"x2" rectangular tubing &

4" structural channel for crossmembers in lieu of 3"x1.5" rectangular tubing

All above equipment installed and operational.

Total \$25,360.00

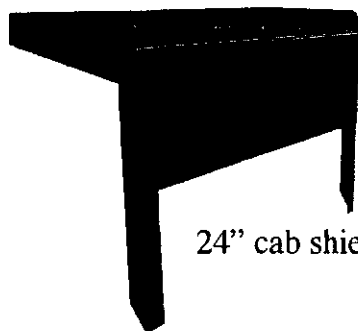
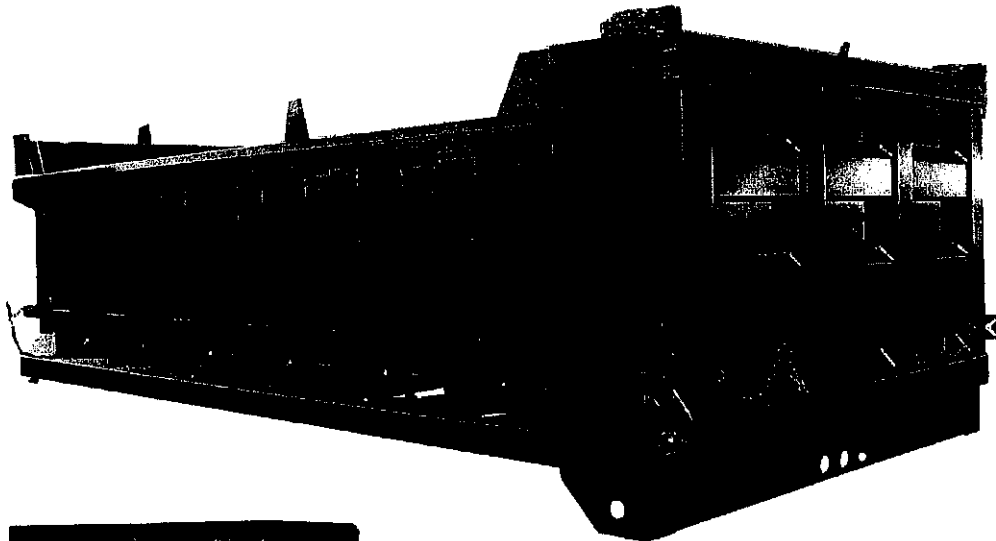
400T & 500TR

Dump Body

Developed for Performance
Engineered for Durability
Built for Results



Godwin



24" cab shield

All Godwin bodies are constructed of 10 gauge ASTM-A 607 grade 50 material or equal to ensure durability and long life. Godwin leads the industry with standard thermoset Zinc primer under black thermoset Powder coating. A 24" cab shield is standard equipment on the 400T and 500TR.

Visit Godwin
Manufacturing and all
affiliated companies
on the world wide web.
www.godwinmfg.com

 **Godwin**
Manufacturing Co., Inc.

400T & 500TR

Dump Body

Specifications:

Body lengths from 12' to 20'

Side Heights are 36", 42", 48", 54"

SIDES:

One piece sides with no welded seams. 10-gauge A607 grade-50 high tensile steel with boxed top rail and fully welded boxed rear corner post. 8" side board gussets with full length rub rails, and box-type side braces.

RUB RAILS:

Full length 45 degree deflector panels are an integral part of the sides.

FLOOR:

3/16" -one piece high tensile steel floor with 2" radius corners. (no seams) A607 grade-50 steel.

FRONT WALL:

10 gauge high tensile A607 grade 50 steel. Full width integral inverted V-type horizontal bracing.

TAILGATE:

9 Panel fully boxed 10 gauge high tensile A607 grade 50 steel with boxed horizontal reinforcements and sloping lower deflector. Tailgate is 8" higher than side.

TAILGATE HARDWARE:

Heavy duty: Upper is offset cast steel hinge. Lower hook is cast steel: engages tailgate pin from top. Banjo eye keeps tailgate chain in position you select.

LIGHTS & REFLECTORS:

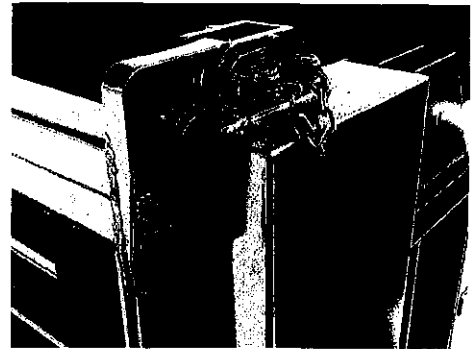
Federal 108 lights are standard, recessed for protection, rubber mounted and shock proof.

UNDERSTRUCTURE:

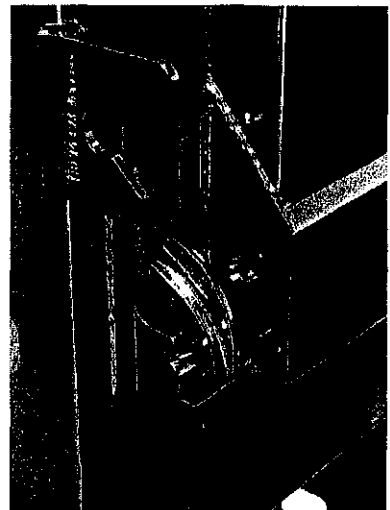
Completely jig built with 4" structural channel crossmembers on 12" centers and 7" structural channel longitudinal. Crossmembers are gusseted and welded to longitudinals.

OPTIONS:

Air tailgate latch, 36" cab shield, 8 gauge sides, 1/4" floor, sloping tailgate, air latch barn door tailgate.




Tailgate hardware is cast steel with grease fittings.



Lower tailgate latch is 4140 grade cast steel. Latch pivots are bushing type width 1 1/4" diameter pin for extra support.



Optional air barn door with asphalt lip shown.

Godwin Mfg. Co., Inc. is an affiliate of 

Godwin Manufacturing Company, Inc.
Highway 421 South-P.O. Box 1147-Dunn, North Carolina 28335
(910) 892-0141 Fax (910) 892-7402

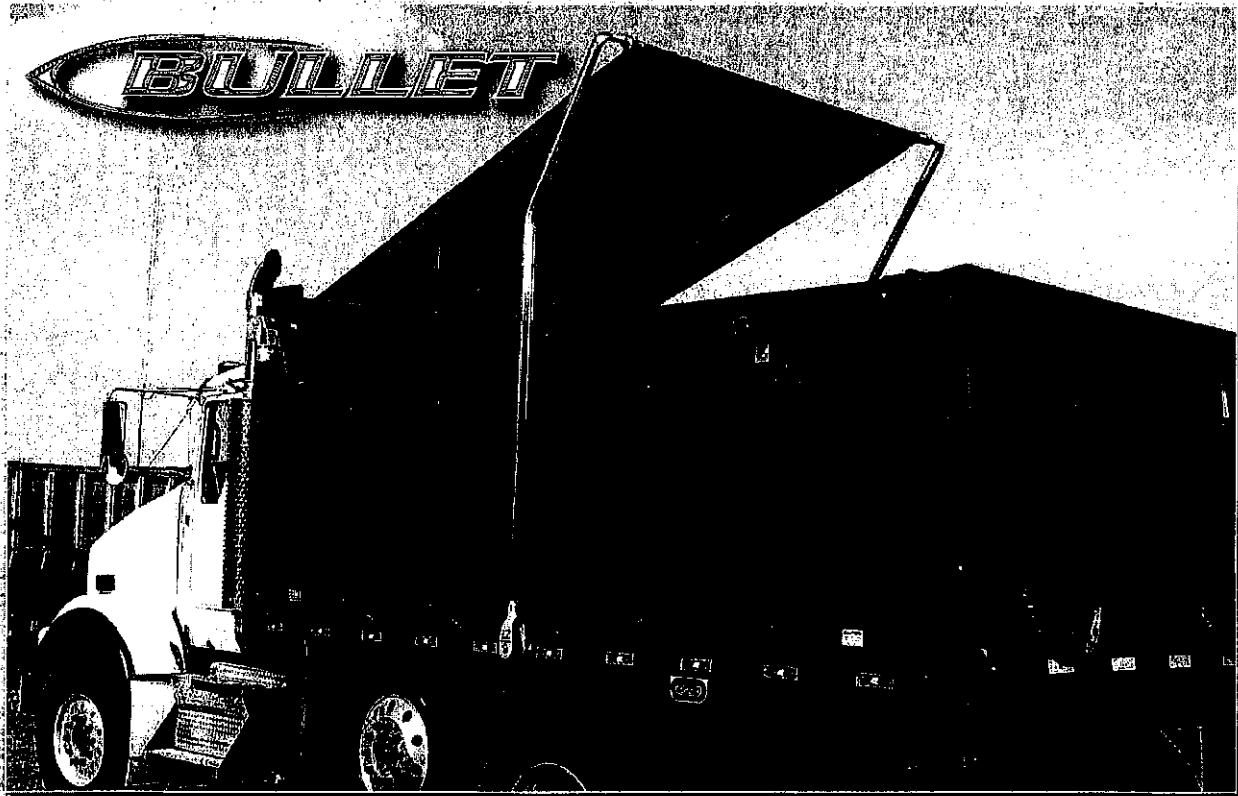
12/18/12



BULLET™ ALUMINUM FLIP TARP

CONSTRUCTION DIVISION

C018FL-0316

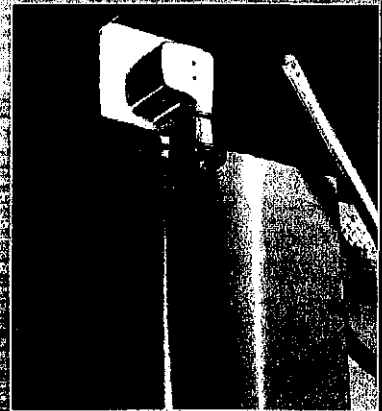


Features

- Bright Anodized Premium Finish Aluminum Arms
- 2-Piece Adjustable Length-Arms For Easy Installation
- Low-Profile Side-Mount Torsion Spring Design
- Durabuilt™ Motor with 3-Year Warranty
- Solid Vinyl or Mesh Tarp

Applications

- Dump Bodies
- End Dumps
- Belly Dumps
- Pups
- Frameless Trailers
- Custom Applications



WWW.SHURCO.COM



CONSTRUCTION DIVISION

BULLET™

Heavy-Duty Dump Truck & Trailer Tarping System

Description

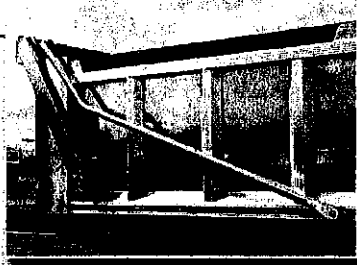
The Bullet™ is designed to cover dump bodies up to 23 feet long. Available with either straight or 30° angled arms of anodized aluminum that will never rust! The tarp moves smoothly on an extruded aluminum roller bar, powered by the Durabuilt™ 12V direct-drive electric motor with rotary switch. Optional upgrades include 40-amp Durabuilt™ rocker switch kit with solenoid, wind deflectors, pivot arm rests and spring trap and tarp trap hold-downs.



Distribution and Service on Six Continents!



Features



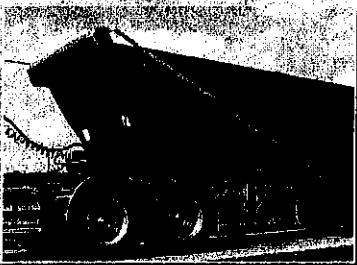
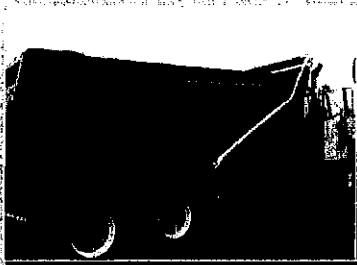
2-Piece Adjustable Arms The two piece arms of the Bullet™ make installation easy. Adjusting the arm lengths during installation lends itself to a proper fit and better operation.

3-Year Motor Warranty The dependable Durabuilt™ 12V direct-drive electric motor has an in-cab rotary switch for operator convenience. The motor comes with a three-year full replacement warranty.

Load Security Five springs per side ensure that your load stays safe and secure even at highway speeds. The springs will secure bodies up to 23 feet long.

Huge Tarp Selection When pricing your Bullet™ system, you will need to order your choice of tarp and add that to the price. Choose from heavy-duty mesh, multicolored PVC mesh, 18-oz. vinyl or asphalt lumite. Asphalt lumite is water resistant and not PVC coated, so it's able to handle much higher heat levels than vinyl. In addition to lumite, other asphalt-friendly selections are also available, including RFL, urethane-coated airbag, 22-oz. vinyl and Donoprene. More tarp options can be selected, such as non-standard colors, side flaps, reinforced pockets or hems, webbing, boxed corners, stenciling, grommets and D-rings.

Optional Upgrades Optional upgrades include 40-amp Durabuilt™ rocker switch kit with solenoid, wind deflectors, pivot arm rests and spring trap and tarp trap hold-downs.



For more information on the Bullet™, contact your local SHURCO® dealer or your nearest SHURCO® location or visit us online at www.SHURCO.com.

Serving You Worldwide

SHURCO® of S. Dakota

Yankton
1-877-729-2969

SHURCO® of OHIO

Loveland
1-866-356-0242

SHURCO® of N. DAKOTA

Fargo
1-877-868-4488

SHURCO® of TEXAS

Brookshire
1-866-689-0039

SHURCO® of FLORIDA

Stuart
1-800-327-8287

SHURCO® of Colorado

Henderson
1-866-355-9173

SHURCO® of ILLINOIS

Decatur
1-866-356-0246

SHURCO® of IOWA

Fort Dodge
1-866-356-0245

SHURCO® of OKLAHOMA

El Reno
1-866-356-0243

SHURCO® of Michigan

Lexington
1-800-327-8287

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

Vendor	RUSH TRUCK CENTER	Date Prepared	12/14/2017
Contact for Vendor:	COLTON KRUSE	Phone	(830) 302-5219
End User:	City of Laredo		
End User Contact:	Roberto Ramirez	Phone/Fax	(956) 727-5400
Product Description:	2018 Peterbilt 348 16 Yd Dump Cab & Chassis		

A: Base Price in Bid/Proposal Number: 521-16		Series: 348		\$73,656.00	
B: Published Options (Itemize Below)					
	DESCRIPTION	AMOUNT	OPT #	DESCRIPTION	AMOUNT
Peterbilt	Dana Spicer D46-170 46,000 LB	\$ 10,248.00	Peterbilt	Dash Mounted Push Button Shifter	\$ 619.00
Peterbilt	Diff Lock both Axles	\$ 2,104.00	RTC-1059	Lot Insurance	\$ 536.00
Peterbilt	Hendrickson HMX460 46,000 lbs	\$ 3,664.00	RTC-1060	Floorplan Interest	\$ 593.00
Peterbilt	Paccar PX-9 350@2000 GOV@2200	\$ 4,864.00			
Peterbilt	Allison 3000 RDS-P Transmission	\$ 10,027.00			
Peterbilt	GY 16 Ply 11R24.5 G751 MSA	\$ 1,900.00			
Subtotal Column 1: \$ 32,807.00			Subtotal Column 2: \$ 1,748.00		
Published Options added to Base Price (Subtotal of "Col 1" & "Col 2")					\$ 34,555.00

C: Subtotal of A + B				\$108,211.00
D: Non Published Options				
Subtotal Column 1:			Subtotal Column 2: \$ -	

Unpublished Options added to Base price (Subtotal "Col 1 + Col 2")

E: Contract Price Adjustment (If any, explain here)		
Rush Buyer's Loyalty Discount		\$ (1,294.00)

F: Total of C + D +/- E \$106,917.00

G: Quantity ordered Units: 2.00 x F \$ 213,834.00

H: BUYBOARD Administrative Fee % \$ -

I: Non-Equipment Charges & Credits (I.e.: Ext. Warranty, Trade-In, Delivery, etc.)				
\$ -				

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I) \$213,834.00

**CITY OF LAREDO
PURCHASING DIVISION**

31.0 Tab B Price Schedule

31.1 Section IA – Dump Trucks (Option 1)

Dump Truck #14
Body Quote #2

Equipment Type	Qty.	Unit Price	Total
Purchase Price- 14 yard Dump Truck (6x4) as per Specifications – 19.0	7	\$ 27,259 ea	\$
		Section IA Total	\$

(Body only)

Make and Model: BALION 500T

Model Year: 2018

Estimated Time of Delivery: 180 Days

**** The quantities are estimates and are based on the best available information ****

Section IB – Dump Trucks (Option 2)

N/A

Equipment Type	Qty.	Unit Price	Total
Purchase Price- 14 yard Dump Truck (6x4) as per Specifications – 19.0	7	\$	\$
		Section IA Total	\$

Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

	Mirror
Air Horn	24.5 Chrome/Round W/Polished Horn Shield
Radio	AM/FM/CD
Wipers	Electric Intermittent
Fire Extinguisher	Compliant
Misc	Cigar Lighter/Ashtray, Triangle Reflector Kit, Backup Alarm
Cab Ext/Interior	White W/Grey Or Black Interior

19.2 Dump Body Specifications 14 Cu. Yd. - We want or exceed each requirement

Description		Minimum Requirements
Steel End Dump Body	ok	15ft. Ox Bodies Brand Or Equivalent <i>Galian Brand</i>
Tank	ok	Front Mount Rear Hinge <i>no sub frame required</i>
Sides	ok	42" 10 Ga. Steel Ribbed, Slanted Back <i>sloped tailgate</i>
Main Frame	ok	8"X2" Rec. Tubing <i>8" structural Channel</i>
Cross Members	ok	12" Centers, 1.5x3 Tubing <i>4" structural Channel</i>
Controls	ok	Tailgate, Air
Floor	ok	3/16" Hardox-400 Or Equivalent <i>430 Hardox</i>
Cylinder	ok	Commercial 74135 <i>Hydr. Hoist High Pressure (6" bore & 1.5" stroke)</i>
Gate/Cab	ok	56" Front Gate 10 Ga. Cab Ht. 76"
Cab Shield	ok	24" Narrow & Center
Tailgate	ok	50" 3/16" Plate
Hoist	?	Double Arm 10" W/3"#80 Pipe Extra Hvy. <i>Not sure this apply to hoist</i>
Controls	ok	Cable Pump/Elec./Hyd./PTO
Pump	ok	C102-D-2.5 D/Mt. C/W Or Equivalent
P.T.O.	ok	Cs20-A1007-H3dx Or Equivalent
Tarp	ok	Aluminum Arms Semi Auto. Vinyl
Boards	ok	8" Wood
Attachment	ok	50 Ton PINTLE Hook W/7-Way Connector
Paint	ok	Light Blue <i>Please provide paint code</i>

20.0 16 Yard Dump Truck Cab and Chassis

The intent of this specification is to define the minimum requirements for the purchase of 2017 or newer Two - 16 yard dump trucks (6x4).

20.1 Chassis Minimum Specifications Diesel Powered

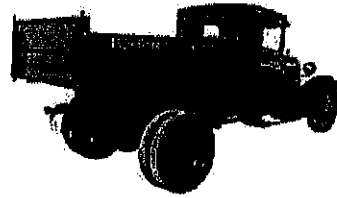
Conventional Cab with end dump body
Current EPA Compliant

Description	Minimum Requirements
Engine Cummins X15 485HP/TQ or Equivalent	485hp/1650ft Lbs W/Engine Protection Shutdown/Idle Shutdown
Speed Limit	Maximum 67 To 69 Mph W/Cruise Control -Approx.
Automatic Transmission	Allison 4500 RDS-P Rugged Duty Service 5 Speed. Or Equivalent

500U/T

Dump Body

*A continued tradition
since the early 1900's*



Tough & Versatile

The Galion 500U/T is excellent for over-the-highway aggregate hauling. Ideal for construction and batching work, and for hauling and spreading stone, sand, gravel and other aggregates. Galion 500U/T series bodies utilize high tensile steel throughout for best resistance to abrasion. Known the world over, Galion bodies provide the ultimate in dump body engineering, longer life and maximum performance.



- Available in 12'- 17' lengths

- Material-shedding boxed top rails

- 8 gauge high tensile floor and tailgate

- 10 gauge high tensile sides and front

- 6-panel tailgate

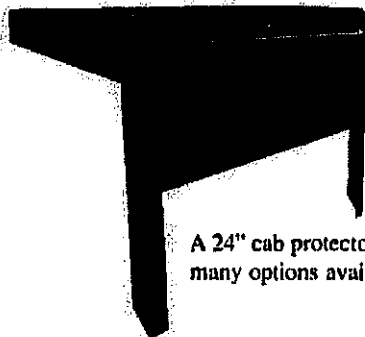
- Tarp-friendly upper gate hardware

- Full-depth rear corner posts

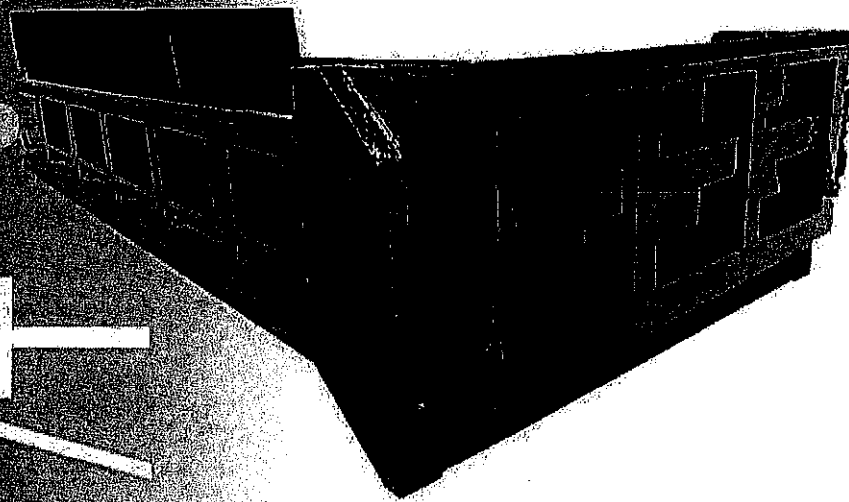
Visit Galion and all affiliated companies on the world wide web.
www.galiongodwin.com

Galion
Galion-Godwin Truck Body Co. LLC

A 24" cab protector is one of many options available on the 500U/T.



500U/T



500U/T Specifications:

General Dimensions:

Available in 12' through 17' inside lengths, in 1' increments with an 84" inside width; 12' bodies available with 33" sides and 43" ends, 13' through 17' bodies available with 43" sides and 53" ends or 48" sides and 58" ends.

Sides:

10 gauge high tensile steel with material shedding boxed top rails, full depth 15" rear corner post, vertical side braces, 10" front and rear board extension pockets, and full length tarp rails.

Floor:

8 gauge high tensile steel with 2" floor to side radius.

Front Bulkhead:

10 gauge high tensile steel construction with two bend top flange and horizontal pressed V reinforcements.

Tailgate:

8 gauge high tensile steel, 6 panel design with fully perimeter box bracing; two intermediate vertical braces and one intermediate horizontal brace and full width lower tailgate pin.

Tailgate hardware:

Heavy duty cast "tarp friendly" top hardware and cast overshot lower hardware and manual release handle.

Lights:

Meets all requirements of FMVSS 108 with oval stop/tail/turn lights recessed in rear post. All lighting is recessed, shock mounted, complete with factory wiring harness.

Understructure:

Stacked design utilizing 7" structural longitudinals gusseted to 4" structural channel crossmembers on 12" centers, lubricated front and rear cross shafts and full width rear bolster.

Safety Features:

All Galion 500U/T bodies are shipped with a "body up" warning light and OSHA required back up alarm.

Options:

Nine panel tailgate

Coal door in gate

Air high lift tailgate

Air tailgate

Asphalt package

Additional light holes

Bolt on spreader apron

2 way barn door tailgate

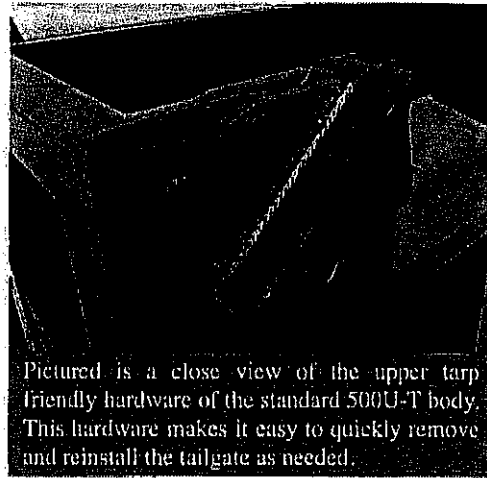
Hoist sized for body (underbody available)

Other gauges, material types, options available

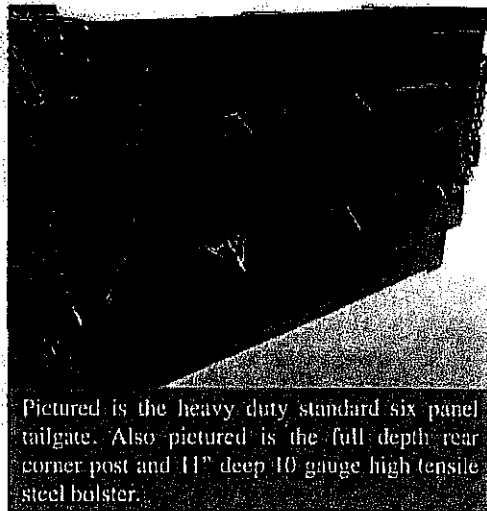
LED lighting ILO incandescent

Various cab protectors (sleek, widths to 90", long version)

Smooth side design with two horizontal "V" braces ILO vertical braces.



Pictured is a close view of the upper tarp friendly hardware of the standard 500U-T body. This hardware makes it easy to quickly remove and reinstall the tailgate as needed.




Pictured is the heavy duty standard six panel tailgate. Also pictured is the full depth rear corner post and 11" deep 10 gauge high tensile steel bolster.

Galion-Godwin Truck Body Co. LLC.

7415 Peabody-Kent Rd. Winesburg OH. 44690 P.O. Box 208
(877) 450-4794 Fax (330) 359-5660

FULL FACTORY WARRANTY
complete parts and service available
through nationwide authorized distributors

Galion-Godwin is an affiliate of  Godwin Group, Dunn, N.C.

Galion-Godwin reserves the right under its Product Improvement Program to modify construction and/or design and furnish equipment when so altered without reference to illustration and/or specifications shown herein. All specifications subject to change without notice.

**CITY OF LAREDO
PURCHASING DIVISION**

31.2 Section IIA – Dump Trucks (Option 1)

~~Buyboard~~

Equipment Type	Qty.	Unit Price	Total
Purchase Price- 16 yard Dump Truck as per Specifications – 20.0	2	\$ 106,917. ⁰⁰	\$ 213,834. ⁰⁰
Engine: At 5yr/250,000 miles	5600	Section IA Total	\$ 39,200.⁰⁰

~~Chassis~~
~~Excludes~~

Make and Model: Peterbilt

Model Year: 2018

Estimated Time of Delivery: 20-30 Days - Chassis

**** The quantities are estimates and are based on the best available information ****

Section IIB – Dump Trucks (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- 16 yard Dump Truck as per Specifications – 20.0	2	\$ 26,360. ⁰⁰	\$ 52,720. ⁰⁰
		Section IA Total	\$

Body

Body Quote #

Make and Model: Godwin 16 yd dump

Model Year: 2018

Estimated Time of Delivery: 90 Days - body

Type of Contract: Buyboard

Contract Number: 521-16

List the Cooperative Purchasing Program and Contract Number: 521-16

Company Name: Rush Truck Center Laredo

Owner/President Name: W.M. "Rusty" Rush

Company Address: 10216 Union Pacific

City, State, Zip Code: Laredo TX 78045

Company Authorized Representative's Signature: [Signature]

Company Representative's Name: Lewis Woodul

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

City of Laredo

14-16 YRD Dump Body Bid

Specs as follow:

Godwin 14-16 yrd Dump Pkg as per following;

16' 500T Dump bed

7" structural channel longsills

4" structural channel crossmembers on 12" centers

50" tall sloped tailgate 3/16" plate

3/16" Hardox 450 floor

42" tall sides 10 ga.

24" narrow cab shield

64135ECO Hoist

Shurco electrical tarp Bullet series with 8'x18' mesh tarp

Muncie clutch shift pto for Allison auto transmission

Air controls for dump & tailgate

8" structural channel for filler boards

Pintle Hitch Plate

Pintle Hitch 50 ton capacity

7 way tractor/trailer plug supplied by truck mfg

Painting- Lite Blue

All above equipment installed and operational.

Total \$26,360.00

UNIT TYPE 2

SPECIAL REQUIREMENTS

SPECIAL RESTRICTIONS 0098170 UNITED STATES REGISTRY

ENGINEERING ASSIGNED RATINGS

GAWR FRONT: 20,000.00 LBS
 GAWR FIRST INTER 23,000.00 LBS SECOND INTER 23,000.00 LBS
 GAWR REAR: 0.00 LBS
 GVWR: 66,000.00 LBS

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
BASE MODEL				
	MODEL 348 MEDIUM DUTY	P		
	NOT APPLICABLE	P		
	SECONDARY MANUFACTURER			
	0200699 LOGAN CORPORATION			
FRAME AND EQUIPMENT				
	10-5/8" STEEL RAILS 286-325"	P		
	5/16" RAIL THICKNESS			
	FULL STEEL INNER LINER	P		
	USE W/10-1/2, 10-3/4, 10-5/8" RAILS			
	CUSTOM WHEELBASE OR OVERHANG	P		
	THREE-PIECE CROSSMEMBERS	P		
	EOF SQUARE WITHOUT XMBR	P		
	USE WITH BODY BUILDER INSTALLED XMBR			
	OMIT REAR MUDFLAPS & HANGERS	P		
FRONT AXLE AND EQUIPMENT				
	DANA SPICER D2000F 20,000 LB	P		
	3.5" DROP			
	TAPER LEAF SPRINGS, SHOCKS 20,000 LB	P		
	POWER STEERING SHEPPARD HD94 DUAL	P		
	POWER STEERING RESERVOIR, FRAME MOUNTED	P		
	W/COOLER			
	PHP10 ALUMINUM PRESET+ HUBS - AIR DISC	P		
	USE WITH FRONT AXLE			
	AIR DISC FRONT BRAKES	P		
REAR AXLE AND EQUIPMENT				
	DANA SPICER D46-170 46,000 LB	P		
	PHP10 ALUMINUM LMS HUBS	P		
	STANDARD STROKE PARKING BRAKES	P		
	DIFF LOCK BOTH AXLES	P		
	ASPHALT DUMP BRAKE CHAMBER CLEARANCE	P		
	USE ONLY WITH S-CAM BRAKES			
	BENDIX SMART ATC TRACTION CONTROL	P		
	X30 BRAKE DRUMS IPO STANDARD	P		
	DRIVE AXLE(S)			
	REAR BRAKE CAMSHAFT REINFORCEMENT	P		
	HEAVY WALL, DRIVE AXLE(S)	P		
	GUSSETED CAM BRACKETS, DRIVE AXLE(S)	P		

UNIT TYPE 2

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
	SBM VALVE	P		
	UPSIZE PARKING BRAKES	P		
	ANTI-LOCK BRAKING SYSTEM (ABS) 6S6M	P		
	SYNTHETIC AXLE LUBRICANT ALL AXLES	P		
	BENDIX AIR CAM REAR DRUM BRAKES 16.5X7	P		
	TANDEM DRIVE AXLE (MODEL 348)	P		
	HEAVY DUTY CAM BUSHINGS, DRIVE AXLE(S)	P		
	THE CUSTOMER SHOULD BE MADE AWARE THAT PETERBILT CANNOT ASSURE ADEQUATE CLEARANCE BETWEEN THE ROLLER ON THE ASPHALT PAVER AND THE REAR AXLE BRAKE CHAMBER WITH TIRES HAVING A STATIC LOADED RADIUS OF LESS THAN 21.1. THE TIRES PRESENTLY SPECIFIED ON THIS UNIT HAVE A 20.7. STATIC LOAD RADIUS.			
	RATIO 5.57 REAR AXLE	P		
	HENDRICKSON HMX460 46,000 LBS, 54" AS HAULMAAX, 60K CREEP RATING SHOCK ABSORBERS FOR HMX SUSPENSION	P		
	ENGINE AND ENGINE EQUIPMENT			
	PACCAR PX-9 350@2000 GOV@2200 1150@1400 PRODUCTIVITY (2017 EMISSIONS)	P		
	ENGINE IDLE SHUTDOWN TIMER ENABLED	P		
	ENABLE EIST AMBIENT TEMP OVERRULE	P		
	EFF EIST NA EXPIRATION MILES	P		
	EFFECTIVE VSL SETTING NA	P		
	CARB ENGINE IDLING COMPLIANCE	P		
	OMIT CHEVRON ENGINE OIL STICKER (DELO)	P		
	N205 120...STANDARD MAXIMUM SPEED LIMIT			
	N207 0....EXPIRATION DISTANCE (N207)			
	P005 120...HARD MAXIMUM SPEED LIMIT (P1			
	P001 73...MAXIMUM ACCELERATOR PEDAL VE			
	P110 0....ACCELERATOR LOWER DROOP (P11			
	P059 73...MAXIMUM CRUISE SPEED (P059)			
	P111 0....CRUISE CONTROL LOWER DROOP (
	N203 252...RESERVE SPEED FUNCTION RESET			
	N202 0....MAXIMUM CYCLE DISTANCE (N202			
	N206 10....MAXIMUM ACTIVE DISTANCE (N20			
	N201 0....RESERVE SPEED LIMIT OFFSET (
	P015 YES...ENGINE PROTECTION SHUTDOWN (
	P026 NO...GEAR DOWN PROTECTION (P026)			
	P046 1400..MAX PTO SPEED (P046)			
	P062 YES...CRUISE CONTROL AUTO RESUME (
	P068 NO...AUTO ENGINE BRAKE IN CRUISE			
	N209 0....EXPIRATION DISTANCE (N209)			
	P520 YES...ENABLE IDLE SHUTDOWN PARK BR			
	P030 5....TIMER SETTING (P030)			
	P233 YES...ENABLE IMPENDING SHUTDOWN WA			
	P234 60....TIMER FOR IMPENDING SHUTDOWN			

UNIT TYPE 2

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
	P516 35...ENGINE LOAD THRESHOLD (P516)			
	P031 NO...IDLE SHUTDOWN MANUAL OVERRUL			
	P230 YES...ENABLE HOT AMBIENT AUTOMATIC			
	P172 40...LOW AMBIENT TEMPERATURE THRE			
	P173 60...INTERMEDIATE AMBIENT TEMPERA			
	P171 80...HIGH AMBIENT TEMPERATURE THR			
	PACCAR 160 AMP ALTERNATOR, BRUSHED	P		
	PACCAR STARTER 12V	P		
	2 PACCAR PREMIUM 12V STARTING	P		
	BATTERIES, 2000 CCA			
	KISSLING BATTERY DISCONNECT SWITCH	P		
	MOUNTED ON BATTERY BOX			
	2/21/13: R-220 PER ASAP OMD (FJJ)			
	2-SPEED FAN CLUTCH FOR FREQUENT	P		
	START/STOPS			
	18.7 CFM AIR COMPRESSOR	P		
	N/A X15			
	VGT EXHAUST BRAKE	P		
	SPIN-ON FUEL FILTER/WATER SEP, UNHEATED	P		
	FRAME MTD			
	ENGINE PROTECTION SHUTDOWN	P		
	W/DASH LABEL			
	HIGH EFFICIENCY COOLING SYSTEM	P		
	RADIAL SEAL, DRY TYPE AIR CLEANER	P		
	FRONTAL AIR INTAKE			
	EXHAUST SINGLE RH SIDE OF CAB	P		
	DPF/SCR RH UNDER CAB (2017)			
	CURVED TIP STANDPIPE(S)	P		
	18" HT, 5" DIA STANDPIPE(S)	P		
	CHROME WITH CLEAR COAT			
	TRANSMISSION AND CLUTCH			
	ALLISON 3000 RDS-P TRANSMISSION, GEN 5	P		
	RUGGED DUTY SERIES			
	ALLISON SCAAN #313182. STALL TURBINE			
	TORQUE = 1584, CONVERTER STALL TORQUE			
	RATIO = 1.770.			
	SPL170 HD-XL DRIVELINE, 1 MIDSHIP BRG	P		
	SPL170 XL DRIVELINE INTERAXLE	P		
	FOR TANDEM REAR AXLES			
	ALLISON WORLD TRANS PRIMARY SHIFT	U		
	SCHEDULE 1			
	ALLISON 5TH GEN RDS, PKG 223	U		
	3000, 3500, 4000, 4500, 4700 TRANS			
	ALLISON FUELSENSE BASIC	P		
	TC-421 TORQUE CONVERTER	U		
	ALLISON TRANSMISSION			
	AUTO NEUTRAL ACTIVATES W/ PARKING BRAKE	P		
	ALLISON 6-SPEED CONFIGURATION	P		
	3000 SERIES TRANS, CLOSE RATIO GEARS			
	DASH MOUNTED PUSH BUTTON SHIFTER	P		

UNIT TYPE 2

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
	AIR AND TRAILER EQUIPMENT			
	BENDIX AD-IS EP AIR DRYER W/HEATER	P		
	AND COALESCING FILTER; EXTENDED PURGE			
	PULL CORDS ALL AIR TANKS	P		
	NYLON CHASSIS HOSE	P		
	ALUMINUM NATURAL AIR TANKS	P		
	OUTSIDE FRAME RAILS			
	HIGH MOUNT AIR TANKS LOCATED BOC/BOS	P		
	WHERE POSSIBLE			
	TIRES AND WHEELS			
	FF: GY 20 PLY 425/65R22.5 G296 MSA	P		
	PART: GY425/65R225LG296MS FET: 74			
	RR: GY 16 PLY 11R24.5 G751 MSA	P		
	PART: GY138798576 FET: 280			
	CODE-REAR TIRE QTY 08.			
	FF: ALCOA 824627 22.5X12.25 CLEAN BUFF	P		
	ALM			
	RR: ALCOA 985657 24.5X8.25 CLEAN BUFF	P		
	ALM, SEVERE SERVICE			
	CODE-REAR RIM QTY 08.			
	FF: POLISH WHEELS, OUTER SURFACE,	P		
	SGL OR TDM STEER, W/O CHROME WHEEL NUTS			
	RR: POLISH WHEELS, OUTER SURFACE,	P		
	TANDEM DRIVE, W/O CHROME WHEEL NUTS			
	FUEL TANKS			
	23" ALUM 100 GAL FUEL TANK LH U/C	P		
	NON-SLIP FUEL TANK STEP LH U/C			
	5/6/13: R 330 PER OAR 377086,			
	LOCATION LH UNDER CAB 100 GAL.			
	POLISH (1) NON-SLIP FUEL TANK STEP	P		
	U/C TANK ONLY			
	POLISH (1) ALUMINUM FUEL TANK	P		
	POLISH ALL FUEL / HYDRAULIC TANK STRAPS	P		
	DEF TANK MOUNTED LH BOC	P		
	STD DEF TO FUEL RATIO 2:1 OR GREATER	P		
	POLISHED SS COVER FOR DEF TANK	P		
	DEF TANK SMALL	P		
	BATTERY BOX AND BUMPER			
	ALUMINUM SPACE SAVER BATTERY BOX RH BOC	P		
	BATTERY ACCESS FROM SIDE			
	RUBBER BATTERY PAD IN BOTTOM	P		
	(1) BATTERY BOX			
	POLISHING BATTERY/TOOL BOX(S)	P		
	AFTERTREATMENT CAB ENTRY, COMPLETE			
	AFTERTREATMENT RH U/C ALUM NON-SLIP	P		
	CAB ENTRY STEP			
	ALUMINUM CHANNEL BUMPER SS CLAD	P		
	2 TOW PINS			

UNIT TYPE 2

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
CAB AND EQUIPMENT				
	ALUM CAB 108" BBC METTON HOOD	P		
	W/BRIGHT FINISH CROWN			
	SEVERE SERVICE CAB PACKAGE #1	P		
	INCLUDES ALUM SIDE SKINS, ALUM REAR			
	THERMAL INSULATION PACKAGE IN CAB	P		
	FENDER LIPS 2" WIDE	P		
	SEARS ATLAS 70 DRIVER SEAT	P		
	PETERBILT ULTRARIDE PASSENGER SEAT	P		
	DRIVERS ARMREST - RH ONLY	P		
	BLACK SEAT COLOR IPO STD COLOR	P		
	AIR RIDE DRIVER	P		
	HIGH BACK DRIVER	P		
	MORDURA DRIVER	P		
	NON-AIR RIDE PASSENGER	P		
	HIGH BACK PASSENGER	P		
	MORDURA PASSENGER	P		
	MANIFEST POUCH ON REAR CAB WALL	P		
	ADJUSTABLE STEERING COLUMN	P		
	TILT/TELESCOPE			
	STEERING WHEEL WITH PETERBILT LOGO	P		
	INTERIOR GREY / BLACK	P		
	EXTENDED REAR WINDOW IPO STD - DAY CAB	P		
	DAY CAB REAR WINDOW	P		
	ONE-PIECE CURVED WINDSHIELD	P		
	COMBO FRESH AIR HEATER/AIR CONDITIONER	P		
	OUTSIDE SUNVISOR - STAINLESS STEEL	P		
	N/A W/ 2.1M HR SLEEPER			
	MIRRORS SSTL EACH SIDE HTD & MTRZD	P		
	(N/A W/6501100)			
	(2) CONVEX 8" SS MIRROR, CNTR MTD UNDER	P		
	MIRROR BRKT; INCLUDES DUAL DOOR STOPS			
	POWER PACKAGE	P		
	INCLUDES PWR DOOR LOCKS & WINDOWS			
	POLISHED LOWER MIRROR BRACKET COVERS	P		
	(2) AIR HORNS 24.5" CHROME - ROUND	P		
	INCLUDES POLISHED HORN SHIELDS			
	STANDARD SPEAKER PACKAGE FOR CAB	P		
	(2) SPEAKERS			
	CONCERTCLASS W/CD, BLUETOOTH PHONE &	P		
	AUDIO INC. AM/FM, WB, USB & MP3			
	CB TERMINALS/WIRING MTD UNDER HEADER	P		
	(2) 48" CB ANTENNAS	P		
	CB ANTENNA MOUNTING, LH MIRROR	P		
	CB ANTENNA MOUNTING, RH MIRROR	P		
	RADIO ANTENNA MTD ON LH MIRROR BRKT	P		
	N/A W/RAMI SYSTEM			
	PLUG-IN AUTO RESET CIRCUIT BRKR	P		
	IPO FUSES IN JUNCTION BOX			
	PB ELEC WINDSHIELD WIPERS	P		
	W/INTERMITTENT FEATURE			

UNIT TYPE 2

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
	CABMATE CAB AIR SUSP	P		
	TRIANGLE REFLECTOR KIT	P		
	SHIP LOOSE			
	5 LB 3A:40BC FIRE EXTINGUISHER CAB MTD	P		
	MAIN TRANSMISSION OIL TEMPERATURE GAUGE	P		
	LOCATED IN DRIVER INFORMATION DISPLAY			
	AIR RESTRICTION INDICATOR	P		
	MTD ON AIR CLEANER OR INTAKE PIPING			
	SWITCH TO DEACTIVATE BENDIX ATC	P		
	TRACTION CONTROL			
	BRIGHT BEZEL GAUGES IPO BLACK	P		
	MAIN INSTRUMENTATION PANEL	P		
	GRAPHICS DISPLAY			
	HEADLIGHTS COMPOSITE FENDER MOUNTED	P		
	INTEGRAL PARK, TURN, & SIDE MARKER			
	(5) MARKER LIGHTS, AERO LED	P		
	SWITCH & WIRING FOR F/O FOG/ROADLIGHT	P		
	NONE FURNISHED STOP/TAIL/BACKUP	P		
	ADDITIONAL LED ROUND TURN SGNL	P		
	MTD MIRRORS			
	PAINT			
	STANDARD PAINT COLOR SELECTION	P		
	(1) COLOR AXALTA TWO STAGE PAINT	P		
	CAB/HOOD			
	A - L0006EY WHITE - STAND			
	FRAME N0001EA BLACK			
	FENDER L0006EY WHITE - STAND			
	HOOD TOP L0006EY WHITE - STAND			
	CAB ROOF L0006EY WHITE - STAND			
		P		
	MISCELLANEOUS			
		P		
		U		
	NOTES			
		U		

CITY OF LAREDO
PURCHASING DIVISION

31.2 Section IIA – Dump Trucks (Option 1)

Body Quoted
Dump Body

Equipment Type	Qty.	Unit Price	Total
Purchase Price- 16 yard Dump Truck as per Specifications – 20.0	2	\$ 28,659 ea	\$
		Section IA Total	\$

(Body only)

Make and Model: GALION 500T

Model Year: 2018

Estimated Time of Delivery: 180 Days

**** The quantities are estimates and are based on the best available information ****

Section IIB – Dump Trucks (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- 16 yard Dump Truck as per Specifications – 20.0	2	\$	\$
		Section IA Total	\$

Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

GVWR	58,000# To 60,000#
Front Axle	18,000# Dana Spicer W/Shocks Or Equivalent
Steering	Power
Rear Axle	40,000# Meritor MT-040-14X-4DER, Tandem w/Driver controlled Locking Differential or Equivalent
RR Axle Ratio	Approx. 4.33
Front Tires	385/65R 22.5 Load Range J MSA (Goodyear or Equal)
Rear Tires	11R22.5 Load Range H G751MSA (Goodyear or Equal)
Wheels	Front Disc 22.5x12.25 Aluminum 10 Stud; Rear Dual Disc, 22.5x8.25 Rims Powder Coat steel 10 Stud
Air Cleaner	Extra Heavy Duty Dry Type
Fuel Tank	100 Gal Aluminum Single Or Dual
Cab	Severe Service W/Air conditioning
Steering Column	Adjustable
Gauges	Fuel, Alt, Oil, Trans Oil, Air, Etc.
Mirrors	Stainless Steel 7"X16" Convex Mirror OVRT RH Door (2) 8" SS Mirror
Air Horn	24.5 Chrome/Round W/Polished Horn Shield
Radio	AM/FM/CD
Wipers	Electric Intermittent
Fire Extinguisher	Compliant
Misc	Cigar Lighter/Ashtray, Triangle Reflector Kit, Backup Alarm
Cab Ext/Interior	White W/Grey Or Black Interior

20.2 Dump Body Specifications 16 Cu. Yd. -we meet or exceed each requirement

Description	Minimum Requirements
Steel End Dump Body	OK 16ft. Warren FLS Or Equivalent <i>Galions Brand</i>
Tank	OK Front Mount Rear Hinge <i>no subframe</i>
Sides	OK 42" 10 Ga. Steel Ribbed, Slanted Back <i>slanted tailgate</i>
Main Frame	OK 7" Structural Channel <i>8" Structural Channel</i>
Cross Members	OK 4" Structural Channel 12" CL <i>4" Structural Channel</i>
Controls	OK Tailgate, Air
Floor	OK 3/16" Hardox-450 Or Equivalent
Cylinder	OK MUNCIE 74135
Gate/Cab	OK 48" Front Gate
Cab Shield	OK 24" Narrow & Center to Fit Truck
Tailgate	OK 48" 3/16" Plate
Hoist	OK Front Telescopic
Controls	OK Full Air Controls
Pump	OK Permeo Air Shift
P.T.O.	OK MUNCIE or Equivalent
Tarp	OK Aluminum Arms Donovan or Equivalent

**CITY OF LAREDO
PURCHASING DIVISION**

Boards	dc	3/16" Formed Steel	8" wood is what I think this should be.
Attachment	dc	50 Ton PINTLE Hook W/7-Way Connector	
Paint	ml	Light Blue	please provide paint color

21.0 Automated Refuse Side Loader Specifications

The intent of this specification is to define the minimum requirements for the purchase of six, 2017 or newer side loaders.

21.1 Chassis for Automated Refuse Side Loader AUTOREACH Model 3147 or Approved equal.

21.2 Minimum specifications

Description	Minimum Specifications
Model	Cab over chassis; Class 8 Truck
Frame	10-3/4 in Steel rails, with Full steel inner liner, Frame rail minimum 120,000 psi, FEPTO provision, 9 in. bumper extension, two solid mount FEPTO hooks
Dimensions	Approx. 225" WB, 222" CA, 54" AF Compatible w/body
Front Axle	Dana Spicer DF2000F 20,000lb
Rear Axle	Dana Spicer D46-170 HP 46,000lb, 6.14 rear axle ratio, approx. Hendrickson RTE-463 46,000lb suspension
Engine, Diesel Current EPA Compliant Cummins, Paccar, Or Equivalent	320-350 HP/1150-1350 L.B. FT.(governed at Approx. 62mph) High efficiency cooling system 270 Amp alternator (with brake retarder), 130 Amp alternator (w/o brake retarder), Battery disconnect switch 16in. FVG air cleaner horizontal mount
Transmission	Allison 4500 RDS 5 year extended warranty on transmission
Air & Trailer Equipment	Bendix air dryer AD-IP w/heater
Tires & Wheels	FF:315X80R22.5 BR 20 ply M860/steel wheels RR:1 IRX22.5 BR 16 ply L320/steel wheels
Fuel Tank	70 gallon fuel tank LH
Cab Equipment	RH drive, Compliant Fire Extinguisher, Driver/passenger air seat, Back up alarm, Rear window back of cab, Diamond plate covering seats Air conditioning, AM/FM/CD radio
Warranty	5 Year / Powertrain extended warranty 3 year / Chassis extended warranty

21.3 Specialized Body

Installed: Hopper Packer assist panel, Pederson Smart Light System, fire extinguisher with bracket, trap lights, Hopper work light, rubber on Hopper opening, camera assist lights, autoloader, composite spill plate, x-wear on packer shoes, heavy duty floor (3/16"), triangle safety kit, 5lb fire extinguisher in cab, and two tone paint.

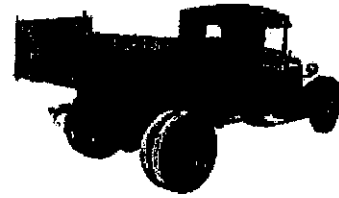
21.4 Installed Camera System (Zone Defense or Approved Equal)

Quantity (1): 7" LCD Color Monitor (Model: M-302zd.22 1330); Power DC10-32v 6W;
S/N zd302ZD.221317451

500U/T

Dump Body

*A continued tradition
since the early 1900's*



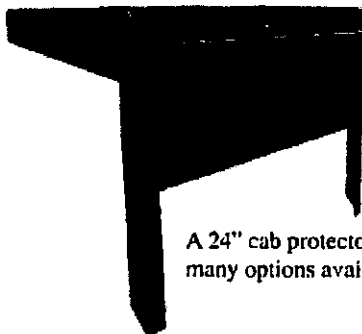
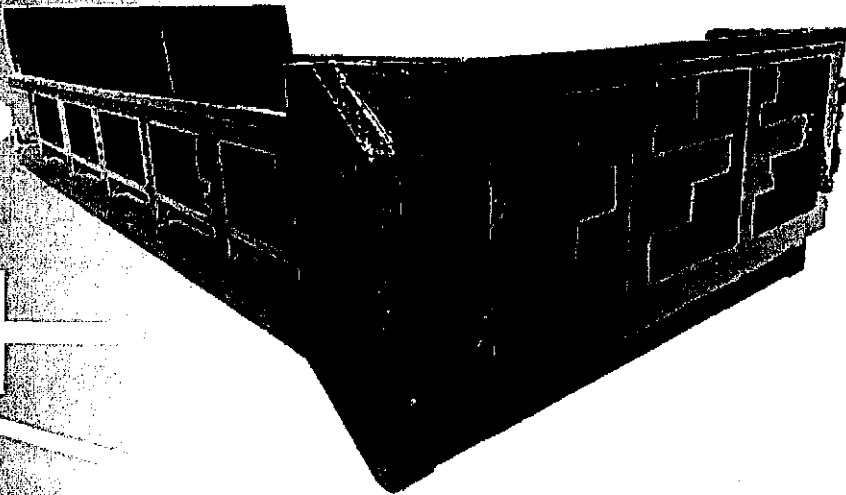
Tough & Versatile

The Galion 500U/T is excellent for over-the-highway aggregate hauling. Ideal for construction and batching work, and for hauling and spreading stone, sand, gravel and other aggregates. Galion 500U/T series bodies utilize high tensile steel throughout for best resistance to abrasion. Known the world over, Galion bodies provide the ultimate in dump body engineering, longer life and maximum performance.



PRIMER

- Available in 12' - 17' lengths
- Material-shedding boxed top rails
- 8 gauge high tensile floor and tailgate
- 10 gauge high tensile sides and front
- 6-panel tailgate
- Tarp-friendly upper gate hardware
- Full-depth rear corner posts



A 24" cab protector is one of many options available on the 500U/T.

Visit Galion and all affiliated companies on the world wide web.
www.galiongodwin.com

Galion
Galion-Godwin Truck Body Co. LLC®

500U/T

500U/T Specifications:

General Dimensions:

Available in 12' through 17' inside lengths, in 1' increments with an 84" inside width. 12' bodies available with 33" sides and 43" ends. 13' through 17' bodies available with 43" sides and 53" ends or 48" sides and 58" ends.

Sides:

10 gauge high tensile steel with material shedding boxed top rails, full depth 15" rear corner post, vertical side braces, 10" front and rear board extension pockets, and full length tarp rails.

Floor:

8 gauge high tensile steel with 2" floor to side radius.

Front Bulkhead:

10 gauge high tensile steel construction with two bend top flange and horizontal pressed V reinforcements.

Tailgate:

8 gauge high tensile steel, 6 panel design with fully perimeter box bracing, two intermediate vertical braces and one intermediate horizontal brace and full width lower tailgate pin.

Tailgate hardware:

Heavy duty cast "tarp friendly" top hardware and cast overshot lower hardware and manual release handle.

Lights:

Meets all requirements of FMVSS108 with oval stop/tail/turn lights recessed in rear post. All lighting is recessed, shock mounted, complete with factory wiring harness.

Understructure:

Stacked design utilizing 7" structural longitudinals gusseted to 4" structural channel crossmembers on 12" centers, lubricated front and rear cross shafts and full width rear bolster.

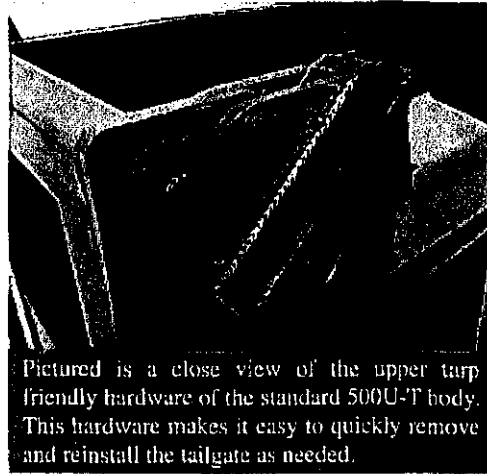
Safety Features:

All Galion 500U/T bodies are shipped with a "body up" warning light and OSHA required back up alarm.

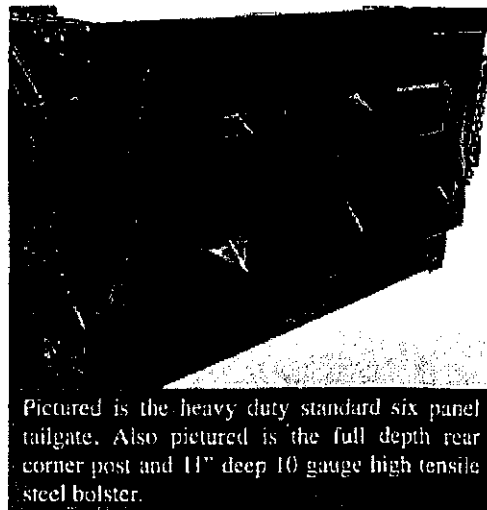
Options:

Nine panel tailgate
Coal door in gate
Air high lift tailgate
Air tailgate
Asphalt package
Additional light holes
Bolt on spreader apron
2 way barn door tailgate
Hoist sized for body (underbody available)
Other gauges, material types, options available
L.E.D. lighting ILO incandescent
Various cab protectors (sleek, widths to 90", long version)
Smooth side design with two horizontal "V" braces ILO vertical braces.

FULL FACTORY WARRANTY
complete parts and service available
through nationwide authorized distributors




Pictured is a close view of the upper tarp friendly hardware of the standard 500U-T body. This hardware makes it easy to quickly remove and reinstall the tailgate as needed.



Pictured is the heavy duty standard six panel tailgate. Also pictured is the full depth rear corner post and 11" deep 10 gauge high tensile steel bolster.

Galion-Godwin Truck Body Co. LLC.
7415 Peabody-Kent Rd. Winesburg OH. 44690 P.O. Box 208
(877) 450-4794 Fax (330) 359-5660

Galion-Godwin is an affiliate of  Dunn, N.C.

Galion-Godwin reserves the right under its Product Improvement Program to modify construction and/or design and furnish equipment when so altered without reference to illustration and/or specifications shown herein. All specifications subject to change without notice.

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

Vendor	RUSH TRUCK CENTER	Date Prepared	12/14/2017
Contact for Vendor:	COLTON KRUSE	Phone	(830) 302-5219
End User:	City of Laredo		
End User Contact:	Roberto Ramirez	Phone/Fax	(956) 727-5400
Product Description:	2018 Peterbilt 520 Cab & Chassis		

A: Base Price in Bid/Proposal Number: 521-16		Series: 320/520	\$121,932.00
B: Published Options (Itemize Below)			
	DESCRIPTION	AMOUNT	
Peterbilt	FEPTO Prov 4-7/8" Bumper Extension	\$ 757.00	
Peterbilt	Hendrickson HMX460 46,000 Lbs, 54"AS	\$ 1,032.00	
Peterbilt	Allison 4500 RDS-P Transmission	\$ 16,721.00	
Peterbilt	BR 20 Ply 315/80R22.5 M860A	\$ 2,140.00	
Peterbilt	Alcoa Clean Bull Aluminum Wheels	\$ 1,840.00	
Peterbilt	53" LCF Probilt Cab RH Drive	\$ 1,326.00	
Subtotal Column 1:		\$ 23,816.00	
			Subtotal Column 2: \$ 1,129.00
Published Options added to Base Price (Subtotal of "Col 1" & "Col 2")			\$ 24,945.00

C: Subtotal of A + B		\$146,877.00
D: Non Published Options		
Subtotal Column 1:		\$ -
Subtotal Column 2:		\$ -

Unpublished Options added to Base price (Subtotal "Col 1 + Col 2")

E: Contract Price Adjustment (If any, explain here)		
Rush Buyer's Loyalty Discount		\$ (1,810.00)

F: Total of C + D +/- E	\$145,067.00
-------------------------	--------------

G: Quantity ordered Units: <u>6.00</u> x F	\$ 870,402.00
--	---------------

H: BUYBOARD Administrative Fee	%	\$ -
--------------------------------	---	------

I: Non-Equipment Charges & Credits (I.e.: Ext. Warranty, Trade-In, Delivery, etc.)		
		\$ -

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)	\$870,402.00
---	--------------

**CITY OF LAREDO
PURCHASING DIVISION**

31.3 Section IIIA – Automated Refuse Side Loader (Cab & Chassis Only) (Option 1)

(Buyboard)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Automated Refuse Side Loader (Cab & Chassis) as per Specifications – 21.2	6	\$ 145,067. ⁰⁰	\$ 870,402. ⁰⁰
Engine: A-57/300hp/1000 miles		1995.⁰⁰	11,850.⁰⁰

(EXTENDED WARRANTY)

Make and Model: Peterbilt 520

Model Year: 2018

Estimated Time of Delivery: 15 - 30 Days

*** The quantities are estimates and are based on the best available information ***

Section IIIA – Automated Refuse Side Loader (Cab & Chassis Only) (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Automated Refuse Side Loader (Cab & Chassis) as per Specifications – 21.2	6	N/A	\$

Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: Buyboard

Contract Number: 52116

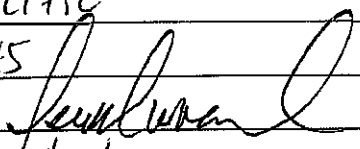
List the Cooperative Purchasing Program and Contract Number: 521-16

Company Name: Rush Truck Center, Laredo

Owner/President Name: W.M. "Rusty" Rush

Company Address: 10716 Union Pacific

City, State, Zip Code: Laredo TX 78045

Company Authorized Representative's Signature: 

Company Representative's Name: Lewis Woodruff

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

CHASSIS NUMBER: Plant:

MODEL: 0005201

CUSTOMER NAME: RRS 520RH X12 FLEET

TENTATIVE DATE: 01/08/18

REPORT DATE: 11/20/17
CHASSIS NUMBER:
STARTING CHASSIS NO:
DTPO CONTROL NO:
PROCESSING STATUS: RELS
ORDER TYPE: 0
VEHICLE IDENTIFICATION NO:
COMMENTS:
DEALER NO:
CUSTOMER NO:
CUSTOMER NAME:
SHIPPING DESTINATION: C642
CUSTOMER/STOCK CODE: S
ORDER RECEIVED DATE: 09/06/17
ORDER ENTRY DATE: 09/06/17
REQUESTED: 01/29/18
PRICE EFFECTIVE DATE: 07/01/16
ACTUAL DELIVERY DATE:
FINAL SCHEDULE DATE:
CANCELLATION DATE:
WARRANTY EFFECTIVE DATE:
PROMOTION PROGRAM NO:
PCT:

MODEL: 0005201
ENDING CHASSIS NO:

OPS STAT: RELS
CHS STAT: AL

QUANTITY:

UNIT TYPE: 2
EPA CODE:

DEALER PO:
CUSTOMER PO:

TENTATIVE DATE: 01/08/18
FIRM DATE:
OVERRIDE SCHEDULE DATE:
DEALER DOWNLOAD DATE:
CAB SCHEDULE DATE:
FRAME SCHEDULE DATE:
PREBILL DATE: 09/20/17
WARRANTY RECEIPT DATA:

DIMENSION AND WEIGHTS

COMMODITY HAULED: 0091180
INTENDED SERVICE: 0093040

REFUSE, SCRAP, RECYCLING
REFUSE/LANDFILL

BODY DATA

TYPE: 0095220
LENGTH: 240.00 IN
AUTOMATED SIDE LOADER / PUSH-OUT
HEIGHT: 162.00 IN

MAX WEIGHT: 15000.00 LBS

TRAILER DATA

TYPE:
LENGTH:
CENTER LINE OF AXLE GROUP:
CORNER RADIUS:

HEIGHT:

KING PIN:

NUMBER OF TRAILER AXLES:

OPERATING AREA RESTRICTIONS

LENGTH: 40.00 FT
OPERATION AREA (EXPORT ONLY):

WIDTH: 102.00 IN

HEIGHT: 13.50 FT

CHASSIS DATA

AXLE LOADS FRONT: 20000.00 LBS
MAXIMUM GRADE PERCENT: 6

REAR: 46000.00 LBS
PERCENT HIGHWAY: 94
PERCENT CLASS B: 6
PERCENT CLASS C:
PERCENT CLASS D:

GCW: 66000.00 LBS

WHEELBASE: 218.00 IN
CAB TO END OF FRAME: 328.00 IN

CAB TO AXLE: 218.00 IN
AXLE TO BACK OF CAB: 0.10 IN

SPECIAL REQUIREMENTS:

098010 CALIFORNIA REGISTRY
SAWR FRONT: 20000.00 LBS
SAWR SECOND INTER: 23000.00 LBS
PRODUCTION CHANGE:
ENGINE SERIAL NUMBER:
JLD QUOTE OR INQUIRY NO:

GAWR FIRST INTER: 23000.00 LBS
GAWR REAR:
CHANGE ORDER CHANGE
ACTUAL WEIGHT:

GVWR: 66000.00 LBS
INVOICE TERMS: CLE

DESCRIPTION

MODEL 520 LCF
THE CODES LISTED IN N01XX LINES WERE NOT VALID FOR THIS MODEL OR YOUR 1381460 1381460 NOT APPLICABLE SECONDARY MANUFACTURER 10-3/4" STEEL RAILS 343-450" 3/8" RAIL THICKNESS
FULL STEEL INNER LINER
USE W/10-1/2, 10-3/4, 10-5/8" RAILS

PUB
P
P
P
P
P

CITY OF LAREDO
PURCHASING DIVISION

31.4 Section IVA – Automated Refuse Side Loader (Body Only) (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Automated Refuse Side Loader (Body) as per Specifications – 21.3 & 21.4	6	\$	\$

Make and Model: N/A

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information ****

Section IVA – Automated Refuse Side Loader (Body Only) (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Automated Refuse Side Loader (Body) as per Specifications – 21.3 & 21.4	6	\$	\$

Make and Model: N/A

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: [Signature]

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

Vendor	RUSH TRUCK CENTER	Date Prepared	12/14/2017
Contact for Vendor:	COLTON KRUSE	Phone	(830) 302-5219
End User:	City of Laredo		
End User Contact:	Roberto Ramirez	Phone/Fax	(956) 727-5400
Product Description:	2018 Peterbilt 348 Rear Loader Cab & Chassis		

A: Base Price in Bid/Proposal Number: 521-16		Series: 348 \$78,656.00			
B: Published Options (Itemize Below)					
	DESCRIPTION	AMOUNT	OPT #	DESCRIPTION	AMOUNT
Peterbilt	Full Steel Inner Liner	\$ 1,253.00	Peterbilt	Wiring Provision for F/O Drivetrain System	\$ 766.00
Peterbilt	Meritor RT46-160 46,000 lb	\$ 9,911.00	RTC-1059	Lot Insurance	\$ 536.00
Peterbilt	Hendrickson HMX460 46,000 lbs	\$ 3,656.00	RTC-1060	Floorplan Interest	\$ 593.00
Peterbilt	Paccar PX-9 350@2000 G●V@2200	\$ 3,597.00			
Peterbilt	Allison 3000 RDS-P Transmission, GEN 5	\$ 10,027.00			
Peterbilt	BR 11R/22.5 M843	\$ 1,008.00			
Subtotal Column 1: \$ 29,452.00		Subtotal Column 2: \$ 1,895.00			
Published Options added to Base Price (Subtotal of "Col 1" & "Col 2")					\$ 31,347.00

C: Subtotal of A + B		\$105,003.00
D: Non Published Options		
Subtotal Column 1:		Subtotal Column 2: \$ -

Unpublished Options added to Base price (Subtotal "Col 1 + Col 2")

E: Contract Price Adjustment (If any, explain here)		
Rush Buyer's Loyalty Discount		\$ (1,386.00)

F: Total of C + D +/- E \$103,617.00

G: Quantity ordered Units: 6.00 x F \$ 621,702.00

H: BUYBOARD Administrative Fee % \$ -

I: Non-Equipment Charges & Credits (I.e.: Ext. Warranty, Trade-In, Delivery, etc.)		
		\$ -

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I) \$621,702.00

**CITY OF LAREDO
PURCHASING DIVISION**

31.5 Section VA – Automated Refuse Rear Loader (Cab & Chassis Only) (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Automated Refuse Rear Loader (Cab & Chassis) as per Specifications – 22.1 & 22.2	6	\$ 103,617. ⁰⁰	\$ 621,702. ⁰⁰
Engine: CAT 5.9/250hp		\$ 56,000.00	\$ 3,360,000.00

~~(Buyboard)~~
~~(Chassis)~~
~~EXTENDED WARRANTY~~

Make and Model: PETERBILT 348

Model Year: 2018

Estimated Time of Delivery: 10 Days

**** The quantities are estimates and are based on the best available information ****

Section VA – Automated Refuse Rear Loader (Cab & Chassis Only) (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Automated Refuse Rear Loader (Cab & Chassis) as per Specifications – 22.1 & 22.2	6	N/A	

Make and Model: N/A

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: Buyboard

Contract Number: 521-16

List the Cooperative Purchasing Program and Contract Number: 521-16

Company Name: Rush Truck center, Laredo

Owner/President Name: WM "Rusty" Rush

Company Address: 10216 Union Pacific Blvd

City, State, Zip Code: Laredo TX 78045

Company Authorized Representative's Signature: [Signature]

Company Representative's Name: Lewis Woodcut

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

PETERBILT
VMXXR036-1
UNIT TYPE 2

PAGE 001
AS OF 09/18/17

DEALER CODE - S047
NAME AND ADDRESS
RUSH PBLT CTRS OF TX LP

P. O. BOX 200105

SAN ANTONIO TX 78220

DATES
REQ DELV 09/15/17

DELIVERY 09/18/17
PRIC EFF 09/18/17

PREVIOUS CHASSIS NO.

THE FOLLOWING LIST DESCRIBES ALL COMPONENTS USED FOR THIS CHASSIS
DIMENSIONS AND WEIGHTS FOR THE ENTIRE ORDER ARE STATED IN CUSTOMARY.

APPLICATION

COMMODITY HAULED 0091180 REFUSE, SCRAP, RECYCLING
INTENDED SERVICE 0093035 REFUSE/ON-HWY

BODY

BODY TYPE 0095110 REAR LOADER
BODY LENGTH 288.00 IN BODY HEIGHT 102.00 IN
MAX LADEN WEIGHT 1000.00 LBS

TRAILER

TRAILER TYPE
TRAILER LENGTH .00 FT TRAILER HEIGHT .00 FT
KINGPIN .00 IN CTR LINE AXLE GRP .00 IN
CORNER RADIUS .00 IN NO TRAILER AXLES 00

OPERATING AREA RESTRICTIONS

LENGTH 65.00 FT WIDTH 102.00 IN HEIGHT 13.50 FT
**** DEALER ASSIGNED:

CHASSIS

FRONT AXLE LOAD 14600.00 LBS REAR AXLE LOAD 46000.00 LBS GCW 60600.00 LBS
WHEELBASE 226.00 IN FAX/BOC 69.80 IN CAB/AXLE 156.20 IN
CAB/EOF 231.20 IN MAXIMUM GRADE 06 PERCENT HIGHWAY 095 % CLASS B 005
% CLASS C 000
% CLASS D 000

UNIT TYPE 2

SPECIAL REQUIREMENTS
SPECIAL RESTRICTIONS 0098010 CALIFORNIA REGISTRY

ENGINEERING ASSIGNED RATINGS
GAWR FRONT: 14,600.00 LBS
GAWR FIRST INTER 23,000.00 LBS SECOND INTER 23,000.00 LBS
GAWR REAR: 0.00 LBS
GVWR: 60,600.00 LBS

DESCRIPTION	PUB CD	WEIGHT
BASE MODEL		
MODEL 348 MEDIUM DUTY	P	10,611
NOT APPLICABLE	P	0
SECONDARY MANUFACTURER		

DEALER NOT AVAILABLE WHEN ORDER PROCESSED PLEASE REVIEW PRE-BILL AND NOTIFY APPLICATIONS PROMPTLY WITH QUESTIONS OR ISSUES.		

FRAME AND EQUIPMENT		
10-5/8" STEEL RAILS 326-384"	P	143
5/16" RAIL THICKNESS		
FRAME APPROVED	U	0
* PETERBILT FRAME RAIL GUIDELINES LIMIT DUMP OR REAR LOAD SERVICE TO 75" MAX OVERHANG.		
* FRAME APPROVED PER ATK *		
FULL STEEL INNER LINER	P	785
USE W/10-1/2, 10-3/4, 10-5/8" RAILS		
CUSTOM WHEELBASE OR OVERHANG	P	0
THREE-PIECE CROSSMEMBERS	P	0
EOF SQUARE WITHOUT XMBR	P	0
USE WITH BODY BUILDER INSTALLED XMBR		
PB REAR MUDFLAPS, PB HANGER STRAIGHT	P	24
FRONT AXLE AND EQUIPMENT		
MERITOR MFS14 14,600 LB, 3.5" DROP	P	42
TAPER LEAF SPRINGS, SHOCKS 14,600 LB	P	57
POWER STEERING SHEPPARD SD110	P	0
POWER STEERING RESERVOIR, FRAME MOUNTED	P	0
PHP10 IRON LMS HUBS	P	77
MERITOR WIDE TRACK IPO STD, FRONT AXLE	P	4
MFS+ 3.5" DROP / MFS 3.74"		
MERITOR Q+ AIR CAM FRT DRUM BRKS 16.5X5	P	0
NOT RSD COMPLIANT		
LONG STROKE BRAKES, FRONT AXLE	P	0
GUSSETED CAM BRACKETS, STEER AXLE	P	0
REAR AXLE AND EQUIPMENT		

UNIT TYPE 2

DESCRIPTION	PUB CD	WEIGHT
MERITOR RT46-160 46,000 LB	U	2,485
1526120 OAR483498		
PHP10 IRON LMS HUBS	P	0
LONG STROKE PARKING BRAKES	P	20
DRIVE AXLE(S)		
BENDIX SMART ATC TRACTION CONTROL	P	2
REFUSE SERVICE BRAKES, STEER AND DRIVE AXLES	P	0
REAR BRAKE CAMSHAFT REINFORCEMENT	P	9
LUBE PUMP, DRIVE AXLE(S)	P	35
GUSSETED CAM BRACKETS, DRIVE AXLE(S)	P	2
SBM VALVE	P	0
MERITOR Q+ CAM RR DRUM BRKS 16.5X8.625	P	0
ANTI-LOCK BRAKING SYSTEM (ABS) 6S6M	P	35
SYNTHETIC AXLE LUBRICANT ALL AXLES	P	0
TANDEM DRIVE AXLE (MODEL 348)	P	0
RATIO 5.63 REAR AXLE	P	0
HENDRICKSON HMX460 46,000 LBS, 54" AS	P	600
HAULMAX, 60K CREEP RATING		
ENGINE AND ENGINE EQUIPMENT		
PACCAR PK-9 350@2000 GOV@2200 1000@1400	P	0
PRODUCTIVITY (2017 EMISSIONS)		
ENGINE IDLE SHUTDOWN TIMER ENABLED	P	0
ENABLE EIST AMBIENT TEMP OVERRULE	P	0
EFF EIST NA EXPIRATION MILES	P	0
EFFECTIVE VSL SETTING NA	P	0
REMOTE PTO & THROTTLE PROVISION	P	0
12-PIN CONNECTOR ON ENGINE HARNESS		
CARB ENGINE IDLING COMPLIANCE	P	0
N205 120...STANDARD MAXIMUM SPEED LIMIT		
N207 0...EXPIRATION DISTANCE (N207)		
P005 120...HARD MAXIMUM SPEED LIMIT (P1		
P001 65...MAXIMUM ACCELERATOR PEDAL VE		
P059 65...MAXIMUM CRUISE SPEED (P059)		
N203 252...RESERVE SPEED FUNCTION RESET		
N202 0...MAXIMUM CYCLE DISTANCE (N202		
N206 10...MAXIMUM ACTIVE DISTANCE (N20		
N201 0...RESERVE SPEED LIMIT OFFSET (
P015 YES...ENGINE PROTECTION SHUTDOWN (
P026 NO...GEAR DOWN PROTECTION (P026)		
P046 1400...MAX PTO SPEED (P046)		
P062 NO...CRUISE CONTROL AUTO RESUME (
P068 NO...AUTO ENGINE BRAKE IN CRUISE		
N209 0...EXPIRATION DISTANCE (N209)		
P520 YES...ENABLE IDLE SHUTDOWN PARK BR		
P030 5...TIMER SETTING (P030)		
P233 YES...ENABLE IMPENDING SHUTDOWN WA		
P234 60...TIMER FOR IMPENDING SHUTDOWN		
P516 35...ENGINE LOAD THRESHOLD (P516)		
P031 NO...IDLE SHUTDOWN MANUAL OVERRUL		
P230 YES...ENABLE HOT AMBIENT AUTOMATIC		
P172 40...LOW AMBIENT TEMPERATURE THRE		

UNIT TYPE 2

DESCRIPTION	PUB CD	WEIGHT
P173 60...INTERMEDIATE AMBIENT TEMPERA		
P171 80...HIGH AMBIENT TEMPERATURE THR		
160 AMP ALTERNATOR, 36 SI BRUSHLESS	P	11
REMOTE VOLTAGE SENSE WIRING	P	0
IMMERSION TYPE BLOCK HEATER 110-120V	P	2
PLUG LOCATED CENTER LH U/C		
DELCO 39MT STARTER	P	0
3 PACCAR PREMIUM 12V DUAL PURPOSE BATTERIES, 2190 CCA	P	62
KISSLING BATTERY DISCONNECT SWITCH MOUNTED ON BATTERY BOX	P	2
2/21/13: R-220 PER ASAP OMD (FJJ)		
2-SPEED FAN CLUTCH FOR FREQUENT START/STOPS	P	0
18.7 CFM AIR COMPRESSOR	P	0
N/A X15		
SPIN-ON FUEL/WATER SEPARATOR	P	0
NO FLUID HEAT OPTION FOR FUEL FILTER	P	0
NO ELECTRIC HEAT OPTION FOR FUEL FILTER	P	0
ENGINE PROTECTION SHUTDOWN W/DASH LABEL	P	0
HIGH EFFICIENCY COOLING SYSTEM	P	0
RADIAL SEAL, DRY TYPE AIR CLEANER	P	0
FRONTAL AIR INTAKE		
EXHAUST SINGLE RH SIDE OF CAB	P	29
DPF/SCR RH UNDER CAB (2017)		
CURVED TIP STANDPIPE(S)	P	0
36" HT, 5" DIA STANDPIPE(S)	P	4
CHROME WITH CLEAR COAT		
TRANSMISSION AND CLUTCH		
ALLISON 3000 RDS-P TRANSMISSION, GEN 5 RUGGED DUTY SERIES	P	110
TRANSMISSION APPROVED	U	0
** SCAAN # 333246		
1760 HD DRIVELINE, 1 MIDSHIP BEARING	P	20
ALLISON WORLD TRANS PRIMARY SHIFT SCHEDULE 1	U	0
ALLISON 5TH GEN RDS, PKG 225 3000, 3500, 4000, 4500, 4700 TRANS	U	0
ALLISON FUELSENSE BASIC	P	0
TC-419 TORQUE CONVERTER	U	0
ALLISON TRANSMISSION		
ALLISON 6-SPEED CONFIGURATION	P	0
3000 SERIES TRANS, CLOSE RATIO GEARS		
ALLISON OUTPUT FUNCTION S NEUTRAL INDICATOR FOR PTO	P	0
DASH MOUNTED PUSH BUTTON SHIFTER	P	0
ROLLING DIRECTION CHANGE SHIFT INHIBIT FEATURE	P	0
ALLISON TRANSMISSIONS		

AIR AND TRAILER EQUIPMENT

UNIT TYPE 2

DESCRIPTION	PUB CD	WEIGHT
BENDIX AD-IS EP AIR DRYER W/HEATER AND COALESCING FILTER; EXTENDED PURGE	P	0
NYLON CHASSIS HOSE	P	0
CENTRAL LOC FOR AIR TANK DRAIN VALVES	P	0
FRAME MOUNTED BOC TANKS		
STEEL PAINTED AIR TANKS	P	0
HIGH MOUNT AIR TANKS LOCATED BOC/BOS WHERE POSSIBLE	P	0
BODY CONNECTIONS 5FT BOC	P	4
TIRES AND WHEELS		
FF: BR 20PLY 315/80R22.5 M860A	P	93
PART: BR244329 FET: 122		
RR: BR 14PLY 11R22.5 M843	P	196
PART: BR1R225GM843 FET: 200		
CODE-REAR TIRE QTY 08.		
FF: ACC STL ARMOR 29039PK 22.5X9.00	P	75
RR: ACC STL ARMOR 50291PK 22.5X8.25	P	132
HEAVY DUTY		
CODE-REAR RIM QTY 08.		
FUEL TANKS		
26" ALUM 90 GAL FUEL TANK LH U/C	P	13
NON-SLIP FUEL TANK STEP LH U/C		
LOCATION LH UNDER CAB 090 GAL.		
DEF TANK MOUNTED LH BOC	P	0
STD DEF TO FUEL RATIO 2:1 OR GREATER	P	0
DEF TANK SMALL	P	0
BATTERY BOX AND BUMPER		
ALUMINUM SPACE SAVER BATTERY BOX RH BOC	P	84-
BATTERY ACCESS FROM SIDE		
RUBBER BATTERY PAD IN BOTTOM	P	2
(1) BATTERY BOX		
AFTERTREATMENT RH U/C ALUM NON-SLIP	P	0
CAB ENTRY STEP		
STEEL STYLED AERO BUMPER PTD BLACK	P	0
2 TOW PINS		
CAB AND EQUIPMENT		
ALUM CAB 108" BBC METTON HOOD	P	0
W/BRIGHT FINISH CROWN		
KEY ALL UNITS ALIKE	P	0
SEVERE SERVICE CAB PACKAGE #1	P	40
INCLUDES ALUM SIDE SKINS, ALUM REAR		
THERMAL INSULATION PACKAGE IN CAB	P	2
KEY G479	P	0
FENDER LIPS 2" WIDE	P	9
PETERBILT ULTRARIDE DRIVER SEAT	P	0
(2) PERSON PASSENGER SEAT	P	0
SEAT SKIRT - ALL ELIGIBLE AIR SEATS	P	2

UNIT TYPE 2

DESCRIPTION	PUB CD	WEIGHT
DRIVERS ARMREST - RH ONLY	P	2
SEAT BELT COLOR ORANGE IPO STANDARD BLACK	P	0
AIR RIDE DRIVER	P	0
HIGH BACK DRIVER	P	0
MORDURA DRIVER	P	0
NON-AIR RIDE PASSENGER	P	0
LOW BACK PASSENGER	P	0
VINYL PASSENGER	P	0
ADJUSTABLE STEERING COLUMN	P	11
TILT/TELESCOPE		
STEERING WHEEL WITH PETERBILT LOGO	P	0
INTERIOR GREY / BLACK	P	0
CAB REAR CORNER WINDOWS - STD TINT	P	4
EXTENDED REAR WINDOW IPO STD - DAY CAB	P	0
DAY CAB REAR WINDOW	P	0
ONE-PIECE CURVED WINDSHIELD	P	0
COMBO FRESH AIR HEATER/AIR CONDITIONER	P	0
PB COMFORT CONTROL - CAB	P	7
OUTSIDE SUNVISOR - STAINLESS STEEL	P	4
N/A W/ 2.1M HR SLEEPER OR F/O SLEEPER		
MIRRORS SSSL EACH SIDE HTD & MTRZD (N/A W/6501100)	P	2
(2) CONVEX 8" SS MIRROR, CNTR MTD UNDER MIRROR BRKT; INCLUDES DUAL DOOR STOPS	P	4
POWER PACKAGE	P	0
INCLUDES PWR DOOR LOCKS & WINDOWS		
POLISHED LOWER MIRROR BRACKET COVERS	P	0
(1) AIR HORN 24.5" CHROME - ROUND	P	9
INCLUDES POLISHED HORN SHIELD		
STANDARD SPEAKER PACKAGE FOR CAB (2) SPEAKERS	P	4
CONCERTCLASS W/O CD, INCLUDES BT PHONE & AUDIO, AM/FM, WB, USB AND MP3	P	11
CB TERMINALS/WIRING MTD UNDER HEADER	P	0
PLUG-IN AUTO RESET CIRCUIT BRKR	P	0
IPO FUSES IN JUNCTION BOX		
PB ELEC WINDSHIELD WIPERS W/INTERMITTENT FEATURE	P	0
CABMATE CAB AIR SUSP	P	15
WIRING PROVISION FOR F/O DRIVECAM SYSTEM	P	0
TRIANGLE REFLECTOR KIT	P	13
SHIP LOOSE		
FIRE EXTINGUISHER; CAB MOUNTED	P	9
HAZMAT APPR UL LISTED/RATED ABC		
ECCO DS-1500 REVERSE MOTION SENSOR USE W/BACKUP ALARM	P	0
BACKUP ALARM (107DB)	P	2
MAIN TRANSMISSION OIL TEMPERATURE GAUGE LOCATED IN DRIVER INFORMATION DISPLAY	P	0

CITY OF LAREDO
PURCHASING DIVISION

31.6 Section VIA – Automated Refuse Rear Loader (Body Only) (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Automated Refuse Rear Loader (Body) as per Specifications – 22.3	6	\$	\$

Make and Model: N/A

Model Year: _____

Estimated Time of Delivery: _____ Days

**** *The quantities are estimates and are based on the best available information* ****

Section VIA – Automated Refuse Rear Loader (Body Only) (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Automated Refuse Rear Loader (Body) as per Specifications – 22.3	6	\$	\$

Make and Model: N/A

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: 

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

Vendor	RUSH TRUCK CENTER	Date Prepared	12/14/2017
Contact for Vendor:	COLTON KRUSE	Phone	(830) 302-5219
End User:	City of Laredo		
End User Contact:	Roberto Ramirez	Phone/Fax	(956) 727-5400
Product Description:	2018 Peterbilt 348 Grapple Cab & Chassis		

A: Base Price in Bid/Proposal Number: 521-16		Series: 348		\$78,656.00	
B: Published Options (Itemize Below)					
	DESCRIPTION	AMOUNT	OPT #	DESCRIPTION	AMOUNT
Peterbilt	Dana Spicer D46-170 46,000 LB	\$ 10,248.00	RTC-1059	Lot Insurance	\$ 536.00
Peterbilt	Diff Lock both Axles	\$ 2,104.00	RTC-1060	Floorplan Interest	\$ 593.00
Peterbilt	Peterbilt Air Trac 46,000 lbs, 52" AS	\$ 4,524.00			
Peterbilt	Paccar PX-9 350@2000 GOV@2200	\$ 3,407.00			
Peterbilt	Allison 3000 RDS-P Transmission	\$ 10,027.00			
Subtotal Column 1: \$ 30,310.00			Subtotal Column 2: \$ 1,129.00		
Published Options added to Base Price (Subtotal of "Col 1" & "Col 2")					\$ 31,439.00

C: Subtotal of A + B				\$105,095.00
D: Non Published Options				
Subtotal Column 1:			Subtotal Column 2: \$ -	

Unpublished Options added to Base price (Subtotal "Col 1 + Col 2")

E: Contract Price Adjustment (If any, explain here)		
Rush Buyer's Loyalty Discount		\$ (1,129.00)

F: Total of C + D +/- E \$103,966.00

G: Quantity ordered Units: 3.00 x F \$ 311,898.00

H: BUYBOARD Administrative Fee % \$ -

I: Non-Equipment Charges & Credits (I.e.: Ext. Warranty, Trade-in, Delivery, etc.)				
				\$ -

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I) \$311,898.00

**CITY OF LAREDO
PURCHASING DIVISION**

31.7 Section VIIA – Grapple Dump Truck (Cab and Chassis Only) (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Grapple Dump Truck (Cab and Chassis) as per Specifications – 23.1	3	\$103,966.00	\$311,898.00
Engine: CAT 3115 / 2500 miles		\$5600.00	\$16,800.00

(Buyboard)

~~Chassis~~
~~EXTENDED WARRANTY~~

Make and Model: Peterbilt

Model Year: 2018

Estimated Time of Delivery: 15-30 Days

**** The quantities are estimates and are based on the best available information ****

Section VIIA – Grapple Dump Truck (Cab and Chassis Only) (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Grapple Dump Truck (Cab and Chassis) as per Specifications – 23.1	3	N/A	\$

Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: Buyboard

Contract Number: 521-16

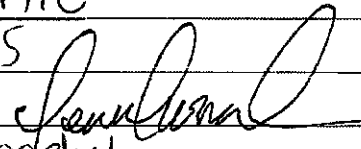
List the Cooperative Purchasing Program and Contract Number: 521-16

Company Name: Rush Truck Center Laredo

Owner/President Name: Wm. "Rusty" Rush

Company Address: 10216 Union Pacific

City, State, Zip Code: Laredo TX 78045

Company Authorized Representative's Signature: 

Company Representative's Name: Lewis Woodall

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

PETERBILT
VMXXR036-1

CHASSIS FINAL BILL

UNIT TYPE 2

SPECIAL REQUIREMENTS
SPECIAL RESTRICTIONS 0098170 UNITED STATES REGISTRY

ENGINEERING ASSIGNED RATINGS
GAWR FRONT: 20,000.00 LBS
GAWR FIRST INTER 23,000.00 LBS SECOND INTER 23,000.00 LBS
GAWR REAR: 0.00 LBS
GVWR: 66,000.00 LBS

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
------	-------------	--------	-------	--------

BASE MODEL
MODEL 348 MEDIUM DUTY
NOT APPLICABLE
SECONDARY MANUFACTURER

FRAME AND EQUIPMENT
10-3/4" STEEL RAILS 403-444"
3/8" RAIL THICKNESS
FULL STEEL INNER LINER
USE W/10-1/2, 10-3/4, 10-5/8" RAILS
274" WHEELBASE
THREE-PIECE CROSSMEMBERS
EOF SQUARE WITHOUT XMBR
USE WITH BODY BUILDER INSTALLED XMBR
OMIT REAR MUDFLAPS & HANGERS

FRONT AXLE AND EQUIPMENT
DANA SPICER D2000F 20,000 LB, 3.5" DROP
TAPER LEAF SPRINGS, SHOCKS 20,000 LB
POWER STEERING TRW THP60 DUAL
POWER STEERING RESERVOIR, FRAME MOUNTED
W/COOLER
PHP10 ALUMINUM LMS HUBS
FRONT AXLE WIDTH GREATER THAN 102"
CONTACT APPLICATIONS IF UNACCEPTABLE
BENDIX AIR CAM FRONT DRUM BRAKES 16.5X7
16,000-22,000 LB STR OR FRT DRIVE
LONG STROKE BRAKES, FRONT AXLE
GUSSETED CAM BRACKETS, STEER AXLE P
HEAVY DUTY CAM BUSHINGS, STEER AXLE P
* FRONT AXLE WIDTH = 102.43* *

REAR AXLE AND EQUIPMENT
DANA SPICER D46-170 46,000 LB P
REAR AXLE APPROVED U
* REAR AXLE APPROVAL AE0082986DA *
PHP10 IRON LMS HUBS P
LONG STROKE PARKING BRAKES P
DRIVE AXLE(S)
DIFF LOCK BOTH AXLES P
REFUSE SERVICE BRAKES, STEER AND DRIVE P
AXLES

UNIT TYPE 2

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
	REAR BRAKE CAMSHAFT REINFORCEMENT	P		
	HEAVY WALL, DRIVE AXLE(S)	P		
	LUBE PUMP, DRIVE AXLE(S)	P		
	GUSSETED CAM BRACKETS, DRIVE AXLE(S)	P		
	SBM VALVE	P		
	STABILITY SYSTEM NOT SELECTED OR NOT AVAILABLE	P		
	ANTI-LOCK BRAKING SYSTEM (ABS) 6S6M	P		
	SYNTHETIC AXLE LUBRICANT ALL AXLES	P		
	BENDIX AIR CAM REAR DRUM BRAKES 16.5X7	P		
	TANDEM DRIVE AXLE (MODEL 348)	P		
	RATIO 5.57 REAR AXLE	P		
	PETERBILT AIR TRAC 46,000 LBS, 52" AS	P		
	DASH MTD DUMP SWITCH WITH INDICATOR LIGHT FOR SUSPENSION	P		
ENGINE AND ENGINE EQUIPMENT				
	PACCAR PX-9 350@2000 GOV@2200 1000@1400 PRODUCTIVITY (2017 EMISSIONS)	P		
	ENGINE IDLE SHUTDOWN TIMER DISABLED	P		
	ENABLE EIST AMBIENT TEMP OVERRULE	P		
	EFF EIST NA EXPIRATION MILES	P		
	EFFECTIVE VSL SETTING NA	P		
	REMOTE PTO & THROTTLE PROVISION	P		
	12-PIN CONNECTOR ON ENGINE HARNESS			
	CARB ENGINE IDLING COMPLIANCE	P		
	DECLINED BY DEALER/CUSTOMER			
	REMOTE THROTTLE/PTO CONTROL SWITCH & WIRING EOF W/ PARK BRAKE	P		
	N205 120...STANDARD MAXIMUM SPEED LIMIT			
	N207 0....EXPIRATION DISTANCE (N207)			
	P005 120...HARD MAXIMUM SPEED LIMIT (P1			
	P001 75....MAXIMUM ACCELERATOR PEDAL VE			
	P059 75....MAXIMUM CRUISE SPEED (P059)			
	N203 252...RESERVE SPEED FUNCTION RESET			
	N202 0....MAXIMUM CYCLE DISTANCE (N202			
	N206 10....MAXIMUM ACTIVE DISTANCE (N20			
	N201 0....RESERVE SPEED LIMIT OFFSET (
	P015 NO....ENGINE PROTECTION SHUTDOWN (
	P026 NO...GEAR DOWN PROTECTION (P026)			
	P046 1400..MAX PTO SPEED (P046)			
	P062 NO....CRUISE CONTROL AUTO RESUME (
	P068 NO...AUTO ENGINE BRAKE IN CRUISE			
	N209 0....EXPIRATION DISTANCE (N209)			
	P520 YES...ENABLE IDLE SHUTDOWN PARK BR			
	P030 5....TIMER SETTING (P030)			
	P233 YES...ENABLE IMPENDING SHUTDOWN WA			
	P234 60....TIMER FOR IMPENDING SHUTDOWN			
	P516 35....ENGINE LOAD THRESHOLD (P516)			
	P031 NO....IDLE SHUTDOWN MANUAL OVERRUL			
	P230 YES...ENABLE HOT AMBIENT AUTOMATIC			
	P172 40....LOW AMBIENT TEMPERATURE THRE			
	P173 60....INTERMEDIATE AMBIENT TEMPERA			

UNIT TYPE 2

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
-----	-----	----	-----	-----
	P171 80...HIGH AMBIENT TEMPERATURE THR			
	PACCAR 160 AMP ALTERNATOR, BRUSHED	P		
	PACCAR STARTER 12V	P		
	2 PACCAR PREMIUM 12V DUAL PURPOSE	P		
	BATTERIES, 1460 CCA			
	BATTERY JUMPER TERMINAL	P		
	MTD UNDER HOOD LH FRAME RAIL			
	2-SPEED FAN CLUTCH FOR FREQUENT	P		
	START/STOPS			
	18.7 CFM AIR COMPRESSOR	P		
	N/A X15			
	C-BRAKE BY JACOBS, PX-9	P		
	SPIN-ON FUEL FILTER/WATER SEP, UNHEATED	U		
	FRAME MTD (EXPORT ONLY)			
	ENGINE PROTECTION SHUTDOWN	P		
	W/DASH LABEL			
	HIGH EFFICIENCY COOLING SYSTEM	P		
	RADIAL SEAL, DRY TYPE AIR CLEANER	P		
	FRONTAL AIR INTAKE			
	EXHAUST SINGLE RH SIDE OF CAB	P		
	DPF/SCR RH UNDER CAB (2017)			
	CURVED TIP STANDPIPE(S)	P		
	24" HT, 5" DIA STANDPIPE(S)	P		
	CHROME WITH CLEAR COAT			
	TRANSMISSION AND CLUTCH			
	ALLISON 3000 RDS-P TRANSMISSION, GEN 5	P		
	RUGGED DUTY SERIES			
	TRANSMISSION APPROVED	U		
	ALLISON SCAAN #323451. STALL TURBINE			
	TORQUE = 1600, CONVERTER STALL TORQUE			
	RATIO = 2.02.			
	1710 HD DRIVELINE, 2 MIDSHIP BEARINGS	P		
	(1) DASH MTD SINGLE ACTING AIR PTO CTRL	P		
	ALLISON WORLD TRANS PRIMARY SHIFT	U		
	SCHEDULE 1			
	ALLISON 5TH GEN RDS, PKG 223	U		
	3000, 3500, 4000, 4500, 4700 TRANS			
	ALLISON FUELSENSE NOT DESIRED	P		
	TC-419 TORQUE CONVERTER	U		
	ALLISON TRANSMISSION			
	ALLISON 6-SPEED CONFIGURATION	P		
	3000 SERIES TRANS, CLOSE RATIO GEARS			
	DASH MOUNTED PUSH BUTTON SHIFTER	P		
	AIR AND TRAILER EQUIPMENT			
	BENDIX AD-IS EP AIR DRYER W/HEATER	P		
	AND COALESCING FILTER; EXTENDED PURGE			
	NYLON CHASSIS HOSE	P		
	STEEL PAINTED AIR TANKS	P		
	CLEAR OUTSIDE FRAME OF ALL AIR SYSTEM	P		
	COMPONENTS LH BOC			

PETERBILT
VMXXR036-1

CHASSIS FINAL BILL

UNIT TYPE 2

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
	CLEAR OUTSIDE FRAME OF ALL AIR SYSTEM	P		
	COMPONENTS RH BOC			
	BODY CONNECTIONS 5FT BOC	P		
	TIRES AND WHEELS			
	FF: BR 20PLY 425/65R22.5 M854	P		
	PART: BR233670 FET: 74			
	RR: BR 14PLY 11R24.5 M710 ECOPIA	P		
	PART: BR233347 FET: 232			
	CODE-REAR TIRE QTY 08.			
	FF: ALCOA 823627 22.5X12.25 CLEAN BUFF	P		
	ALM			
	RR: ALCOA 985657 24.5X8.25 CLEAN BUFF	P		
	ALM, SEVERE SERVICE			
	CODE-REAR RIM QTY 08.			
	FUEL TANKS			
	26" ALUM 90 GAL FUEL TANK LH U/C	P		
	NON-SLIP FUEL TANK STEP LH U/C			
	LOCATION LH UNDER CAB 090 GAL.			
	DEF TANK MOUNTED LH BOC	P		
	STD DEF TO FUEL RATIO 2:1 OR GREATER	P		
	DEF TANK SMALL	P		
	BATTERY BOX AND BUMPER			
	ALUMINUM SPACE SAVER BATTERY BOX RH BOC	P		
	BATTERY ACCESS FROM SIDE			
	AFTERTREATMENT RH U/C ALUM NON-SLIP	P		
	CAB ENTRY STEP			
	ALUMINUM CHANNEL BUMPER SS CLAD	P		
	2 TOW PINS			
	CAB AND EQUIPMENT			
	ALUM CAB 108" BBC METTON HOOD	P		
	W/BRIGHT FINISH CROWN			
	SEVERE SERVICE CAB PACKAGE #1	P		
	INCLUDES ALUM SIDE SKINS, ALUM REAR			
	FENDER LIPS 2" WIDE	P		
	PETERBILT ULTRARIDE DRIVER SEAT	P		
	PETERBILT ULTRARIDE PASSENGER SEAT	P		
	DRIVERS ARMREST - RH ONLY	P		
	PASSENGER ARMREST - LH ONLY	P		
	AIR RIDE DRIVER	P		
	HIGH BACK DRIVER	P		
	MORDURA DRIVER	P		
	NON-AIR RIDE PASSENGER	P		
	LOW BACK PASSENGER	P		
	MORDURA PASSENGER	P		
	MANIFEST POUCH ON REAR CAB WALL	P		
	ADJUSTABLE STEERING COLUMN	P		
	TILT/TELESCOPE			

UNIT TYPE 2

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
	STEERING WHEEL WITH PETERBILT LOGO	P		
	INTERIOR GREY / BLACK	P		
	DAY CAB REAR WINDOW	P		
	ONE-PIECE CURVED WINDSHIELD	P		
	COMBO FRESH AIR HEATER/AIR CONDITIONER	P		
	OUTSIDE SUNVISOR - STAINLESS STEEL	P		
	N/A W/ 2.1M HR SLEEPER			
	MIRRORS SSTL EACH SIDE HTD & MTRZD (N/A W/6501100)	P		
	(2) CONVEX 8" SS MIRROR, CNTR MTD UNDER	P		
	MIRROR BRKT; INCLUDES DUAL DOOR STOPS			
	POWER PACKAGE	P		
	INCLUDES PWR DOOR LOCKS & WINDOWS			
	(1) AIR HORN 24.5" CHROME - ROUND	P		
	INCLUDES POLISHED HORN SHIELD			
	STANDARD SPEAKER PACKAGE FOR CAB	P		
	(2) SPEAKERS			
	CONCERTCLASS W/CD, BLUETOOTH PHONE & AUDIO INC. AM/FM, WB, USB & MP3	P		
	CB TERMINALS/WIRING MTD UNDER HEADER	P		
	(1) 48" CB ANTENNA	P		
	CB ANTENNA MOUNTING, RH MIRROR	P		
	PB ELEC WINDSHIELD WIPERS	P		
	W/INTERMITTENT FEATURE			
	TRIANGLE REFLECTOR KIT	P		
	SHIP LOOSE			
	FIRE EXTINGUISHER; CAB MOUNTED	P		
	HAZMAT APPR UL LISTED/RATED ABC			
	BACKUP ALARM (107DB)	P		
	MAIN TRANSMISSION OIL TEMPERATURE GAUGE	P		
	LOCATED IN DRIVER INFORMATION DISPLAY			
	AIR RESTRICTION INDICATOR MTD ON AIR	P		
	CLEANER, INTAKE PIPING, OR FIREWALL			
	MAIN INSTRUMENTATION PANEL	P		
	GRAPHICS DISPLAY			
	HEADLIGHTS COMPOSITE FENDER MOUNTED	P		
	INTEGRAL PARK, TURN, & SIDE MARKER			
	(5) MARKER LIGHTS, AERO LED	P		
	MOVEABLE EOF XMBR FOR MTG TAILLIGHTS	P		
	WITH OR WITHOUT EOF XMBR & SQUARE EOF			
	(1) F/O LOAD LIGHT, SWITCH & 10 FT WIRE	P		
	COIL UNDER/IN CAB/SLEEPER			
	PAINT			
	STANDARD PAINT COLOR SELECTION	P		
	(1) COLOR AXALTA TWO STAGE PAINT	P		
	CAB/HOOD			
	A - L0006EY WHITE			
	FRAME N0001EA BLACK			
	FENDER L0006EY WHITE			
	HOOD TOP L0006EY WHITE			
	CAB ROOF L0006EY WHITE			

**CITY OF LAREDO
PURCHASING DIVISION**

31.8 Section VIIIA – Grapple Dump Truck (Body Only) (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Grapple Dump Truck (Body) as per Specifications – 23.2	3	\$	\$

Make and Model: N/A

Model Year: _____

Estimated Time of Delivery: _____ Days

****** The quantities are estimates and are based on the best available information ******

Section VIIIA – Grapple Dump Truck (Body Only) (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Grapple Dump Truck (Body) as per Specifications – 23.2	3	\$	\$

Make and Model: N/A

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: Buyboard

Contract Number: _____

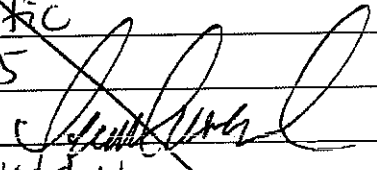
List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Rush Truck Center, Laredo

Owner/President Name: W.M. "Rusty" Rush

Company Address: 10216 Union Pacific

City, State, Zip Code: Laredo TX 78045

Company Authorized Representative's Signature: 

Company Representative's Name: Lewis Woodrum

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

31.9 Section IXA – Street Sweeper (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Street Sweeper as per Specifications – 24.0	2	\$	\$

Make and Model: N/A

Model Year: _____

Estimated Time of Delivery: _____ Days

**** *The quantities are estimates and are based on the best available information* ****

Section IXA – Street Sweeper (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Street Sweeper as per Specifications – 24.0	2	\$	\$

Make and Model: N/A

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: 

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

31.10 Section XA – Articulated Dump Truck (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Articulated Dump Truck as per Specifications – 25.0	1	\$	\$

Make and Model: N/A

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information ****

Section IXA – Articulated Dump Truck (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Articulated Dump Truck as per Specifications – 25.0	1	\$	\$

Make and Model: N/A

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

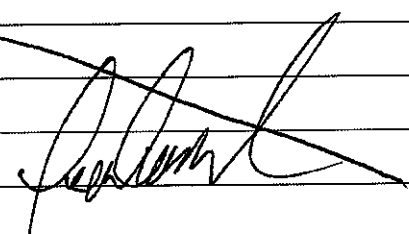
List the Cooperative Purchasing Program and Contract Number: _____

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: 

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

32.0 Tab C- Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040**, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

CITY OF LAREDO
PURCHASING DIVISION

HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Lewis Woodul
Name

[Signature]
Signature

12-12-2017
Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date

CITY OF LAREDO
PURCHASING DIVISION

33.0 Tab D

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

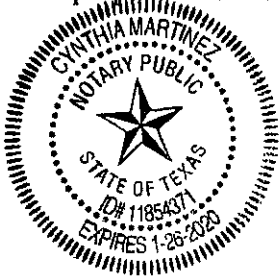
AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Lewis Woodul
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.



[Handwritten Signature]

Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 12 day of Dec 2017.

[Handwritten Signature]
Notary Public

My commission expires:
Jan. 26, 2020

RUSH TRUCK CENTERS OF TEXAS, LP

**Written Consent of Sole Director
In Lieu of Special Meeting**

Pursuant to Section 141 of the General Corporation Law of the State of Delaware, the undersigned, being the sole director of Rushtex, Inc., a Delaware corporation (the "Company") and the sole general partner of Rush Truck Centers of Texas LP, dba Rush Truck Center, Laredo, a Texas limited partnership (the "Partnership"), in lieu of a special meeting, the notice and call of which are hereby expressly waived, does hereby consent to the adoption of the following resolution:

RESOLVED, that Lewis Woodul, General Manager, is hereby authorized to execute on behalf of the Partnership any documents required in connection with quotes, requests for bids, quotations and proposals, and all contracts and related documents contemplated thereby, until he is no longer employed by the Partnership.

Dated effective September 11, 2015


W.M. "Rusty" Rush

BEING THE SOLE DIRECTOR

CITY OF LAREDO
PURCHASING DIVISION

34.0 Tab E



City of Laredo Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 if the City's Ethics Code.
*This is a New Submission or Correction or Update to previous submission.

***1. Name of person submitting this disclosure form.**

<u>Lewis</u>		<u>Woodul</u>	
First	M.I.	Last	Suffix

***2. Contract Information.**

a) Contract or Project name(s): _____

b) Originating Department(s): _____

***3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

<u>Rush Truck Centers of Texas, LP dba</u> <u>Rush Truck Center, Laredo</u>		<u>Lewis Woodul</u>	
Name (Print)	Signature	Name (Print)	Signature
_____	Signature	_____	Signature
Name (Print)	Signature	Name (Print)	Signature
_____	Signature	_____	Signature
Name (Print)	Signature	Name (Print)	Signature
_____	Signature	_____	Signature

***4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

Name of partner, parent, or subsidiary business entity(ies): See attached

Rush Truck Centers of Texas, L.P.
Ownership

Summary:

Rush Truck Centers of Texas, L.P. is a limited partnership formed in the state of Texas. Rush Truck Centers of Texas, L.P. has two partners: Rushtex, Inc. (a Delaware corporation) is the General Partner and Rushco, Inc. (a Delaware corporation) is the Limited Partner. Rushtex, Inc. and Rushco, Inc. are wholly owned subsidiaries of Rush Enterprises, Inc. Rush Enterprises, Inc. is a publicly traded company whose stock trades on the NASDAQ stock market under the symbols RUSHA and RUSHB.

Rushtex, Inc., General Partner

555 IH35 South, Suite 500
New Braunfels, TX 78130

Officers and Directors:

W. M. "Rusty" Rush, Sole Director, President and CEO
Derrek R. Weaver, VP, Sec'y, Treas.
Scott Anderson, VP, Finance and Insurance
Steve Keller, Assistant Secretary
Michael Lyons, Assistant Secretary

Address for all officers is as set forth above.

Rushco, Inc., Limited Partner

P.O. Box 200105
San Antonio, TX 78220-0105

Officers and Directors: SAME AS ABOVE

CITY OF LAREDO
PURCHASING DIVISION

***5. List any individuals or entities that will be subcontractors on this contract.**

Not applicable. No subcontractors will be retained for this contract.

Subcontractors may be retained, but have not been selected at the time of this submission.

List of subcontractors: _____

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract: _____

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

- a) Any individual seeking contract with the city (Question 3)
- b) Any owner or officer of entity seeking contract with the city (Question 3)
- c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
- d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
- e) The spouse of any individual listed in response to (a) through (d) above
- f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

List of contributors: _____

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

CITY OF LAREDO
PURCHASING DIVISION

I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest: _____

***Acknowledgements**

Updates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

No Contract with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

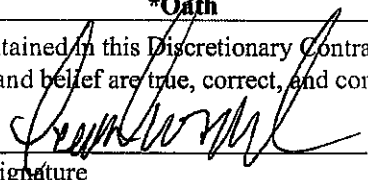
I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Lewis Woodul

Name (Print)



Signature

General manager

Title

Rush Truck Center, Laredo

Company or DBA

Dec 12, 2017

Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

**CITY OF LAREDO
PURCHASING DIVISION**

35.0 Tab F – Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

Implementation of House Bill 1295

28.1 Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

28.2 Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

[HB 1295](#)

[Certificate of Interested Parties \(Form 1295\)](#)

[New Chapter 46, Ethics Commission Rules:](#)

[46.1. Application](#)

[46.3. Definitions](#)

[46.5. Disclosure of Interested Parties Form](#)

**CITY OF LAREDO
PURCHASING DIVISION**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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 USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

**CITY OF LAREDO
PURCHASING DIVISION**

36.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until **5:00 P.M on December 14, 2017; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on December 15, 2017.**

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Heavy Duty Trucks – City of Laredo
FY18-021**

Bids are to be mailed: City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78042-0579

Hand Delivered: City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

CITY OF LAREDO
PURCHASING DIVISION

30.0 Tab A - Bidder Information Questionnaire

#9

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

Name of Offeror (Business) TYMCO, Inc.

Signature Kenneth J. Young Date December 12, 2017
of person authorized to sign bid

Print Name Kenneth J. Young
of person authorized to sign bid

Title: President

Business Address: 225 E. Industrial Blvd.

City, State, Zip Code: Waco, TX 76705

Telephone Number: 254-799-5546 Fax Number: 254-799-2722

Contact Person Email Address: kaye.morgan@tymco.com (Kaye Morgan)

Federal Tax ID Number: 74-1693738

Bidders Principal/Corporate Place of Business Address: 225 E. Industrial Blvd. Waco, TX 76705

Indicated Status of Business:

Corporation Partnership Sole Proprietorship Other:

If other state business status: _____

State how long under its present business name: 45 years

If applicable, list all other names under which the Business identified above operated in the last five years.

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No
Privalely Held Company

CITY OF LAREDO
PURCHASING DIVISION

31.9 Section IXA – Street Sweeper (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Street Sweeper as per Specifications – 24.0	2	\$	\$

Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

**** *The quantities are estimates and are based on the best available information* ****

Section IXA – Street Sweeper (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Street Sweeper as per Specifications – 24.0	2	\$ 252,725.00	\$ 505,450.00
*See Attached HGAC Worksheet			

Make and Model: TYMCO Model 600

Model Year: 2018

Estimated Time of Delivery: 90 Days

Type of Contract: HGAC

Contract Number: SW04-16

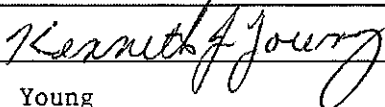
List the Cooperative Purchasing Program and Contract Number: HGAC SW04-16

Company Name: TYMCO, Inc.

Owner/President Name: Kenneth J. Young

Company Address: 225 E. Industrial Blvd.

City, State, Zip Code: Waco, TX 76705

Company Authorized Representative's Signature: 

Company Representative's Name: Kenneth J. Young

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.8 Section VIIIA – Grapple Dump Truck (Body Only) (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Grapple Dump Truck (Body) as per Specifications – 23.2	3	\$	\$

Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

****** The quantities are estimates and are based on the best available information ******

Section VIIIA – Grapple Dump Truck (Body Only) (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Grapple Dump Truck (Body) as per Specifications – 23.2	3	\$	\$

Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:

SW04-16

Date Prepared:

12/11/2017

This Worksheet is prepared by Contractor and is valid only if a P.O. is issued both departments. MUST be faxed to HGAC @ 713-993-4448. The fine print applies to all contracts.

Buying Agency:	City of Laredo, TX	Contractor:	TYMCO, Inc. (ISSUE P.O. TO TYMCO, Inc.- email below)
Contact Person:		Prepared By:	Kaye Morgan
Phone:		Phone:	254-799-5546
Fax:		Fax:	254-799-2722
Email:		Email:	kaye.morgan@tymco.com

Product Code:	B106	Description:	TYMCO Model 600 Regenerative Air Sweeper
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$ 116,300.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable:

Description	Cost	Description	Cost
Abrasion Protection Package 600036	\$ 1,275.00	A.O.D. Washdown System 600004	\$ 1,800.00
Auxiliary Hand Hose - 8" 600035	\$ 1,225.00	Auxiliary Hydraulic System 600053	\$ 1,130.00
Broom Assist Pick-Up Head 600064	\$ 4,350.00	AWTI Camera/Monitor System - 2 cameras 600008-B	\$ 2,600.00
Gutter Broom Tilt Adjuster - Left/Right 600022	\$ 1,300.00	COMDEX Package 600021	\$ 4,900.00
Variable Speed Gutter Brooms 600070	\$ 775.00	High Output Water 600045	\$ 850.00
Pick-Up Head Curtain Lifter 600087	\$ 1,605.00	Hopper Deluge 600043	\$ 750.00
Reverse Pick-Up Head System 600082	\$ 410.00	Traffic Directing Light - LED 600823	\$ 1,200.00
2016 International 4300-ISB Chassis 600713	\$ 81,500.00	Stainless Steel Hopper/High Capacity Dust Sep 600091	\$ 17,775.00
		Subtotal From Additional Sheet(s):	
		Subtotal B:	\$ 123,445.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary:

Description	Cost	Description	Cost
Additional Nozzle w/Sep Switch - RGB	\$ 400.00	Dump Switch in Cab	\$ 200.00
Additional Nozzle w/Sep Switch - Hopper	\$ 400.00	LED Lights - Stop/Turn/Tail/Clearance	\$ 500.00
Pick-Up Head Pressure Inlet Water Injection System	\$ 1,800.00	Skid Bumper Extension Set (2)	\$ 250.00
(2) 12" Parabolic Mirrors	\$ 100.00	Front Bumper Spray Bar	\$ 500.00
Stainless Steel Blower Housing	\$ 1,250.00	Hopper Suction Throat Liner w/Inlet Wear Flange	\$ 1,500.00
Stainless Steel Split Hopper Screen (exchange)	\$ 800.00	2018 International 4300-ISB 2 speed Chassis w/220 HP	
(4) LED Floodlights ((exch) 2-GB/2-Rear	\$ 400.00	Cummins Engine; 6.17/8.42 Ratio	\$ 3,500.00
		Fire Extinguisher	\$ 80.00
		Subtotal C:	\$ 11,680.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 5%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C): \$ 251,425.00

Quantity Ordered:	2	X Subtotal of A + B + C:	\$ 251,425.00	=	Subtotal D:	\$ 502,850.00
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F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
Freight/PDI/Inservice	\$ 2,600.00		
		Subtotal F:	\$ 2,600.00

Delivery Date: 60-90 Days **G. Total Purchase Price (D+E+F):** \$ 505,450.00

CITY OF LAREDO
PURCHASING DIVISION

HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Kenneth J. Young
Name

Kenneth J. Young
Signature

December 12, 2017
Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

Name of person who has a business relationship with local governmental entity.

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date

CITY OF LAREDO
PURCHASING DIVISION

AFFIDAVIT

33.0 Tab D

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Kenneth J. Young

Being first duly sworn, deposes and says:

That he/she is Officer of the firm
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Kenneth J. Young

Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 12th day of December 20, 17.



G. Kaye Morgan
Notary Public

My commission expires:

December 31, 2020

34.0 **Tab E**



City of Laredo Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 if the City's Ethics Code.
*This is a New Submission or Correction or Update to previous submission.

***1. Name of person submitting this disclosure form.**

Kenneth J. Young
First M.I. Last Suffix

***2. Contract Information.**

a) Contract or Project name(s): Heavy Duty Trucks - City of Laredo FY18-021

b) Originating Department(s): Purchasing

***3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

<u>TYMCO, Inc.</u> Name (Print)	<u><i>Kenneth J. Young</i></u> Signature	<u></u> Name (Print)	<u></u> Signature
<u></u> Name (Print)	<u></u> Signature	<u></u> Name (Print)	<u></u> Signature
<u></u> Name (Print)	<u></u> Signature	<u></u> Name (Print)	<u></u> Signature
<u></u> Name (Print)	<u></u> Signature	<u></u> Name (Print)	<u></u> Signature

***4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

Name of partner, parent, or subsidiary business entity(ies): _____

**CITY OF LAREDO
PURCHASING DIVISION**

***5. List any individuals or entities that will be subcontractors on this contract.**

Not applicable. No subcontractors will be retained for this contract.

Subcontractors may be retained, but have not been selected at the time of this submission.

List of subcontractors: _____

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract: _____

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

- a) Any individual seeking contract with the city (Question 3)
- b) Any owner or officer of entity seeking contract with the city (Question 3)
- c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
- d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
- e) The spouse of any individual listed in response to (a) through (d) above
- f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

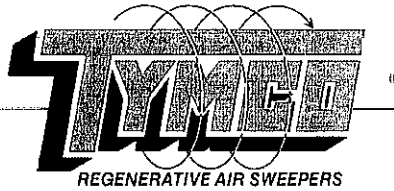
List of contributors: _____

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? No



December 12, 2017

City of Laredo

Bid: Heavy Duty Trucks – City of Laredo

FY18-021

17.0 WARRANTY

Warranty Center: Industrial Disposal Supply, LTD

Address: 1106 Paulsun St., San Antonio, TX 78219

Phone Number: 2510-227-3441 (800-777-3441)

Service Manager: Darryl Fischbeck



REGENERATIVE AIR SWEEPERS

WACO, P.O. BOX 2368, WACO, TEXAS 76703-2368

#9

CITY OF LAREDO - City Secretary
City Hall - Third Floor
1110 Houston St.
Laredo, TX 78042-0579

BID: HEAVY DUTY TRUCKS - CITY
OF LAREDO
FY18-021
DECEMBER 15, 2017 3:00 PM

RECEIVED

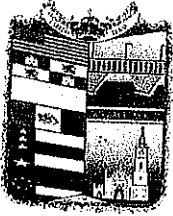
DEC 15 2017

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RECEIVED
DEC 15 2017
CITY OF LAREDO

Original

CITY OF LAREDO
PURCHASING DIVISION



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS**

#6

**HEAVY DUTY TRUCKS
CITY OF LAREDO**

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a contract for the purchase of heavy duty trucks for the City of Laredo.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until 5:00 P.M on December 14, 2017; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on December 15, 2017.

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Heavy Duty Trucks – City of Laredo
FY18-021**

<p>Bids are to be mailed: City of Laredo – City Secretary C/O Jose A. Valdez Jr. City Hall – Third Floor 1110 Houston Street Laredo, Texas 78042-0579</p>	<p>Hand Delivered: City of Laredo – City Secretary C/O Jose A. Valdez Jr. City Hall – Third Floor 1110 Houston Street Laredo, Texas 78040</p>
---	---

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

CITY OF LAREDO
PURCHASING DIVISION



**City of Laredo
Purchasing Division**

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for the purchase of heavy duty trucks for various City of Laredo Departments. Copies of the specifications may be obtained from the Finance Department - Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on December 14, 2017** and all bids received will be **opened** and read publicly on **December 15, 2017 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

**BID: Heavy Duty Trucks - City of Laredo
FY18-021**

Bids are to be mailed:
City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 16th DAY OF NOVEMBER 2017.

for: Jose A. Valdez Jr.
City Secretary

CITY OF LAREDO
PURCHASING DIVISION

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.
- (b) **Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.**
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum.
- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- (f) **The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.**

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.
- (c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract.

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A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven calendar days prior to the scheduled bid deadline a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum may be e-mailed or obtained online at the City of Laredo website for bids. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

- (a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
 - (b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
 - (c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
 - (d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

- (a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
- (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

- a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated.

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The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services.

Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall be bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

- (a) This contract will be awarded by sections to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. **The City of Laredo reserves the right to select either Option 1 or Option 2 per section.**
- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
- (e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
- (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
 - 1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
 - 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
 - 3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

- (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
- (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.
- (e) For any inquires on payment status or general billing questions please contact:

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Jorge J. Jolly, Accounts Payable Manager
956-791-7328
jjolly@ci.laredo.tx.us

1110 Houston St. Laredo, TX 78040

12.0 INSURANCE REQUIREMENTS (Not required for this contract)

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) ****Upon Award of Bid Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached) **Not applicable for this contract******

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

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The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

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**Formal Invitation for Bids
Heavy Duty Trucks**

15.0 Scope of Work

All questions in reference to this request must be submitted in writing and or delivered electronically to the address stated below on or before the required due date. Written answers to the questions will be provided to all respondents in accordance with the schedule of events. Questions received after the deadline for submitting questions will not be answered. The trucks and equipment must be new **2017** models or newer, unused and meet all safety requirements in accordance to Federal, ICC, and State Highway Regulations.

15.1 All questions for this bid shall be submitted in writing or by email no later than, November 29, 2017 to:

Enrique Aldape III, Administrative Assistant II
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041
Email: ealdape@ci.laredo.tx.us

15.2 For additional questions regarding these specifications please contact:

Contact	Phone#	Email
Jack Dunn	(956) 724-6455	jdunn@ci.laredo.tx.us
Heberto "Beto" L. Ramirez	(956) 727-6451	hramirez@ci.laredo.tx.us

15.3 All heavy duty trucks must be delivered, prepaid, F.O.B., City of Laredo - Fleet Maintenance facility, 1102 Bob Bullock Loop, Laredo, Texas.

16.0 Contract Provisions

16.1 All equipment must be delivered, prepaid, F.O.B., City of Laredo - Fleet Maintenance facility, 1102 Bob Bullock Loop, Laredo, Texas. Unit shall be assembled, adjusted and made ready for continuous operation at time of delivery. All necessary equipment for efficient operation shall be furnished whether or not it is specifically mentioned in this specification. The trucks and equipment will be either shipped on an appropriate lowboy tractor trailer or driven by a qualified driver from the manufacturer's facility to the purchasers designated destination at the manufacturer's expense.

16.2 Equipment is to be pre-delivery serviced and inspected in accordance with State inspection requirements with inspection sticker attached. Sales through authorized franchised dealer: contractor shall comply with Texas laws governing the sale of new motor vehicles, specifically section "Sale of New Motor Vehicles", Vernon's Texas Civil Statutes article 4413 (36). The cost of compliance shall be the responsibility of contractor. Any entity that manufactures, distributes, converts new motor vehicles or is in the business of buying, exchanging, or selling new motor vehicles is required to be licensed by the Motor Vehicle Division of the Texas Department of Transportation (TxDOT).

16.3 Logos and decals: Do not place decals or markings of any type pertaining to advertisement other than the manufacturer's name or model designation normally installed by manufacturer on equipment delivered to municipal governments.

16.4 **TAX, TITLE, AND LICENSE:** All equipment purchase prices shall exclude tax, title, and license fees.

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17.0 WARRANTY

The vehicle must be covered by the manufacturer's standard new equipment warranty which will be honored by any of the manufacturer's authorized dealers. This warranty shall be comparable to or better than those offered to the general public. Provided the machine is properly serviced, maintained, and operated under normal conditions and according to the manufacturer's instructions.

Warranty Center: Doggett Freightliner of South Texas, LLC

Address: 12002 FM 1472, Laredo Texas 78045

Phone Number: 888-723-7473

Service Manager: Arnulfo "Nuni" Zapata arnulfo.zapata@doggett.com

18.0 Equipment Qualifications

If you are considering utilizing equipment not listed as approved, submit sufficient documentation with your bid package for the Fleet and Purchasing Department to make a determination for an approved equal product. Failure to submit all required documentation or submittals for an approved equal consideration will be cause for rejection. Items requiring photo documentation are noted in the appropriate sections below.

19.0 14 Yard Dump Truck Cab and Chassis

The intent of this specification is to define the minimum requirements for the purchase of 2017 or newer Seven - 14 yard dump trucks (6x4).

19.1 Chassis Minimum Specifications Diesel Powered

Conventional Cab with end dump body
Current EPA Compliant

Description	Minimum Requirements
Engine: Cummins or Equal Approx. HP/TQ	350hp/950ft lbs W/Engine Protection Shutdown/Idle Shutdown
Speed Limit	Maximum 67 To 69 Mph W/Cruise Control -Approx.
Automatic Transmission	Allison 3500 RDS-P Rugged Duty Service 6 Speed. Or Equivalent
GVWR	56,000# To 60,000#
Front Axle	14,600# Dana Spicer W/Shocks Or Equivalent
Steering	Power
Rear Axle	40,000# Dana Spicer Tandem , 40,000 Lb Hub Rating Or Equivalent
RR Axle Ratio	Approx. 6.17
Front Tires	11RX22.5 16pr
Rear Tires	11RX22.5 16pr
Steel Wheels	22.5x8.5 Front & Rear
Air Cleaner	Extra Heavy Duty Dry Type
Fuel Tank	100 Gal Aluminum Single Or Dual
Cab	Severe Service W/Air conditioning
Steering Column	Adjustable
Gauges	Fuel, Alt, Oil, Trans Oil, Air, Etc.
Mirrors	Stainless Steel 7"X16" Convex Mirror OVRT RH Door (2) 8" SS

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	Mirror
Air Horn	24.5 Chrome/Round W/Polished Horn Shield
Radio	AM/FM/CD
Wipers	Electric Intermittent
Fire Extinguisher	Compliant
Misc	Cigar Lighter/Ashtray, Triangle Reflector Kit, Backup Alarm
Cab Ext/Interior	White W/Grey Or Black Interior

19.2 Dump Body Specifications 14 Cu. Yd.

Description	Minimum Requirements
Steel End Dump Body	15ft. Ox Bodies Brand Or Equivalent
Tank	Front Mount Rear Hinge
Sides	42" 10 Ga. Steel Ribbed, Slanted Back
Main Frame	8"X2" Rec. Tubing
Cross Members	12" Centers, 1.5x3 Tubing
Controls	Tailgate, Air
Floor	3/16" Hardox-400 Or Equivalent
Cylinder	Commercial 74135
Gate/Cab	56" Front Gate 10 Ga. Cab Ht. 76"
Cab Shield	24" Narrow & Center
Tailgate	50" 3/16" Plate
Hoist	Double Arm 10" W/3"#80 Pipe Extra Hvy.
Controls	Cable/Pump/Elec./Hyd./PTO
Pump	C102-D-2.5 D/Mt. C/W Or Equivalent
P.T.O.	Cs20-A1007-H3dx Or Equivalent
Tarp	Aluminum Arms Semi Auto. Vinyl
Boards	8" Wood
Attachment	50 Ton PINTLE Hook W/7-Way Connector
Paint	Light Blue

20.0 16 Yard Dump Truck Cab and Chassis

The intent of this specification is to define the minimum requirements for the purchase of 2017 or newer Two - 16 yard dump trucks (6x4).

20.1 Chassis Minimum Specifications Diesel Powered

Conventional Cab with end dump body
Current EPA Compliant

Description	Minimum Requirements
Engine Cummins X15 485HP/TQ or Equivalent	485hp/1650ft Lbs W/Engine Protection Shutdown/Idle Shutdown
Speed Limit	Maximum 67 To 69 Mph W/Cruise Control -Approx.
Automatic Transmission	Allison 4500 RDS-P Rugged Duty Service 5 Speed. Or Equivalent

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GVWR	58,000# To 60,000#
Front Axle	18,000# Dana Spicer W/Shocks Or Equivalent
Steering	Power
Rear Axle	40,000# Meritor MT-040-14X-4DER, Tandem w/Driver controlled Locking Differential or Equivalent
RR Axle Ratio	Approx. 4.33
Front Tires	385/65R 22.5 Load Range J MSA (Goodyear or Equal)
Rear Tires	11RX22.5 Load Range H G751MSA (Goodyear or Equal)
Wheels	Front Disc 22.5x12.25 Aluminum 10 Stud; Rear Dual Disc, 22.5x8.25 Rims Powder Coat steel 10 Stud
Air Cleaner	Extra Heavy Duty Dry Type
Fuel Tank	100 Gal Aluminum Single Or Dual
Cab	Severe Service W/Air conditioning
Steering Column	Adjustable
Gauges	Fuel, Alt, Oil, Trans Oil, Air, Etc.
Mirrors	Stainless Steel 7"X16" Convex Mirror OVRT RH Door (2) 8" SS Mirror
Air Horn	24.5 Chrome/Round W/Polished Horn Shield
Radio	AM/FM/CD
Wipers	Electric Intermittent
Fire Extinguisher	Compliant
Misc	Cigar Lighter/Ashtray, Triangle Reflector Kit, Backup Alarm
Cab Ext/Interior	White W/Grey Or Black Interior

20.2 Dump Body Specifications 16 Cu. Yd.

Description	Minimum Requirements
Steel End Dump Body	16ft. Warren FLS Or Equivalent
Tank	Front Mount Rear Hinge
Sides	42" 10 Ga. Steel Ribbed, Slanted Back
Main Frame	7" Structural Channel
Cross Members	4" Structural Channel 12" C/L
Controls	Tailgate, Air
Floor	3/16" Hardox-450 Or Equivalent
Cylinder	MUNCIE 74135
Gate/Cab	48" Front Gate
Cab Shield	24" Narrow & Center to Fit Truck
Tailgate	48" 3/16" Plate
Hoist	Front Telescopic
Controls	Full Air Controls
Pump	Permeo Air Shift
P.T.O.	MUNCIE or Equivalent
Tarp	Aluminum Arms Donovan or Equivalent

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Boards	3/16" Formed Steel
Attachment	50 Ton PINTLE Hook W/7-Way Connector
Paint	Light Blue

21.0 Automated Refuse Side Loader Specifications

The intent of this specification is to define the minimum requirements for the purchase of six, 2017 or newer side loaders.

21.1 Chassis for Automated Refuse Side Loader AUTOREACH Model 3147 or Approved equal.

21.2 Minimum specifications

Description	Minimum Specifications
Model	Cab over chassis; Class 8 Truck
Frame	10-3/4 in Steel rails, with Full steel inner liner, Frame rail minimum 120,000 psi, FEPTO provision, 9 in. bumper extension, two solid mount FEPTO hooks
Dimensions	Approx. 225" WB, 222" CA, 54" AF Compatible w/body
Front Axle	Dana Spicer DF2000F 20,000lb
Rear Axle	Dana Spicer D46-170 HP 46,000lb, 6.14 rear axle ratio, approx. Hendrickson RTE-463 46,000lb suspension
Engine, Diesel Current EPA Compliant Cummins, Paccar, Or Equivalent	320-350 HP/1150-1350 LB. FT. (governed at Approx. 62mph) High efficiency cooling system 270 Amp alternator (with brake retarder), 130 Amp alternator (w/o brake retarder), Battery disconnect switch 16in. FVG air cleaner horizontal mount
Transmission	Allison 4500 RDS 5 year extended warranty on transmission
Air & Trailer Equipment	Bendix air dryer AD-IP w/heater
Tires & Wheels	FF:315X80R22.5 BR 20 ply M860/steel wheels RR:11RX22.5 BR 16 ply L320/steel wheels
Fuel Tank	70 gallon fuel tank LH
Cab Equipment	RH drive, Compliant Fire Extinguisher, Driver/passenger air seat, Back up alarm, Rear window back of cab, Diamond plate covering seats Air conditioning, AM/FM/CD radio
Warranty	5 Year / Powertrain extended warranty 3 year / Chassis extended warranty

21.3 Specialized Body

Installed: Hopper Packer assist panel, Pederson Smart Light System, fire extinguisher with bracket, trap lights, Hopper work light, rubber on Hopper opening, camera assist lights, autoloader, composite spill plate, x-wear on packer shoes, heavy duty floor (3/16"), triangle safety kit, 5lb fire extinguisher in cab, and two tone paint.

21.4 Installed Camera System (Zone Defense or Approved Equal)

Quantity (1): 7" LCD Color Monitor (Model: M-302zd.22 1330); Power DC10-32v 6W;
S/N zd302ZD.221317451

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Quantity (1): Rear Camera & Hopper Camera (Model: CAM313C) NTSC DC 12 120; S/N ZD313C1351434
 Quantity (1): CAM.313M Side Camera, 1/3 CCD, High Resolution;5IR LED's for night vision
 IR distance: 5m; 120 Lens; Weatherproof and water resistant; Night vision distance-10m.

22.0 Automated Refuse Rear Loader Specifications

The intent of this specification is to define the minimum requirements for the purchase of six 2017 or Newer automated rear loaders.

22.1 Chassis for Automated Refuse Rear Loader PAK-MOR R325B-25 CUBIC YARD or Approved equal. Meeting the requirements of the City of Laredo.

22.2 Minimum specifications

Description	Minimum Specifications
Model	Conventional chassis; Regular Cab
Frame	10-5/8in. Steel rails, ¾ length steel inner liner
Dimensions	Approx. 227" WB, 213" CA Compatible w/Body
Front Axle	Dana Spicer E14621 14,600lb
Rear Axle	Dana Spicer DSH44 44,000lb, Tandem Axle Approx. 6.17 rear axle ratio, Hendrickson RTE-463 46,000lb suspension
Engine: Cummins or Equal Approx. HP/TQ Current EPA Compliant	330-350 HP 1000-1200 LB FT or approved equal (governed at Approx. 62mph) Engine protection shutdown High efficiency cooling system 130 Amp alternator 270 Amp alternator (with brake retarder), 2-12V dual purpose batteries Single exhaust
Transmission	Allison 3000 RDS 5 year extended warranty on transmission
Air & Trailer Equipment	Bendix AS-IS air dryer Steel painted air tanks
Tires & Wheels	FF: 11Rx22.5 BR 16ply R250F steel wheels RR: 11Rx22.5 BR 16ply L320 steel wheels
Fuel Tank	70 gallon fuel tank LH
Cab Equipment	Compliant Fire extinguisher, Driver air seats, Two Passenger bench seat, Back up alarm, Adjustable steering column, Rear window back of cab, Air conditioning
Warranty	5 Year / Powertrain extended warranty 3 year / Chassis extended warranty

22.3 Specialized Body

Installed/Mounted: Commercial 58 GPM Front Mounted Pump, Tool box, Access Door, Hopper Lights, Splash Guards, Strobe Light on Rear of Tailgate, Water Can Rack, Pitch Fork Holder, Paint-Lt blue, Two (2) Perkins Rotary Tippers (D6221), Cart Tippers. REF: BUYBOARD #357-10, Item #27.

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23.0 Grapple Dump Body Truck Specifications

The intent of this specification is to define the minimum requirements for the purchase of three 2017 or newer Grapple Dump Body Truck.

23.1 Cab and Chassis Minimum Specifications

GVWR	66,000#
Engine, Diesel Hp/Torque Cummins L9 or Equal	370 HP/1250 lb ft, Engine Shutdown, HD Air Cleaner, Spin on oil/Fuel Filters, HD Cooling, Single Horizontal Exhaust, Water Separator(s), Throttle Control,
Emissions/Federal	EPA Compliant/All Federal Requirements
Transmission, Automatic	ALLISON 3000 RDS, Close ratio 6 speed
Front Axle, Dana/Suspension	20,000# W/Shocks
Rear Axle, Dana/Suspension	46,000#, R-Series Tandem, Approx Ratio 5.63
Tires/Wheels	Frnt. 315/80R/22.5 20 Ply (Michelin or Equal) W/22.5x9 10 Hub Steel Disc. Rear 11R/22.5 16 Ply(Michelin or Equal) W/22.5x8.25 10 Hub Steel Disc.
Brakes, Air	Anti-lock, 18.7 CFM Compressor, Dryer, Slack adjusters, Drain valves, Parking Brake
Frame	¼" 'C' Channel, Inner Frame Reinforcement, Backup alarm, Tow Hooks
Wheelbase/Ca/Af Approx	264"/198" CA/42.7" BA
Fuel Tank	100 GAL, Aluminum, Top draw, Single /Dual
Electrical	(2) Batteries, 1850 CA Total, 12V, 120 Amp , Alternator, Steel Battery Box, Body Builder Wiring
Cab	Air Cond., AM/FM/CD, Deluxe Int., Air Horn, PWR Steering, Cruise, Tinted Windows, Tilt Steer., Remote Engine control, DOT Lighting Compliant 5# Fire Extinguisher
Gauges	Oil, Water, Temperature, Fuel, Tachometer, Voltmeter, Trans. Oil Temp., Warning-low Fuel, Oil, coolant, Battery.

23.2 40 cu. Yd. Dump Body Specifications

General	26'5" Reach (Centerline to Rotation), 21'2" (Main Boom & Tip Boom), 4' (Extension).
Dump Body Hoist	46 Ton Capacity, Lifting Capacity-10' Radius 9,260 lbs., 15' - 5,870 lbs, 20' - 4,410 lbs. 25'-3,180 lbs. @ 5' Elevation
Misc/Additional	HD Swing Motor SAI, Stationary Top Mount Controls, Outrigger Rubber Pads, All purpose Clamshell bucket w/48" wide w/64" Open width, Reflective Tape Outriggers, Boom-up Warning Lt/Audible Alarm, Trash Body, Continuous Welds-Side Stakes, PI Self-Winding Load Covering Device, Barn Doors, Steel Wire Conduit, Locking Door Inside Body Toolbox, Amber LED Flashers in Rear Post, 15 LED Body Lights (15), Double Wire Braided Hoses, Loader Enamel PI Orange, PI Black Body Color.

24.0 Street Sweeper Specifications

The intent of this specification is to define the minimum requirements for the purchase of two 2017 or Newer Street Sweeper.

**CITY OF LAREDO
PURCHASING DIVISION**

24.1 Minimum Specifications

Emissions	Current EPA Compliant
Engine/HP/Torque	Diesel/210-240 hp/560-600 lb-ft
Wheelbase	165", 98" CA Compatible w/ TYMCO Sweeper
Transmission	Allison 2500 RDS-P 6 Speed Auto w/Double OD, less PTO, Synthetic oil, Trans Temp in Cab Gage or Equivalent.
Front Axle/Suspension	10,000# w/Dust shields/10,000# Suspension
GVWR	31,000# GVW
Rear Axle	21,000# 2 Speed, Approx. Ratio 7.17/9.77
Rear Suspension	31,000#vari-rate w/4500lb Aux Rubber springs
Brakes	Dual Air Brakes/13.2 CFM Compressor/Rear Brake, Chambers relocated to rear for adjustment access
Frame/Steering/Exhaust	13.52 S.M.,50,000 PSI/Special Frame Piercing/Integral, Power steering/RH Side Single Horizontal Exhaust
Air Cleaner	Service Protection element, Restriction Indicator, In Instrument Panel
Electrical	(2) 12V 1300 CCA HD Batteries, 120 Amp Alternator
Tires/Wheels	(6)11Rx22.5 Tubeless 14PR, Dual Rear/10 Hole Disc Wheels 22.5X8.25 DC
Gauges	Voltmeter, Temp., Fuel, Tachometer, Oil Press & Odometer W/Hour Meter
Fuel Tank	51 Gallon (Provided by TYMCO)
Cab/Misc.	Fontaine Dual Sit Down Drive, Tilt Steering Wheel, Full IH Flat Instrument Panel, RH side Electric Remote Control Electric Mirrors, AM/FM/Clock, Air Conditioner, Cigar lighter type Power Source, 2 Sp. Elec. Wipers/ Washers Adjustable Individual High Back Bucket Cloth Seats w/Lumbar Deluxe Cab w/Grab Handles , Dome Light, Tinted Windows, Color White, Back up Alarm, Compliant Fire Extinguisher.
7.3 cu. Yd. Volumetric Capacity Regenerative Air Sweeper Stainless Steel Hopper/High Capacity Dust Sep., Diesel Powered Power Unit, Current EPA Compliant	Abrasion Prot. Pkg., 8" Aux, Hand hose, Broom Asst. Pickup head, gutter broom, tilt adjuster-left/right., variable speed gutter brooms, pickup head curtain lifter, reverse pickup head system, A.O.D Wash down system-2 Cameras, Aux. Hydraulic System, AWTI Camera/Monitor System-2 Cameras, Comdex pkg., H.O Water, Hopper Deluge, LED Traffic Directing light, additional nozzle w/sep switch-RGB & Hopper, pickup head pressure inlet water injection system, 2-12" Parabolic Mirrors, SS Blower Housing, SS Split Hopper Screen, 4 LED floodlights-2GB/2-Rear, In Cab Dump Switch, Stop/Turn/Tail/Clearance LED Lights, Skid Bumper Ext. Set (2), Frt. Bumper Spray bar, Hopper Suction Throat Liner w/inlet wear flange

25.0 Articulated Dump Truck Specifications

The intent of this specification is to define the minimum requirements for the purchase of one 2017 or Newer Articulated Dump Truck. CAT 730C or Equivalent

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	Minimum Specifications
Engine net power	Minimum 367 hp (274 kW) according to SAE J1349
Engine gross power	Minimum 375 hp (280 kW) according to SAE J1995
Operating weight	No load minimum 53,131 lb (24,100 kg). Operating weight for a loaded machine shall be 114,860 lb (52,100 kg).
Capacity	Shall be at least 17.7 cubic yards (13.5 cubic meters). Heaped SAE 2:1 capacity shall be at least 23 cubic yards (17.5 cubic meters). Heaped SAE 1:1 capacity shall be at least 26.2 cubic yards (20 cubic meters). Rated payload shall be at least 31 tons (28.1 tons).
Engine	375 hp (280 kW) per SAEJ1349 with a minimum displacement 13 liters. Tier IV/Stage IV emission specifications for the U.S. (EPA) and Europe. Minimum two-stage air cleaner with service indicator lamp on the instrument panel.
Cooling system	Remote mounted radiator with a hydraulic variable speed fan demand system that is thermostatically controlled by an engine temperature sensor.
electrical	24-volt electrical system, alternator minimum rating of 75 amps,. Batteries minimum of 100 hour per battery. A remote start receptacle with a ground level shut off shall be standard.
Transmission Specs	Auto shift six speed transmission. The transmission shall have an integral hydraulic retarder that has operator selectable multi levels of retarding. maximum forward speed of not less than 34 mph. maximum reverse speed of not less than 6 mph. The torque converter shall have automatic lock-up in all forward gears. The OTG shall have an operator selectable longitudinal driveline differential with a 100% lock-up on the go clutch.
Steering Specs	The steering shall be a cushioned steering system with a hand metering unit, a single load sensing variable displacement piston pump, two double-acting cushioned steer cylinders that allow a minimum 45° of right or left articulation angle. An electronic secondary steering system, which meets ISO 5010 at gross vehicles weight, shall be provided.
Radius	The SAE turning radius shall be no more than 285.6 in (7254 mm).
Brakes Specs	The service brakes shall consist of a dual circuit system with hydraulic accumulators, one for the front axle and one for the center and rear axle. hydraulic applied dry disc brakes on the front, center and rear axles. Braking shall comply with ISO 3450 and SAE J1473 at the gross vehicle weight. oil released disc brake with hydraulic accumulator located on the center axle, and shall be independent of the service brakes.
HYDRAULIC SYSTEM	
Hydraulic System	The hydraulic system shall consist of a engine driven load sensing variable displacement piston pump for steering, engine driven gear pump for hoist and brake cooling, variable speed hydraulic engine cooling fan, hydraulic driven cooling fan system. The hauler shall have grouped hydraulic system test ports in on location for the following systems: steering, hoist, brake, cooling fan. Ejector cylinder and blade with integrated spillguard shall be standard and factory installed.
Tailgate	The body tailgate shall be hydraulically operated automatically with one control automatically used in conjunction with the ejector cylinder functions.
Axle	All axles shall have an operator selectable differential lock with a 100% lock on the go wet clutch with remote mounted axle breathers.

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	All axles shall have fully floating axle shafts with planetary gear reduction final drives.
Suspension	Both front and rear suspensions shall allow individual wheel movement independent of the frame and utilize cross stabilizers.
	The front suspension shall have two independent oil over nitrogen ride struts and a fully oscillating three-point suspension with lateral tie rod.
	The rear suspension shall have a walking beam design with elastomer springs to dampen shock loads.
Differential Specs	Differentials with wet clutched cross-axle diff locks for all axles shall be standard.
	Inter-axle differential with wet clutched diff lock shall be standard.
	Three axle- six wheel drive
Tires	Hauler shall have six wheels.
	Tires shall be tubeless radial articulate hauler type, size 750/65/R25.
Cab Operator Station	The cab shall be pressurized, heated, air conditioned, and filtered, ROPS/FOPS tested and approved in accordance with SAE J1040CISO 3471 and SAE J231/ISO 3449 standards.
	The cab shall be center-mounted via rubber isolators with the operator positioned along the center of the longitudinal axis of the machine with tilt capabilities.
Seats	air suspended, four-way adjustable, with flameproof upholstery, adjustable armrests and a retractable seat belt.
Instruments	tachometer, fuel level, engine oil pressure, coolant temperature, torque converter oil temperature, service hour meter and speedometer.
	A central warning system with visual and audible alarms shall be provided to monitor vital functions.
	An on-board, electronic machine monitoring system with trouble shooting diagnostics capability to monitor alternator, coolant temperature, brake oil pressure, engine oil pressure, and fuel with cab display shall be provided.
Air conditioning	Air conditioning with R134A refrigerant shall be standard.
	Laminated and tinted front glass window and toughened and tinted rear glass windows shall be standard.
	Heater and defroster with four-speed fan shall be standard and air vents shall be adjustable.
	Left and right mirrors shall be standard.
lights	Cab interior, front, side, rear, two reversing/working lights, two stop/tail lights, front and rear direction indicators
	Four headlights shall be standard.
	Intermittent front and rear windshield wiper and washer shall be standard.
Body Specs	Minimum hardness of 400 HB, yield strength of 145,000 psi, and tensile strength of 181,000 psi.
	Body plate thickness shall be a minimum: front 0.31 in (8mm), sides 0.47 in (12mm), bottom/scow 0.55 in (14mm).
	Body design shall have the ability to eject material out of the rear of the body.
	Body design shall include a hydraulically operated tailgate that lowers automatically when ejecting material. Spill guard front, integral part of fabricated body
Serviceability	Machine shall have vandalism protection that consists of lockable caps for fuel tank and hydraulic oil tank
	S-O-S (SM) sampling valves shall be provided.
SERVICE FILL CAPACITIES	
Fuel	Minimum 108.8 gal (412 L). DEF Tank 5.3 gal (20L)
Cooling System	Minimum 21.9 gal (83 L).

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Hydraulic System	Minimum 39.1 gal (110 L).
Engine Crankcase	Minimum 10.5 gal (40 L).
Transmission	Minimum 9.2 gal (35 L).
Final Drives Differential	Minimum 37.5 gal (135 L).
Gear Box	Minimum 6.3 gal (24 L).
Additional Features	
	Guards- rear window, radiator, crankcase and axle
	Body connection for exhaust heat shall be standard
	Tow pins front and rear, rear view camera, flashing beacon
Ejector System	The body ejector system shall have one, three-stage double acting cylinder with a blade eject time of no more than 12 seconds and a blade retract time of no more than 15 seconds.

26.0 Technical Training

After delivery of the specified equipment to the Fleet Department, a factory technician with experience in the application of all requested equipment shall provide training to instruct the City of Laredo personnel in the use, operation and maintenance of the requested equipment. An additional follow-up visit shall be mutually arranged within one year of equipment acceptance.

27.0 Manuals & Parts

Two (2) service, parts and troubleshooting manuals will be provided with each machine. The manuals will include all systems schematics and specific component literature. The manufacturer will maintain an inventory of common machine parts used on the specified unit.

27.1 All parts shall be identical to the in-place installed parts used in the construction of the requested equipment. Spare parts furnished shall not exempt from warranty any of the component installed items. In addition, the spare parts listed above shall be warranted the same as the installed items.

28.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded by sections to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. **The City of Laredo reserves the right to selection either Option 1 or Option 2 per section.**

28.1 The City of Laredo reserves the right to purchase additional vehicles at the bid pricing within a 120 day period with the consent of the vendor.

28.2 The City of Laredo is also accepting contract pricing from vendors that have a valid purchase contract with any of the cooperative purchasing programs that the City of Laredo is a member, in accordance to provisions of Chapter 791 of the Texas Government Cooperation Act. The City of Laredo is a member of the following cooperative purchasing programs:

- State of Texas
- Houston Galveston Area Council of Governments (H-GAC)
- BUYBOARD
- TCPN
- US Communities
- NCPA
- NJPA

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28.3 Required Documentation to be submitted with Bid

Vendors shall submit a price worksheet or "Catalog / Price Sheet" to include the standard equipment type products which were bid as specific line items. The price worksheet shall contain the COOPERATIVE, purchasing contract number along with pricing of the base bid item plus all published and unpublished options. The worksheet shall also indicate the delivery date.

28.4 Disclosure of Interested Parties (Not Required for this Contract**)**

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

29.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Tab A - Company Information Questionnaire

Tab B - Signed Price Schedule

Tab C - Conflict of Interest Questionnaire

Tab D - Non-Collusive Affidavit

Tab E - Discretionary Contract Disclosure

Tab F - Certificate of Interested Parties (Form 1295) (Not required for this contract)

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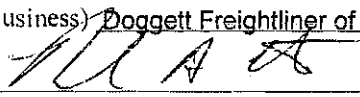
30.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire:

Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

Name of Offeror (Business) Doggett Freightliner of South Texas, LLC

Signature  Date 12/12/2017
of person authorized to sign bid

Print Name Mike Crockett
of person authorized to sign bid

Title: Fleet / Government Sales

Business Address: 12002 FM 1472

City, State, Zip Code: Laredo Texas 78045

Telephone Number: Direct: 210-277-4373 / 888-723-7473 Fax Number: 210-661-0289

Contact Person Email Address: mike.crockett@doggett.com

Federal Tax ID Number: 46-3732669

Bidders Principal/Corporate Place of Business Address: Headquarters - 8700 IH 10 East, Converse Texas 78109

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: L.L.C

If other state business status: Limited Liability Company

State how long under its present business name: 4 years 1 month

If applicable, list all other names under which the Business identified above operated in the last five years.

Freightliner of Laredo Ltd.- Opus Kane Vehicle Support Solutions

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

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Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No. /

Is any litigation pending against the Business? Yes / No. /

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No. /
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No. /

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No /

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No. /

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No /

Is the Business in arrears in any contract or debt? Yes / No /

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No /

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No. /

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business:

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company



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31.0 Tab B Price Schedule

31.1 Section IA – Dump Trucks (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- 14 yard Dump Truck (6x4) as per Specifications – 19.0	7	\$ 95,816.00	\$ 670,712.00
		Section IA Total	\$ 670,712.00

Make and Model: Freightliner M2-106

Model Year: 2019

Estimated Time of Delivery: 90-150 days ARO Days

***** The quantities are estimates and are based on the best available information*****

Section IB – Dump Trucks (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- 14 yard Dump Truck (6x4) as per Specifications – 19.0	7	\$	\$
		Section IA Total	\$

Make and Model: No option 2 - see option 1

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: Texas Comptroller - TxSmartBuy

Contract Number: 072-A1

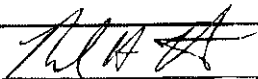
List the Cooperative Purchasing Program and Contract Number: TxSmartBuy contract 072-A1

Company Name: Doggett Freightliner of South Texas, LLC

Owner/President Name: William Leslie Doggett

Company Address: 8700 IH 10 East

City, State, Zip Code: Converse Texas 78109

Company Authorized Representative's Signature: 

Company Representative's Name: Mike Crockett

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.2 Section IIA – Dump Trucks (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- 16 yard Dump Truck as per Specifications – 20.0	2	\$ 125,980.00	\$ 251,960.00
		Section IA Total	\$ 251,960.00

Make and Model: Freightli ner122SD (Severe Duty) - Cummins X15 485HP / Allison 4500RDS

Model Year: 2019

Estimated Time of Delivery: 90-150 days ARO Days

*** *The quantities are estimates and are based on the best available information* ***

Section IIB – Dump Trucks (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- 16 yard Dump Truck as per Specifications – 20.0	2	\$	\$
		Section IA Total	\$

Make and Model: No option 2 - See option 1

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: Texas Comptroller - TxSmartBuy

Contract Number: 072-A1

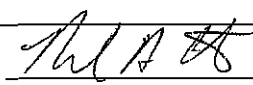
List the Cooperative Purchasing Program and Contract Number: TxSmartBuy contract 072-A1

Company Name: Doggett Freightli nerof South Texas, LLC

Owner/President Name: William Leslie Doggett

Company Address: 8700 IH 10 East

City, State, Zip Code: Converse, Texas 78109

Company Authorized Representative's Signature: 

Company Representative's Name: Mike Crockett

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

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PURCHASING DIVISION**

31.3 Section IIIA – Automated Refuse Side Loader (Cab & Chassis Only) (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Automated Refuse Side Loader (Cab & Chassis) as per Specifications – 21.2	6	\$ No Bid	\$ No Bid

Make and Model: No Bid

Model Year: _____

Estimated Time of Delivery: _____ Days

****** The quantities are estimates and are based on the best available information ******

Section IIIA – Automated Refuse Side Loader (Cab & Chassis Only) (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Automated Refuse Side Loader (Cab & Chassis) as per Specifications – 21.2	6	\$ No Bid	\$

Make and Model: No Bid

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Doggett Freightliner of South Texas, LLC

Owner/President Name: William Leslie Doggett

Company Address: 8700 IH 10 East

City, State, Zip Code: Converse, Texas 78109

Company Authorized Representative's Signature: 

Company Representative's Name: Mike Crockett

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.4 Section IVA – Automated Refuse Side Loader (Body Only) (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Automated Refuse Side Loader (Body) as per Specifications – 21.3 & 21.4	6	\$ No Bid	\$

Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

****** The quantities are estimates and are based on the best available information ******

Section IVA – Automated Refuse Side Loader (Body Only) (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Automated Refuse Side Loader (Body) as per Specifications – 21.3 & 21.4	6	\$ No Bid	\$

Make and Model: No Bid _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: N/A for this product

Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Doggett Freightliner of South Texas, LLC

Owner/President Name: William Leslie Doggett

Company Address: 8700 IH 10 East

City, State, Zip Code: San Antonio Texas 78109

Company Authorized Representative's Signature: 

Company Representative's Name: Mike Crockett

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.5 Section VA – Automated Refuse Rear Loader (Cab & Chassis Only) (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Automated Refuse Rear Loader (Cab & Chassis) as per Specifications – 22.1 & 22.2	6	\$ 87618.00	\$ 525,708.00
			525,708.00

Make and Model: Freightliner M-2 106

Model Year: 2019

Estimated Time of Delivery: 60-90 ARO - Chassis Only Days

**** The quantities are estimates and are based on the best available information ****

Section VA – Automated Refuse Rear Loader (Cab & Chassis Only) (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Automated Refuse Rear Loader (Cab & Chassis) as per Specifications – 22.1 & 22.2	6	\$ 92,600.00	\$ 555,600.00
			555,600.00

Make and Model: Freightliner 108SD Chassis (TxSmartBuy item 986D)

Model Year: 2019

Estimated Time of Delivery: 60-90 ARO (chassis) Days

Type of Contract: Texas Comptroller - TxSmartBuy

Contract Number: 072-A1

List the Cooperative Purchasing Program and Contract Number: TxSmartBuy contract # 072-A1 (Item 986D)

Company Name: Doggett Freightliner of South Texas, LLC

Owner/President Name: William Leslie Doggett

Company Address: 8700 IH 10 East

City, State, Zip Code: Converse Texas 78109

Company Authorized Representative's Signature: 

Company Representative's Name: Mike Crockett

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.6 Section VIA – Automated Refuse Rear Loader (Body Only) (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Automated Refuse Rear Loader (Body) as per Specifications – 22.3	6	\$ 69,625.00	\$ 417,750.00

Make and Model: Pak-Mor R325B-25 (Rear load refuse body to Laredo Specification)

**Provided by Reliance Truck & Equipment

Model Year: 2018

Estimated Time of Delivery: 60-90 after chassis delivered Days

***** The quantities are estimates and are based on the best available information *****

Section VIA – Automated Refuse Rear Loader (Body Only) (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Automated Refuse Rear Loader (Body) as per Specifications – 22.3	6	\$ No Bid	\$

Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: N/A

Contract Number: _____

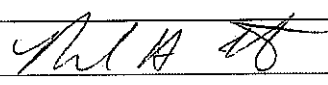
List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Doggett Freightliner of South Texas, LLC

Owner/President Name: William Leslie Doggett

Company Address: 87 00IH 10 East

City, State, Zip Code: Converse, Texas 78109

Company Authorized Representative's Signature: 

Company Representative's Name: Mik e Co & et

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

31.7 Section VIIA – Grapple Dump Truck (Cab and Chassis Only) (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Grapple Dump Truck (Cab and Chassis) as per Specifications – 23.1	3	\$ 90,872.00	\$ 272,616.00

Make and Model: Freightliner M2-106

Model Year: 2019

Estimated Time of Delivery: 60-90 ARO (chassis only) Days

**** *The quantities are estimates and are based on the best available information* ****

Section VIIA – Grapple Dump Truck (Cab and Chassis Only) (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Grapple Dump Truck (Cab and Chassis) as per Specifications – 23.1	3	\$ 94,642.00	\$ 283,926.00

Make and Model: Freightliner 108SD

Model Year: 2019

Estimated Time of Delivery: 60-90 ARO (Chassis) Days

Type of Contract: Texas Comptroller - TxSmartbuy

Contract Number: 072-A1

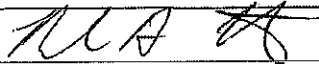
List the Cooperative Purchasing Program and Contract Number: TxSmartBuy - 072-A1

Company Name: Doggett Freightliner of South Texas, LLC

Owner/President Name: William Leslie Doggett

Company Address: 8700 IH 10 East

City, State, Zip Code: Converse, Texas 78109

Company Authorized Representative's Signature: 

Company Representative's Name: Mike Crockett

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.8 Section VIII A – Grapple Dump Truck (Body Only) (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Grapple Dump Truck (Body) as per Specifications – 23.2	3	\$ 99,790.00	\$ 299,370.00

Make and Model: Peterson - Atlas Loader and "Big Bite" bucket

Model Year: 2017

Estimated Time of Delivery: 60-120 days after receipt of chassis

****** The quantities are estimates and are based on the best available information ******

Section VIII A – Grapple Dump Truck (Body Only) (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Grapple Dump Truck (Body) as per Specifications – 23.2	3	\$ 92,360.20	\$ 277,080.60

Make and Model: RotoBec Elite 910 Model MT26 loader and 40 yd dump body

Model Year: 2018

Estimated Time of Delivery: 60-90 after chassis arrival Days

Type of Contract: N/A

Contract Number: _____

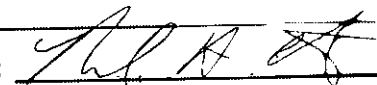
List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Doggett Freightliner of South Texas, LLC

Owner/President Name: William Leslie Doggett

Company Address: 8700 IH 10 East

City, State, Zip Code: Converse, Texas 78109

Company Authorized Representative's Signature: 

Company Representative's Name: Mike Crockett

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.9 Section IXA – Street Sweeper (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Street Sweeper as per Specifications – 24.0	2	\$ No Bid	\$

Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

****** The quantities are estimates and are based on the best available information ******

Section IXA – Street Sweeper (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Street Sweeper as per Specifications – 24.0	2	\$ No Bid	\$

Make and Model: No Bid _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____

Contract Number: _____


List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Doggett Freightliner of South Texas, LLC

Owner/President Name: William Leslie Doggett

Company Address: 8700 IH 10 East

City, State, Zip Code: Converse, Texas 78109

Company Authorized Representative's Signature: 

Company Representative's Name: Mike Crockett

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

31.10 Section XA – Articulated Dump Truck (Option 1)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Articulated Dump Truck as per Specifications – 25.0	1	\$ No Bid	\$

Make and Model: No Bid

Model Year: _____

Estimated Time of Delivery: _____ Days

***** The quantities are estimates and are based on the best available information *****

Section IXA – Articulated Dump Truck (Option 2)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Articulated Dump Truck as per Specifications – 25.0	1	\$ No Bid	\$

Make and Model: No Bid

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: N/A

Contract Number: _____

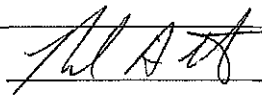
List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Doggett Freightliner of South Texas, LLC

Owner/President Name: William Leslie Doggett

Company Address: 8700 IH 10 East

City, State, Zip Code: Converse Texas 78109

Company Authorized Representative's Signature: 

Company Representative's Name: Mike Crockett

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

32.0 Tab C- Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040**, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

**CITY OF LAREDO
PURCHASING DIVISION**

HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.
 Name Mike Crockett Signature *Mike Crockett* Date 12/13/2017

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY	
Date Received	

1 Name of person who has a business relationship with local governmental entity.

~~None~~ Mike Crockett

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

None - No Conflict

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

Mike Crockett
 Signature of person doing business with the governmental entity

12-12-17
 Date

CITY OF LAREDO
PURCHASING DIVISION
AFFIDAVIT

33.0 **Tab D**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says: Mike Crockett

That he/she is Agent
(a Partner or officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

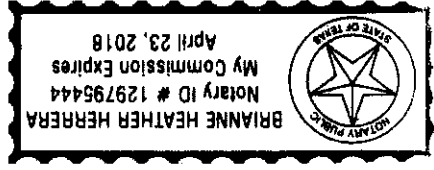
MAH

Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 31st day of Dec 2017.

Brianna Herrera
Notary Public

My commission expires:
4-23-2018



34.0 Tab E



City of Laredo Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 if the City's Ethics Code.

*This is a New Submission or Correction or Update to previous submission.

***1. Name of person submitting this disclosure form.**

Mike _____ A _____ Crockett _____
First M.I. Last Suffix

***2. Contract Information.**

a) Contract or Project name(s): Heavy Duty Trucks - City of Laredo
FY18-021

b) Originating Department(s): Finance Department - Purchasing Division

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

<u>Doggett Freightliner of South Texas, LLC</u> Name (Print)	<u>[Signature]</u> Signature	_____	_____
_____	_____	Name (Print)	Signature
<u>Mike Crockett</u> Name (Print)	<u>[Signature]</u> Signature	_____	_____
_____	_____	Name (Print)	Signature
_____	_____	Name (Print)	Signature
_____	_____	Name (Print)	Signature

***4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

Name of partner, parent, or subsidiary business entity(ies): _____

**CITY OF LAREDO
PURCHASING DIVISION**

***5. List any individuals or entities that will be subcontractors on this contract.**

Not applicable. No subcontractors will be retained for this contract.

Subcontractors may be retained, but have not been selected at the time of this submission.

List of subcontractors: _____

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract: _____

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

- a) Any individual seeking contract with the city (Question 3)
- b) Any owner or officer of entity seeking contract with the city (Question 3)
- c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
- d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
- e) The spouse of any individual listed in response to (a) through (d) above
- f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

List of contributors: _____

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

CITY OF LAREDO
PURCHASING DIVISION

I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest: _____

*** Acknowledgements**

Updates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

No Contract with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

*** Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

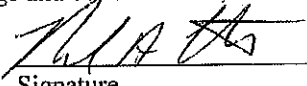
I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

*** Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Mike Crockett

Name (Print)


Signature

Government Sales

Title

Doggett Freightliner of South Texas, LLC

Company or DBA

12/13/2017

Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

**CITY OF LAREDO
PURCHASING DIVISION**

35.0 Tab F – Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tcc/1295-Info.htm>.

Implementation of House Bill 1295

28.1 Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

28.2 Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

**CITY OF LAREDO
PURCHASING DIVISION**

CERTIFICATE OF INTERESTED PARTIES	FORM 1295
--	------------------

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 USE ONLY
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.	

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

**CITY OF LAREDO
PURCHASING DIVISION**

36.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on December 14, 2017; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on December 15, 2017.**

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Heavy Duty Trucks – City of Laredo
FY18-021**

Bids are to be mailed: City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

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 USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-293834

Date Filed:
12/13/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Doggett Freightliner of South Texas, LLC
Converse, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Laredo

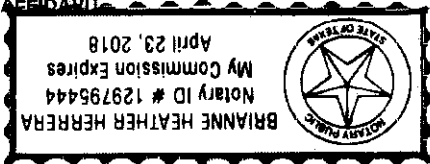
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

FY18-021 - Heavy Duty Trucks
Heavy Duty Trucks

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Doggett Industries Investments, LLC	Dallas, TX United States		X
	Doggett, William	Houston, TX United States	X	

5 Check only if there is NO interested party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Signature]
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Michael Crockett, this the 13th day of December 20 17, to certify which, witness my hand and seal of office.

[Signature] Signature of officer administering oath
Brianna Herrera Printed name of officer administering oath
F&I Admin Title of officer administering oath



City of Laredo – Heavy Duty Trucks - Bid No. FY18-021
Exceptions taken and explanation

1) (19.0) 14 Yard Dump truck cab and chassis – Engine / Transmission exception .

The requested engine HP rating of 350 HP exceeds the capability of the requested transmission model Allison 3500RDS.

A Cummins L9 at 330HP and 1,000 ft-lb torque was proposed as that is the maximum input HP rating compatible with the Allison 3500RDS transmission

2) (22.0) ** Option 1 ** Automated Refuse rear load cab and chassis -

22.3 Specialized Body
Installed/Mounted: Commercial 58 GPM Front Mounted Pump

The chassis offered in option 1 was offered with a 58 GPM transmission driven hydraulic pump in lieu of the front mount hydraulic pump. This allows the overall length of the truck to be shortened by 26", wall to wall turning radius to be reduced by 7' and overall visibility to be improved.

(22.0) **Option 2** No exception taken

3) (23.0) ** Option 1 ** Grapple Dump Body Truck Specifications – Engine HP / Tq rating 370HP/1250 Tq

Option 1 was offered with a Cummins L9 at 350HP / 1150 ft-lb torque in lieu of 370 HP / 1250 ft-lb to allow the cab height in relation to the frame to be reduced several inches. This allows the grapples pick up material in front of the truck without potentially striking the truck cab roof.

(23.0) **Option 2** No exception taken

Doggett Freightliner of

South Texas, LLC
8700 IH-10 East
Converse, TX 78109
(210) 666-6665 Main
(210) 661-0289 Fax



Doggett Freightliner of

South Texas, LLC
12002 FM 1472
Laredo, TX 78045
(956) 723-7473 Main
(956) 723-6530 Fax



Doggett Freightliner of

South Texas, LLC
3103 N. Cage Blvd.
Pharr, TX 78577
(956) 782-8202 Main
(956) 728-8230 Fax



Doggett Freightliner of

South Texas, LLC
SelectTrucks
Converse, TX 78109
(888) 661-9560 Main
(210) 661-7857 Fax

Prepared for:
 Jose Valdez
 City of Laredo
 1110 Hoston Street
 Laredo, TX 78042
 Phone: 956-790-1800

Prepared by:
 Mike Crockett
 DOGGETT FREIGHTLINER OF
 SOUTH TEXAS, LLC
 8700 IH10 East
 CONVERSE, TX 78109
 Phone:

**Specification for Dump Truck Chassis
 Optional**

SPECIFICATION PROPOSAL

Data Code	Description	Weight Front	Weight Rear	Retail Price
Price Level				
PRL-17M	M2 PRL-17M (EFF:11/14/17)			STD
Data Version				
DRL-004	SPECPRO21 DATA RELEASE VER 004			N/C
Interior Convenience/Driver Retention Package				
055-998	NO INTERIOR CONVENIENCE PACKAGE			STD
Vehicle Configuration				
001-172	M2 106 CONVENTIONAL CHASSIS	5,759	3,503	\$102,495.00
004-219	2019 MODEL YEAR SPECIFIED			N/C
002-004	SET BACK AXLE - TRUCK			STD
019-001	TRAILER TOWING PROVISION AT END OF FRAME FOR TRUCK	10	10	\$1,083.00
003-001	LH PRIMARY STEERING LOCATION			STD
General Service				
AA1-003	TRUCK/TRAILER CONFIGURATION			N/C
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)			STD
A85-011	CONSTRUCTION SERVICE			N/C
A84-1GM	GOVERNMENT BUSINESS SEGMENT			N/C
AA4-010	DIRT/SAND/ROCK COMMODITY			N/C
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS			STD
AB1-008	MAXIMUM 8% EXPECTED GRADE			STD
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE			STD
995-091	MEDIUM TRUCK WARRANTY			STD
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 14600.0 lbs			



Prepared for:
 Jose Valdez
 City of Laredo
 1110 Houston Street
 Laredo, TX 78042
 Phone: 956-790-1800

Prepared by:
 Mike Crockett
 DOGGETT FREIGHTLINER OF
 SOUTH TEXAS, LLC
 8700 IH10 East
 CONVERSE, TX 78109
 Phone:

Data Code	Description	Weight Front	Weight Rear	Retail Price
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 40000.0 lbs			
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 54600.0 lbs			
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 80000.0 lbs			
Truck Service				
AA3-004	END DUMP BODY			N/C
AF3-165	OX BODIES (TBEI)			N/C
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in			
Engine				
101-22R	CUM L9 330 HP @ 2000 RPM, 2200 GOV RPM, 1000 LB/FT @ 1400 RPM	640	30	\$13,196.00
Electronic Parameters				
79A-068	68 MPH ROAD SPEED LIMIT			N/C
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT			N/C
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED			N/C
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM			N/C
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM			N/C
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH			N/C
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND			N/C
80G-002	PTO MINIMUM RPM - 700			N/C
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH			N/C
Engine Equipment				
99C-017	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION			STD
99D-010	NO 2008 CARB EMISSION CERTIFICATION			N/C
13E-001	STANDARD OIL PAN			STD
105-001	ENGINE MOUNTED OIL CHECK AND FILL			STD
133-004	ONE PIECE VALVE COVER			STD
014-1B5	SIDE OF HOOD AIR INTAKE WITH DONALDSON HIGH CAPACITY AIR CLEANER WITH SAFETY ELEMENT, FIREWALL MOUNTED			\$50.00
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE			STD



Prepared for:
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 8700 IH10 East
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Data Code	Description	Weight Front	Weight Rear	Retail Price
292-098	(2) ALLIANCE MODEL 1231, GROUP 31, 12 VOLT MAINTENANCE FREE 2250 CCA THREADED STUD BATTERIES			\$41.00
290-017	BATTERY BOX FRAME MOUNTED			STD
281-001	STANDARD BATTERY JUMPERS			STD
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB			STD
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN			STD
289-001	NON-POLISHED BATTERY BOX COVER			STD
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8		\$230.00
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE			STD
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR			STD
131-013	AIR COMPRESSOR DISCHARGE LINE			STD
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM			STD
128-076	CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH	20		N/C
016-1C3	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE			STD
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH			STD
239-001	STANDARD EXHAUST SYSTEM LENGTH			STD
237-052	RH STANDARD HORIZONTAL TAILPIPE			STD
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK			STD
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL			STD
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION			STD
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING			STD
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP			STD
273-018	HORTON DRIVEMASTER ADVANTAGE ON/OFF FAN DRIVE			\$37.00
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED			STD
110-003	CUMMINS SPIN ON FUEL FILTER			STD



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118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER			N/C
266-013	1100 SQUARE INCH ALUMINUM RADIATOR	20		N/C
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT			STD
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT			STD
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES			STD
270-016	RADIATOR DRAIN VALVE			STD
168-002	LOWER RADIATOR GUARD			STD
134-001	ALUMINUM FLYWHEEL HOUSING			STD
132-004	ELECTRIC GRID AIR INTAKE WARMER			STD
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH			N/C

Transmission

342-584	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60	\$6,711.00
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Transmission Equipment

343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV			N/C
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES			N/C
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD



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84L-000	LOAD BASED SHIFT SCHEDULE AND VEHICLE ACCELERATION CONTROL RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED VOCATIONAL USAGE			STD
84N-000	NEUTRAL AT STOP - DISABLED, FUELSNSE - DISABLED			STD
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES			STD
84V-998	TCU-DIRECTION CHNG,NOT CONFIGURED			STD
84M-998	TCU-PUMP MODE OPTION NOT CONFIGURED			STD
85B-998	TCU-RANGE INDICATION NOT CONFIGURED			STD
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN			STD
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED			N/C
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013			N/C
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK			STD
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK			N/C
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)			STD

Front Axle and Equipment

400-1A8	DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE			\$802.00
402-049	MERITOR 16.5X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			N/C
403-002	NON-ASBESTOS FRONT BRAKE LINING			STD
419-023	CONMET CAST IRON FRONT BRAKE DRUMS			STD
409-006	FRONT OIL SEALS			STD
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL			STD
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES			STD
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS			STD
536-012	TRW TAS-85 POWER STEERING	40		N/C
539-003	POWER STEERING PUMP			STD
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR			STD
40T-001	ORGANIC SAE 80/90 FRONT AXLE LUBE			STD

Front Suspension



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Data Code	Description	Weight Front	Weight Rear	Retail Price
620-010	14,600# TAPERLEAF FRONT SUSPENSION	170		\$524.00
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION			STD
62H-998	NO FRONT SUSPENSION SPRING BRACKET OPTIONS			STD
410-001	FRONT SHOCK ABSORBERS			STD
Rear Axle and Equipment				
420-1K3	MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE		2,500	\$9,775.00
421-529	5.29 REAR AXLE RATIO			\$147.00
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING			STD
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES			STD
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES			N/C
393-998	NO DRIVELINE GUARD			STD
878-019	(1) INTERAXLE LOCK VALVE FOR TANDEM OR TRIDEM DRIVE AXLES			N/C
87A-001	BLINKING LAMP WITH EACH INTERAXLE LOCK SWITCH, INTERAXLE UNLOCK DEFAULT WITH IGNITION OFF			N/C
423-033	MERITOR 16.5X7 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			\$280.00
433-002	NON-ASBESTOS REAR BRAKE LINING			STD
434-019	ASPHALT SPREADER CLEARANCE REAR BRAKE GEOMETRY			N/C
451-023	CONMET CAST IRON REAR BRAKE DRUMS			STD
440-006	REAR OIL SEALS			STD
426-101	WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS		20	N/C
N 428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS			STD
41T-001	ORGANIC SAE 80/90 REAR AXLE LUBE			STD
Rear Suspension				
622-006	40,000# 4-SPRING FLAT LEAF REAR SUSPENSION		40	(\$220.00)
621-001	SPRING SUSPENSION - NO AXLE SPACERS			N/C
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP			STD
624-011	52 INCH AXLE SPACING			N/C



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Data Code	Description	Weight Front	Weight Rear	Retail Price
Brake System				
018-002	AIR BRAKE PACKAGE			STD
490-100	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL			STD
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES			STD
904-001	FIBER BRAID PARKING BRAKE HOSE			STD
412-001	STANDARD BRAKE SYSTEM VALVES			STD
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM			STD
413-002	STD U.S. FRONT BRAKE VALVE			STD
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE			STD
480-083	WABCO SS-1200 PLUS AIR DRYER WITH INTEGRAL AIR GOVERNOR AND HEATER			STD
479-015	AIR DRYER FRAME MOUNTED			STD
460-001	STEEL AIR BRAKE RESERVOIRS			STD
477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS			STD
Trailer Connections				
914-001	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS			N/C
296-010	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION			N/C
297-001	SAE J580 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME			N/C
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT			STD
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT			STD
30L-998	NO HIGH CURRENT TRAILER/BODY CABLE			STD
Wheelbase & Frame				
545-477	4775MM (188 INCH) WHEELBASE			N/C
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	70	130	\$404.00
552-030	1600MM (63 INCH) REAR FRAME OVERHANG			STD
55V-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH			N/C
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 122.45 in			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 119.45 in			



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Data Code	Description	Weight Front	Weight Rear	Retail Price
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 280.39			
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 122.45 in			
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 46.76 in			N/C
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 69.21 in			N/C
553-001	SQUARE END OF FRAME			STD
550-001	FRONT CLOSING CROSSMEMBER			STD
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER			STD
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)			STD
572-001	STANDARD REARMOST CROSSMEMBER			STD
565-001	STANDARD SUSPENSION CROSSMEMBER			STD
Chassis Equipment				
556-1AN	THREE-PIECE 14 INCH STEEL CENTER BUMPER WITH FLEXIBLE PLASTIC ENDS			STD
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15		\$74.00
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE			STD
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS			STD
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS			STD
489-998	NO TIRE PRESSURE CONTROL/SENSOR			STD
Fuel Tanks				
204-194	100 GALLON/378 LITER RECTANGULAR ALUMINUM FUEL TANK - LH	80	10	\$408.00
218-005	RECTANGULAR FUEL TANK(S)			STD
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS			STD
212-007	FUEL TANK(S) FORWARD			STD
664-001	PLAIN STEP FINISH			STD
205-001	FUEL TANK CAP(S)			STD
122-1H3	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR	-5		N/C
216-020	EQUIFLO INBOARD FUEL SYSTEM			STD
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE			STD
Tires				
093-2DU	CONTINENTAL HSC1 11R22.5 16 PLY RADIAL FRONT TIRES	36		(\$148.00)



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Data Code	Description	Weight Front	Weight Rear	Retail Price
094-2DY	CONTINENTAL HDC1 11R22.5 16 PLY RADIAL REAR TIRES		136	(\$688.00)
Hubs				
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS			STD
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS			STD
Wheels				
502-523	MAXION WHEELS 90262 22.5X8.25 10-HUB PILOT 6.19 INSET 5-HAND STEEL DISC FRONT WHEELS	18		(\$4.00)
505-523	MAXION WHEELS 90262 22.5X8.25 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS		72	(\$16.00)
50W-998	NO RIM/WHEEL TIRE PRESSURE SENSOR			STD
496-011	FRONT WHEEL MOUNTING NUTS			STD
497-011	REAR WHEEL MOUNTING NUTS			STD
Cab Exterior				
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB			STD
650-008	AIR CAB MOUNTING			\$121.00
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE			\$31.00
678-001	LH AND RH GRAB HANDLES			STD
646-009	PAINTED PLASTIC GRILLE			STD
65X-001	ARGENT SILVER HOOD MOUNTED AIR INTAKE GRILLE			STD
644-004	FIBERGLASS HOOD			STD
727-1AM	DUAL 24 INCH ROUND POLISHED ALUMINUM AIR HORNS ROOF MOUNTED	8		\$206.00
726-001	SINGLE ELECTRIC HORN			STD
728-002	DUAL HORN SHIELDS			N/C
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME			STD
575-001	REAR LICENSE PLATE MOUNT END OF FRAME			STD
312-043	INTEGRAL HEADLIGHT/MARKER ASSEMBLY			STD
302-047	LED AERODYNAMIC MARKER LIGHTS			\$34.00
294-001	INTEGRAL STOP/TAI/BACKUP LIGHTS			STD
300-015	STANDARD FRONT TURN SIGNAL LAMPS			STD
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE			\$286.00
797-001	DOOR MOUNTED MIRRORS			STD



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796-001	102 INCH EQUIPMENT WIDTH			STD
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS			N/C
729-001	STANDARD SIDE/REAR REFLECTORS			STD
768-043	63X14 INCH TINTED REAR WINDOW			STD
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS			STD
654-003	MANUAL DOOR WINDOW REGULATORS			STD
663-013	TINTED WINDSHIELD			STD
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED			STD

Cab Interior

707-1AM	OPAL GRAY CLOTH INTERIOR			STD
706-013	MOLDED PLASTIC DOOR PANEL			STD
708-013	MOLDED PLASTIC DOOR PANEL			STD
772-006	BLACK MATS WITH SINGLE INSULATION			STD
785-001	DASH MOUNTED ASH TRAYS AND LIGHTER			\$12.00
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING			STD
694-010	IN DASH STORAGE BIN			STD
742-007	(2) CUP HOLDERS LH AND RH DASH			STD
680-006	GRAY/CHARCOAL FLAT DASH			STD
720-003	5 LB. FIRE EXTINGUISHER	10		\$63.00
700-002	HEATER, DEFROSTER AND AIR CONDITIONER			STD
701-001	STANDARD HVAC DUCTING			STD
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH			STD
170-015	STANDARD HEATER PLUMBING			STD
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR			STD
702-002	BINARY CONTROL, R-134A			STD
739-033	STANDARD INSULATION			STD
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES			STD
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM			STD
324-014	DOME LIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS			STD
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES	10		\$24.00
756-1J3	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30		\$212.00
760-1DC	BASIC HIGH BACK NON SUSPENSION PASSENGER SEAT			STD
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS			STD
758-036	VINYL WITH VINYL INSERT DRIVER SEAT			STD
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT			STD
763-102	HIGH VISIBILITY ORANGE SEAT BELTS			\$26.00
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10		\$478.00
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL			STD
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS			STD

Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL			STD
734-004	GRAY CENTER INSTRUMENT PANEL			STD
870-001	BLACK GAUGE BEZELS			STD
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM			STD
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES			STD
198-002	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS			\$12.00
721-001	97 DB BACKUP ALARM		3	\$51.00
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL			STD
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY			STD
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED			STD
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH			STD
844-001	2 INCH ELECTRIC FUEL GAUGE			STD
148-003	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE			STD
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE			STD
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY			STD
73B-998	NO LANE DEPARTURE WARNING SYSTEM			STD
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE			STD
78A-998	NO POSITION/COMMUNICATION ACCESSORY			STD
746-1B4	AM/FM/WB WORLD TUNER RADIO WITH CD PLAYER, BLUETOOTH, IPOD INTERFACE, USB AND AUXILIARY INPUTS, J1939	10		\$554.00
747-001	DASH MOUNTED RADIO			N/C
750-002	(2) RADIO SPEAKERS IN CAB			N/C
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF			N/C
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER			STD
817-001	STANDARD VEHICLE SPEED SENSOR			STD
812-001	ELECTRONIC 3000 RPM TACHOMETER			STD
813-998	NO VEHICLE PERFORMANCE MONITOR	-5		STD
8D1-998	NO DETROIT CONNECT SERVICES SELECTED			STD
8Z1-998	NO ZONAR SERVICES SELECTED			STD
162-011	IDLE LIMITER, ELECTRONIC ENGINE			STD
329-010	TWO ON/OFF ROCKER SWITCHES IN THE DASH WITH INDICATOR LIGHTS AND WIRE ROUTED TO CHASSIS AT BACK OF CAB, LABEL OPT			\$59.00
81Y-001	PRE-TRIP LAMP INSPECTION, ALL OUTPUTS FLASH, WITH SMART SWITCH			\$12.00
482-001	BW TRACTOR PROTECTION VALVE			N/C
883-001	TRAILER HAND CONTROL BRAKE VALVE			N/C
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY			STD
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY			STD
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH			STD
882-004	TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR			N/C
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE			STD
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS			STD
869-998	NO MISCELLANEOUS GAUGES			STD



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 Phone: 956-790-1800

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Data Code	Description	Weight Front	Weight Rear	Retail Price
Design				
065-000	PAINT: ONE SOLID COLOR			STD
Color				
980-5F6	CAB COLOR A: L0006EB WHITE ELITE BC			STD
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT			STD
98K-998	NO FUEL TANK CABINET PAINT			STD
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			STD
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			STD
964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX			STD
963-003	STANDARD E COAT/UNDERCOATING			STD
Certification / Compliance				
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS			STD
Sales Programs				
NO SALES PROGRAMS HAVE BEEN SELECTED				

TOTAL VEHICLE SUMMARY

Adjusted List Price

Adjusted List Price ** \$137,362.00

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	7154 lbs	6514 lbs	13668 lbs
Dealer Installed Options	0 lbs	0 lbs	0 lbs
Total Weight⁺	7154 lbs	6514 lbs	13668 lbs

ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE



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Other Factory Charges

PMU-017	2016 OBD/2010 EPA/CARB/GHG17 ESCALATOR	\$300.00
RD1-998	NO DETROIT CONNECT SERVICE SELECTED	STD
RZ1-998	NO ZONAR SERVICE SELECTED	STD
P73-2FT	STANDARD DESTINATION CHARGE	\$2,050.00

Dealer Installed Options

		Weight Front	Weight Rear	Price
DAVIS	DAVIS 15' DUMP BODY TO LAREDO SPECIFICATION	0	0	\$15,580.00
Total Dealer Installed Options		0 lbs	0 lbs	\$15,580.00

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

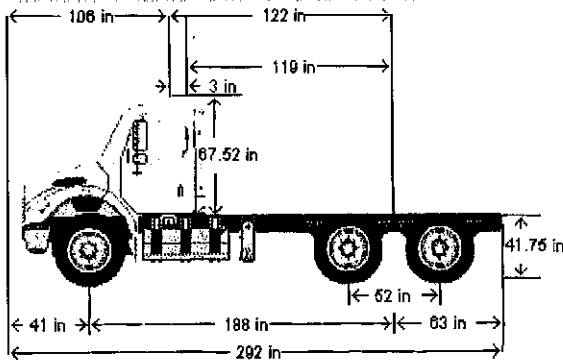
(**) Prices shown do not include taxes, fees, etc... "Net Equipment Selling Price" is located on the Quotation Details Proposal Report.



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D I M E N S I O N S



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model	M2106
Wheelbase (545)	4775MM (188 INCH) WHEELBASE
Rear Frame Overhang (552)	1600MM (63 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577)	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in)	0
Slide Increment (in)	0
Desired Slide Position (in)	0.0
Cab Size (829)	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016)	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE

TABLE SUMMARY - DIMENSIONS



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Dimensions	Inches
Bumper to Back of Cab (BBC)	106.3
Bumper to Centerline of Front Axle (BA)	40.7
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	122.4
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	119.4
Back of Cab Protrusions (Exhaust/Intake) (CP)	0.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	185.4
Cab Height (CH)	67.5
Wheelbase (WB)	188.0
Frame Overhang (OH)	63.0
Overall Length (OAL)	291.7
Rear Axle Spacing	52.0
Unladen Frame Height at Centerline of Rear Axle	41.7

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



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G V W R

VEHICLE SPECIFICATIONS SUMMARY - GVWR

Model	M2106
Cab Size (829)	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs)	14600.0
Expected Pusher Axle(s) Load (lbs)	0.0
Expected Rear Axle(s) Load (lbs)	40000.0
Expected Tag Axle(s) Load (lbs)	0.0
Expected GVW (lbs)	54600
Expected GCW (lbs)	80000.0
Front Axle (400)	DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
Front Suspension (620)	14,600# TAPERLEAF FRONT SUSPENSION
Front Hubs (418)	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
Front Disc Wheels (502)	MAXION WHEELS 90262 22.5X8.25 10-HUB PILOT 6.19 INSET 5-HAND STEEL DISC FRONT WHEELS
Front Tires (093)	CONTINENTAL HSC1 11R22.5 16 PLY RADIAL FRONT TIRES
Front Brakes (402)	MERITOR 16.5X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Steering Gear (536)	TRW TAS-85 POWER STEERING
Rear Axle (420)	MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE
Rear Suspension (622)	40,000# 4-SPRING FLAT LEAF REAR SUSPENSION
Rear Hubs (450)	CONMET PRESET PLUS PREMIUM IRON REAR HUBS
Rear Disc Wheels (505)	MAXION WHEELS 90262 22.5X8.25 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS
Rear Tires (094)	CONTINENTAL HDC1 11R22.5 16 PLY RADIAL REAR TIRES
Rear Brakes (423)	MERITOR 16.5X7 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Pusher / Tag Axle (443)	NO PUSHER OR TAG AXLE
Pusher / Tag Suspension (626)	NO PUSHER OR TAG SUSPENSION
Pusher / Tag Hubs (449)	NO PUSHER OR TAG HUBS
Pusher/Tag Disc Wheels (509)	NO PUSHER/TAG DISC WHEELS
Pusher / Tag Tires (095)	NO PUSHER/TAG TIRES
Pusher / Tag Brakes (456)	NO PUSHER/TAG BRAKES

TABLE SUMMARY - GVWR



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	Front	Rear 1	Rear 2
Axle Component Weight Ratings			
Axles	14700	20000	20000
Suspension	14600	20000	20000
Hubs	14700	26000	26000
Brakes	14700	26000	26000
Wheels	14800	29600	29600
Tires	13220	24020	24020
Power Steering	18000	N/A	N/A
GAWR (per axle)	13220	20000	20000
GAWR (per axle system)	13220		40000
Expected Load (per axle system)	14600		40000
Vehicle GVWR Summary			
Calculated GVWR	53220		
Expected GVWR	54600		
All weights displayed in pounds			

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



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~~Section 1A - City of Laredo Truck Option~~
~~Chassis specification~~

S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear	Retail Price
Price Level				
PRL-17D	SD PRL-17D (EFF:11/14/17)			STD
Data Version				
DRL-004	SPECPRO21 DATA RELEASE VER 004			N/C
Vehicle Configuration				
001-241	122SD CONVENTIONAL CHASSIS	9,214	6,816	\$173,815.00
004-219	2019 MODEL YEAR SPECIFIED			N/C
002-004	SET BACK AXLE - TRUCK	-10		(\$2,303.00)
019-001	TRAILER TOWING PROVISION AT END OF FRAME FOR TRUCK	10	10	\$904.00
003-001	LH PRIMARY STEERING LOCATION			STD
General Service				
AA1-003	TRUCK/TRAILER CONFIGURATION			N/C
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)			N/C
A85-011	CONSTRUCTION SERVICE			N/C
A84-1GM	GOVERNMENT BUSINESS SEGMENT			N/C
AA4-010	DIRT/SAND/ROCK COMMODITY			N/C
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS			STD
AB1-008	MAXIMUM 8% EXPECTED GRADE			STD
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE			STD
995-1AD	FREIGHTLINER LEVEL I WARRANTY			STD
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 18000.0 lbs			
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 40000.0 lbs			



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Data Code	Description	Weight Front	Weight Rear	Retail Price
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 58000.0 lbs			
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 82000.0 lbs			
Truck Service				
AA3-004	END DUMP BODY			N/C
A88-99D	EXPECTED TRUCK BODY LENGTH : 16.0 ft			
AF3-165	OX BODIES (TBEI)			N/C
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in			
Tractor Service				
AA2-005	FLATBED TRAILER			N/C
AH6-001	SINGLE (1) TRAILER			STD
Engine				
101-3AW	CUM X15 485V @ 1950 RPM, 2000 GOV RPM, 1650 LB-FT @ 1150 RPM	150	60	\$36.00
Electronic Parameters				
79A-068	68 MPH ROAD SPEED LIMIT			N/C
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT			N/C
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED			N/C
79P-011	PTO RPM WITH CRUISE SET SWITCH - 825 RPM			N/C
79Q-014	PTO RPM WITH CRUISE RESUME SWITCH - 825 RPM			N/C
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH			N/C
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND			N/C
80G-006	PTO MINIMUM RPM - 825			N/C
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH			N/C
Engine Equipment				
99C-017	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION			STD
99D-010	NO 2008 CARB EMISSION CERTIFICATION			N/C
13E-001	STANDARD OIL PAN			STD
105-001	ENGINE MOUNTED OIL CHECK AND FILL			STD
133-004	ONE PIECE VALVE COVER			STD
014-1CP	DUAL SIDE OF HOOD AIR INTAKE WITH ENGINE MOUNTED HIGH CAPACITY AIR CLEANER			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE			STD
292-071	(3) ALLIANCE MODEL 1231, GROUP 31, 12 VOLT MAINTENANCE FREE 3375 CCA THREADED STUD BATTERIES			STD
290-1D3	STEEL BATTERY BOX WITH ENCLOSED TRAY			STD
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB			STD
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN			STD
289-006	PLASTIC BATTERY BOX COVER			STD
107-045	CUMMINS NATURALLY ASPIRATED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE			N/C
131-013	AIR COMPRESSOR DISCHARGE LINE			STD
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM			STD
128-047	CUMMINS INTEBRAKE COMPRESSION BRAKE WITH (2) SWITCHES; (1) ON/OFF AND (1) LOW/MEDIUM/HIGH RETARDATION LEVEL			N/C
016-1C3	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE	-30	-20	(\$485.00)
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH			STD
239-001	STANDARD EXHAUST SYSTEM LENGTH			N/C
237-052	RH STANDARD HORIZONTAL TAILPIPE			N/C
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK	-10	-5	(\$70.00)
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL			(\$32.00)
43X-001	LH HEAVY DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION			STD
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP			STD
273-036	BORG WARNER (KYSOR) REAR AIR ON/OFF ENGINE FAN CLUTCH			STD
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED			STD
110-003	CUMMINS SPIN ON FUEL FILTER			N/C
118-001	FULL FLOW OIL FILTER			STD
266-1AW	1700 SQUARE INCH ALUMINUM RADIATOR	30		N/C
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT			STD
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES			STD
270-016	RADIATOR DRAIN VALVE			N/C
134-001	ALUMINUM FLYWHEEL HOUSING			STD
155-055	DELCO 12V 39MT HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH			N/C
Transmission				
342-1M3	ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	170	50	\$21,752.00
Transmission Equipment				
343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV			N/C
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES			N/C
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C
84E-014	S2 PERFORMANCE 2 PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C
84F-012	S1 PERFORMANCE SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C
84G-005	1500 RPM PRIMARY MODE SHIFT SPEED			N/C
84H-005	1500 RPM SECONDARY MODE SHIFT SPEED			N/C
84L-000	LOAD BASED SHIFT SCHEDULE AND VEHICLE ACCELERATION CONTROL RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED VOCATIONAL USAGE			N/C
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN			N/C
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED			N/C
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013			N/C



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Data Code	Description	Weight Front	Weight Rear	Retail Price
370-011	WATER TO OIL TRANSMISSION COOLER, FRAME MOUNTED	15		N/C
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK			N/C
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)			N/C

Front Axle and Equipment

400-1BA	DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	190		\$2,229.00
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10		N/C
403-002	NON-ASBESTOS FRONT BRAKE LINING			\$10.00
419-023	CONMET CAST IRON FRONT BRAKE DRUMS			STD
409-006	FRONT OIL SEALS			STD
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL			STD
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES			STD
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS			STD
406-001	STANDARD KING PIN BUSHINGS			STD
536-012	TRW TAS-85 POWER STEERING	40		N/C
539-003	POWER STEERING PUMP			STD
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR			STD
40T-002	SYNTHETIC 75W-90 FRONT AXLE LUBE			STD

Front Suspension

620-005	18,000# FLAT LEAF FRONT SUSPENSION	250		\$263.00
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION			N/C
410-998	NO FRONT SHOCK ABSORBERS	-30		N/C

Rear Axle and Equipment

420-1K3	MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE		-40	\$133.00
421-390	3.90 REAR AXLE RATIO			N/C
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING			STD
386-075	MXL 18T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES			STD
388-076	MXL 17N MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH FULL ROUND YOKES			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30	\$1,540.00
878-023	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AND REAR-REAR AXLE VALVE			N/C
87A-005	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH			STD
87B-008	INDICATOR LIGHT FOR EACH DRIVER CONTROLLED TRACTION DEVICE SWITCH			N/C
423-019	MERITOR 16.5X8.62 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			STD
433-002	NON-ASBESTOS REAR BRAKE LINING			N/C
434-005	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S) WITH AUXILIARY SUPPORT BRACKETS			STD
451-023	CONMET CAST IRON REAR BRAKE DRUMS			STD
440-006	REAR OIL SEALS			STD
426-101	WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS		20	N/C
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS			STD
41T-002	SYNTHETIC 75W-90 REAR AXLE LUBE			STD
Rear Suspension				
622-218	AIRLINER 40,000# EXTRA DUTY REAR SUSPENSION		235	\$393.00
621-007	AIRLINER HIGH POSITION RIDE HEIGHT			STD
431-005	RESTRAINED AXLE SEATS IN AXLE CLAMP GROUP			N/C
624-016	51 INCH AXLE SPACING			STD
888-047	MANUAL DUMP VALVE FOR AIR SUSPENSION WITHOUT GAUGE			\$79.00
87D-006	INDICATOR LIGHT FOR EACH REAR SUSPENSION CONTROL SWITCH			N/C
910-001	SINGLE AIR REAR SUSPENSION LEVELING VALVE			STD
623-002	TRANSVERSE CONTROL RODS			STD
439-005	REAR SHOCK ABSORBERS - TWO AXLES (TANDEM) (AIR RIDE SUSPENSION)			STD
Brake System				
490-101	WABCO 4S/4M ABS WITH TRACTION CONTROL			STD
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
904-001	FIBER BRAID PARKING BRAKE HOSE			STD
412-001	STANDARD BRAKE SYSTEM VALVES			STD
413-002	STD U.S. FRONT BRAKE VALVE			STD
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE			STD
480-083	WABCO SS-1200 PLUS AIR DRYER WITH INTEGRAL AIR GOVERNOR AND HEATER			STD
460-001	STEEL AIR BRAKE RESERVOIRS			STD
477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS			STD
Trailer Connections				
481-998	NO TRAILER AIR HOSE	-10		N/C
914-001	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS			N/C
296-010	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION			STD
297-001	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME			N/C
335-001	CHASSIS POWER DISTRIBUTION MODULE (CPDM)			\$255.00
310-998	NO TRAILER ELECTRICAL CABLE	-10		N/C
Wheelbase & Frame				
545-497	4975MM (196 INCH) WHEELBASE			N/C
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	110	-20	\$494.00
552-012	1450MM (57 INCH) REAR FRAME OVERHANG			STD
55W-005	FRAME OVERHANG RANGE: 51 INCH TO 60 INCH			N/C
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 119.62 in			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 116.62 in			
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 283.12			
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 119.62 in			
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 34.3 in			N/C
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 115.25 in			N/C
553-001	SQUARE END OF FRAME			N/C
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)			STD
572-001	STANDARD REARMOST CROSSMEMBER			STD
565-002	HEAVY DUTY SUSPENSION CROSSMEMBER			N/C
568-001	STANDARD WEIGHT REAR SUSPENSION CROSSMEMBER			STD
Chassis Equipment				
674-998	NO LH OR RH BACK OF CAB ACCESS	-5	-5	N/C
592-998	NO DECK PLATE	-5	-5	N/C
556-071	12 INCH PAINTED STEEL BUMPER			STD
557-003	CENTER STEP CUTOUT IN BUMPER			STD
574-003	SINGLE LICENSE PLATE BRACKET BELOW BUMPER			STD
585-998	NO MUDFLAP BRACKETS		-15	N/C
590-998	NO REAR MUDFLAPS		-15	N/C
586-031	FRONT CAB MOUNTED MUDFLAPS AND HOOD MOUNTED SPLASH SHIELDS			STD
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS			STD
Fifth Wheel				
578-998	NO FIFTH WHEEL	-30	-490	N/C
Fuel Tanks				
204-156	100 GALLON/378 LITER ALUMINUM FUEL TANK - LH	10		\$90.00
218-006	25 INCH DIAMETER FUEL TANK(S)			STD
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS			STD
212-008	FUEL TANK(S) AFT			STD
664-001	PLAIN STEP FINISH			STD
205-001	FUEL TANK CAP(S)			STD
122-1H3	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR	10		N/C
216-020	EQUIFLO INBOARD FUEL SYSTEM			STD
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE			STD
Tires				
093-0TA	MICHELIN XZY-3 385/65R22.5 18 PLY RADIAL FRONT TIRES	130		\$562.00
094-2C7	HANKOOK DL11 11R22.5 16 PLY RADIAL REAR TIRES		120	(\$1,216.00)



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Data Code	Description	Weight Front	Weight Rear	Retail Price
Hubs				
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS			STD
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS			STD
Wheels				
502-574	ACCURIDE 29807 22.5X12.25 10-HUB PILOT 4.75 INSET 5-HAND STEEL DISC FRONT WHEELS	98		\$452.00
505-523	MAXION WHEELS 90262 22.5X8.25 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS		72	(\$16.00)
Cab Exterior				
829-057	122 INCH BBC ALUMINUM CONVENTIONAL CAB			STD
653-004	RH CAB DOOR(S) WITH 70 DEGREE DOOR STOP			STD
651-004	LH CAB DOOR(S) WITH 70 DEGREE DOOR STOP			STD
650-008	AIR CAB MOUNTING			STD
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE			STD
754-002	3-1/2 INCH FENDER EXTENSIONS	15		\$181.00
678-003	LH AND RH INTERIOR GRAB HANDLES			(\$23.00)
645-003	BRIGHT FINISH BEZEL WITH STYLIZED TILT HANDLE			STD
646-006	STAINLESS STEEL GRILLE			STD
65X-004	BLACK HOOD MOUNTED AIR INTAKE GRILLE			STD
644-068	FIBERGLASS HOOD WITH REINFORCED FENDERS			STD
652-025	122SD NAMEPLATE			STD
690-010	ENGINE COMPARTMENT PREMIUM NOISE ABATEMENT AND INSULATION			STD
727-1AK	SINGLE 24 INCH ROUND POLISHED ALUMINUM AIR HORN			\$11.00
726-001	SINGLE ELECTRIC HORN			STD
728-001	SINGLE HORN SHIELD			STD
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME			STD
575-001	REAR LICENSE PLATE MOUNT END OF FRAME			STD
312-050	HALOGEN COMPOSITE HEADLAMPS			STD
302-047	LED AERODYNAMIC MARKER LIGHTS			STD
311-001	DAYTIME RUNNING LIGHTS			STD
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS			STD
300-015	STANDARD FRONT TURN SIGNAL LAMPS			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
744-1CA	DUAL BRIGHT FINISH HEATED AERODYNAMIC MIRRORS WITH INTEGRAL CONVEX AND DUAL AXIS LH AND RH REMOTE	20		\$110.00
797-001	DOOR MOUNTED MIRRORS			STD
796-001	102 INCH EQUIPMENT WIDTH			STD
743-209	LH AND RH CONVEX MIRRORS INTEGRAL WITH PRIMARY MIRRORS			(\$22.00)
74A-001	RH DOWN VIEW MIRROR			STD
729-001	STANDARD SIDE/REAR REFLECTORS			STD
677-053	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH STEEL SHIELDING			STD
768-032	20X36 INCH TINTED REAR WINDOW			STD
661-006	TINTED DOOR GLASS			STD
654-011	RH AND LH ELECTRIC POWERED WINDOWS			STD
663-014	2-PIECE TINTED CURVED BONDED WINDSHIELD			STD
659-007	8 LITER WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITHOUT FLUID LEVEL INDICATOR			STD

Cab Interior

707-1BT	OPAL GRAY CHAPARRAL VINYL INTERIOR			STD
70K-001	CLASSIC SLATE GRAY HARD TRIM			STD
706-047	LH DOOR TRIM WITH ADDITIONAL ARCTIC SEAL PACKAGE			STD
708-047	RH DOOR TRIM WITH ADDITIONAL ARCTIC SEAL PACKAGE			STD
772-022	CAB BLACK FLOOR MATS WITH PREMIUM NOISE ABATEMENT AND INSULATION			STD
785-007	DASH MOUNTED ASH TRAY AND LIGHTER, DRIVER SIDE			\$14.00
691-006	FORWARD ROOF MOUNTED CONSOLE WITH DOORS RH AND LH			STD
693-025	LH AND RH DOOR MAP POCKETS			STD
741-019	COAT HOOK(S) IN CAB			STD
742-030	(3) CUP HOLDERS, LH, CENTER AND RH DASH			STD
680-024	AGATE/SLATE GRAY WING DASH			STD
700-014	HEATER, DEFROSTER AND AIR CONDITIONER WITH CONSTANT OUTLET TEMPERATURE CONTROL			STD
701-002	HVAC DUCTING WITH MAIN FRESH AIR FILTER			STD
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH			STD
170-015	STANDARD HEATER PLUMBING			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR			STD
698-001	RADIATOR MOUNTED AIR CONDITIONER CONDENSER			STD
702-002	BINARY CONTROL, R-134A			STD
739-023	CAB PREMIUM NOISE ABATEMENT AND INSULATION			STD
285-003	CIRCUIT FUSES			STD
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM			STD
324-1A4	DOOR ACTIVATED DOME/RED MAP LIGHTS LH AND RH OVERHEAD, COURTESY LIGHTS IN EACH DOOR, UPPER REAR DOME LIGHT AND FOOT WELL LIGHTS LH AND RH WITH DASH SWITCHES			STD
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS			STD
284-045	(2) 12 VOLT POWER RECEPTACLES MOUNTED IN DASH			(\$2.00)
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES	10		\$27.00
756-1DD	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 1 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION AND REAR CUSHION TILT			STD
760-1DC	BASIC HIGH BACK NON SUSPENSION PASSENGER SEAT			STD
758-036	VINYL WITH VINYL INSERT DRIVER SEAT			STD
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT			STD
763-011	3 POINT ADJUSTABLE D-RING RETRACTOR DRIVER AND PASSENGER SEAT BELTS			STD
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN			STD
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL			STD
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS			STD

Instruments & Controls

870-001	BLACK GAUGE BEZELS			STD
732-046	BANDON DRIFTWOOD DRIVER INSTRUMENT PANEL			STD
734-046	BANDON DRIFTWOOD CENTER INSTRUMENT PANEL			STD
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM			STD
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS			STD
721-001	97 DB BACKUP ALARM		3	\$97.00
149-017	ELECTRONIC CRUISE CONTROL WITH SWITCHES ON AUXILIARY GAUGE PANEL (B DASH PANEL)			STD
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY			STD
811-040	ICU4ME DRIVER MESSAGE CENTER WITH GRAPHICAL DISPLAY, WHITE FACE GAUGES, DIAGNOSTICS AND DATA LINKED			STD
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH			STD
844-001	2 INCH ELECTRIC FUEL GAUGE			STD
148-003	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE			N/C
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE			STD
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE			N/C
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER			STD
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY			STD
49B-004	ENHANCED STABILITY CONTROL			STD
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE			STD
679-001	OVERHEAD INSTRUMENT PANEL			STD
746-1B4	AM/FM/WB WORLD TUNER RADIO WITH CD PLAYER, BLUETOOTH, IPOD INTERFACE, USB AND AUXILIARY INPUTS, J1939	10		\$554.00
747-001	DASH MOUNTED RADIO			N/C
750-002	(2) RADIO SPEAKERS IN CAB			N/C
748-006	POWER AND GROUND WIRING PROVISION OVERHEAD			STD
749-001	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION			STD
752-018	MULTI-BAND AM/FM/WB/CB DUAL MIRROR MOUNTED ANTENNA SYSTEM			STD
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER			STD
817-001	STANDARD VEHICLE SPEED SENSOR			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
812-001	ELECTRONIC 3000 RPM TACHOMETER			STD
813-998	NO VEHICLE PERFORMANCE MONITOR	-5		N/C
8D1-998	NO DETROIT CONNECT SERVICES SELECTED			N/C
8Z1-998	NO ZONAR SERVICES SELECTED			STD
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP			STD
482-001	BW TRACTOR PROTECTION VALVE			STD
883-001	TRAILER HAND CONTROL BRAKE VALVE			STD
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY			STD
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY			STD
304-003	MARKER LIGHT/HEADLIGHT SWITCH WITH SEPARATE INTERRUPTER FOR CLEARANCE LIGHTS			STD
882-004	TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR			STD
299-005	GROTE TURN SIGNAL SWITCH WITH DIMMER			STD
298-045	12 BULB 25 AMP HEAVY DUTY ELECTRONIC FLASHER			STD
869-998	NO MISCELLANEOUS GAUGES			STD

Design

065-000	PAINT: ONE SOLID COLOR			STD
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Color

980-5F6	CAB COLOR A: L0006EB WHITE ELITE BC			STD
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT			STD
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			STD
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			STD
964-020	STANDARD BLACK BUMPER PAINT			STD

Certification / Compliance

996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS			STD
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Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

TOTAL VEHICLE SUMMARY

Adjusted List Price



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Adjusted List Price ** \$199,832.00

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	10347 lbs	6801 lbs	17148 lbs
Dealer Installed Options	0 lbs	0 lbs	0 lbs
Total Weight⁺	10347 lbs	6801 lbs	17148 lbs

ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

Other Factory Charges

PMU-017	2016 OBD/2010 EPA/CARB/GHG17 ESCALATOR	\$350.00
RD1-998	NO DETROIT CONNECT SERVICE SELECTED	N/C
RZ1-998	NO ZONAR SERVICE SELECTED	STD
P73-2FT	STANDARD DESTINATION CHARGE	\$2,050.00

Dealer Installed Options

	Weight Front	Weight Rear	Price
DAVIS DAVIS 16' DUMP BODY TO LAREDO SPECIFICATION	0	0	\$16,385.00
Total Dealer Installed Options	0 lbs	0 lbs	\$16,385.00

(+) Weights shown are estimates only.

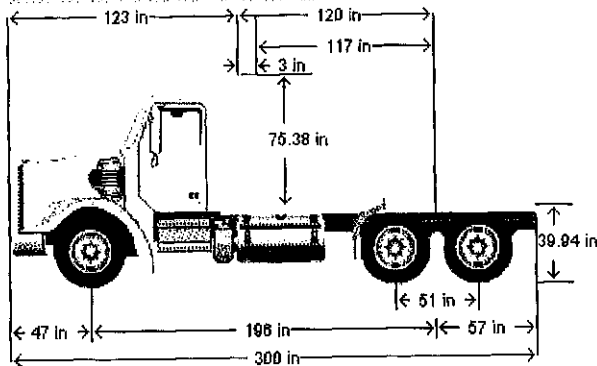
If weight is critical, contact Customer Application Engineering.

(**) Prices shown do not include taxes, fees, etc... "Net Equipment Selling Price" is located on the Quotation Details Proposal Report.

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D I M E N S I O N S



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model	122SBA
Wheelbase (545)	4975MM (196 INCH) WHEELBASE
Rear Frame Overhang (552)	1450MM (57 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577)	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in)	0
Slide Increment (in)	0
Desired Slide Position (in)	0.0
Cab Size (829)	122 INCH BBC ALUMINUM CONVENTIONAL CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016)	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE

TABLE SUMMARY - DIMENSIONS



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Dimensions	Inches
Bumper to Back of Cab (BBC)	123.4
Bumper to Centerline of Front Axle (BA)	47.0
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	119.6
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	116.6
Back of Cab Protrusions (Exhaust/Intake) (CP)	0.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	176.6
Cab Height (CH)	75.4
Wheelbase (WB)	196.0
Frame Overhang (OH)	57.0
Overall Length (OAL)	300.0
Rear Axle Spacing	51.0
Unladen Frame Height at Centerline of Rear Axle	39.9

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



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G V W R

VEHICLE SPECIFICATIONS SUMMARY - GVWR

Model	122SBA
Cab Size (829).....	122 INCH BBC ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs).....	18000.0
Expected Pusher Axle(s) Load (lbs).....	0.0
Expected Rear Axle(s) Load (lbs).....	40000.0
Expected Tag Axle(s) Load (lbs).....	0.0
Expected GVW (lbs).....	58000
Expected GCW (lbs).....	82000.0
Front Axle (400).....	DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE
Front Suspension (620).....	18,000# FLAT LEAF FRONT SUSPENSION
Front Hubs (418).....	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
Front Disc Wheels (502).....	ACCURIDE 29807 22.5X12.25 10-HUB PILOT 4.75 INSET 5-HAND STEEL DISC FRONT WHEELS
Front Tires (093).....	MICHELIN XZY-3 385/65R22.5 18 PLY RADIAL FRONT TIRES
Front Brakes (402).....	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Steering Gear (536).....	TRW TAS-85 POWER STEERING
Rear Axle (420).....	MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE
Rear Suspension (622).....	AIRLINER 40,000# EXTRA DUTY REAR SUSPENSION
Rear Hubs (450).....	CONMET PRESET PLUS PREMIUM IRON REAR HUBS
Rear Disc Wheels (505).....	MAXION WHEELS 90262 22.5X8.25 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS
Rear Tires (094).....	HANKOOK DL11 11R22.5 16 PLY RADIAL REAR TIRES
Rear Brakes (423).....	MERITOR 16.5X8.62 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Pusher / Tag Axle (443).....	NO PUSHER OR TAG AXLE
Pusher / Tag Suspension (626).....	NO PUSHER OR TAG SUSPENSION
Pusher / Tag Hubs (449).....	NO PUSHER OR TAG HUBS
Pusher/Tag Disc Wheels (509).....	NO PUSHER/TAG DISC WHEELS
Pusher / Tag Tires (095).....	NO PUSHER/TAG TIRES
Pusher / Tag Brakes (456).....	NO PUSHER/TAG BRAKES

TABLE SUMMARY - GVWR



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	Front	Rear 1	Rear 2
Axle Component Weight Ratings			
Axles	18000	20000	20000
Suspension	18000	20000	20000
Hubs	23000	26000	26000
Brakes	20000	20000	20000
Wheels	23000	29600	29600
Tires	18740	24020	24020
Power Steering	18000	N/A	N/A
GAWR (per axle)	18000	20000	20000
GAWR (per axle system)	18000		40000
Expected Load (per axle system)	18000		40000
Vehicle GVWR Summary			
Calculated GVWR	58000		
Expected GVWR	58000		
All weights displayed in pounds			

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



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~~3113 Option VA Automated Rear loader Chassis (Optional)~~
Transmission Driven PTO and 58 GPM Hydraulic Pump in lieu of front pump to improve turning radius.

S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-17M	M2 PRL-17M (EFF:11/14/17)		
Data Version			
DRL-004	SPECPRO21 DATA RELEASE VER 004		
Interior Convenience/Driver Retention Package			
055-998	NO INTERIOR CONVENIENCE PACKAGE		
Vehicle Configuration			
001-172	M2 106 CONVENTIONAL CHASSIS	5,759	3,503
004-219	2019 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-002	STRAIGHT TRUCK PROVISION		
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-002	TRUCK CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-001	REFUSE SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-013	MOIST BULK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		



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Data Code	Description	Weight Front	Weight Rear
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 14600.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 44000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 58600.0 lbs		
Truck Service			
AA3-062	REFUSE, SIDE LOAD OR REAR PACKER BODY - DOES NOT UNLOAD IN A LANDFILL		
AF3-118	PAK-MOR		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine			
101-22U	CUM L9 350 HP @ 2000 RPM, 2200 GOV RPM, 1000 LB/FT @ 1400 RPM	640	30
Electronic Parameters			
79A-075	75 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
80G-002	PTO MINIMUM RPM - 700		
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
Engine Equipment			
99C-017	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION		
99D-010	NO 2008 CARB EMISSION CERTIFICATION		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
133-004	ONE PIECE VALVE COVER		
014-1B5	SIDE OF HOOD AIR INTAKE WITH DONALDSON HIGH CAPACITY AIR CLEANER WITH SAFETY ELEMENT, FIREWALL MOUNTED		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		



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Data Code	Description	Weight Front	Weight Rear
292-098	(2) ALLIANCE MODEL 1231, GROUP 31, 12 VOLT MAINTENANCE FREE 2250 CCA THREADED STUD BATTERIES		
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8	
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-076	CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH	20	
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-020	10 FOOT 00 INCH (120 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
23Y-002	DIESEL EXHAUST FLUID PUMP MOUNTED AFT OF DIESEL EXHAUST FLUID TANK		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		



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242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD(S)		
273-018	HORTON DRIVEMASTER ADVANTAGE ON/OFF FAN DRIVE		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
266-013	1100 SQUARE INCH ALUMINUM RADIATOR	20	
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		
Transmission			
342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
Transmission Equipment			
343-312	ALLISON VOCATIONAL PACKAGE 142 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS		
84B-013	ALLISON VOCATIONAL RATING FOR REFUSE APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84E-013	S1 PERFORMANCE PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84F-013	S2 PERFORMANCE 2 SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84G-010	1900 RPM PRIMARY MODE SHIFT SPEED		



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Data Code	Description	Weight Front	Weight Rear
84H-009	1800 RPM SECONDARY MODE SHIFT SPEED		
84L-000	LOAD BASED SHIFT SCHEDULE AND VEHICLE ACCELERATION CONTROL RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED VOCATIONAL USAGE		
84N-000	NEUTRAL AT STOP - DISABLED, FUELSENSE - DISABLED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
84V-998	TCU-DIRECTION CHNG,NOT CONFIGURED		
84M-998	TCU-PUMP MODE OPTION NOT CONFIGURED		
85B-998	TCU-RANGE INDICATION NOT CONFIGURED		
362-035	CUSTOMER INSTALLED CHELSEA 277 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

400-1A8	DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE		
402-049	MERITOR 16.5X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-023	CONMET CAST IRON FRONT BRAKE DRUMS		
409-006	FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
536-012	TRW TAS-85 POWER STEERING	40	
539-003	POWER STEERING PUMP		



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Data Code	Description	Weight Front	Weight Rear
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
533-001	OIL/AIR POWER STEERING COOLER	5	
40T-001	ORGANIC SAE 80/90 FRONT AXLE LUBE		
Front Suspension			
620-003	14,600# FLAT LEAF FRONT SUSPENSION	250	
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION		
62H-998	NO FRONT SUSPENSION SPRING BRACKET OPTIONS		
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-1K7	MT-44-14X 44,000# R-SERIES TANDEM REAR AXLE		2,580
421-586	5.86 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	20	20
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES		
393-998	NO DRIVELINE GUARD		
878-019	(1) INTERAXLE LOCK VALVE FOR TANDEM OR TRIDEM DRIVE AXLES		
87A-001	BLINKING LAMP WITH EACH INTERAXLE LOCK SWITCH, INTERAXLE UNLOCK DEFAULT WITH IGNITION OFF		
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-003	STANDARD BRAKE CHAMBER LOCATION		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
440-006	REAR OIL SEALS		
426-1B3	BENDIX EVERSURE LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS		20
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
41T-001	ORGANIC SAE 80/90 REAR AXLE LUBE		
Rear Suspension			
622-1CP	HENDRICKSON RTE463 @46,000# REAR SUSPENSION		850
621-016	HENDRICKSON RT/RTE - 7.19" SADDLE		



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Data Code	Description	Weight Front	Weight Rear
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
624-011	52 INCH AXLE SPACING		
628-005	STEEL BEAMS AND BRONZE CENTER BUSHINGS WITH BAR PIN ADJUSTABLE END CONNECTIONS		
623-005	FORE/AFT CONTROL RODS		
Brake System			
018-002	AIR BRAKE PACKAGE		
490-100	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-083	WABCO SS-1200 PLUS AIR DRYER WITH INTEGRAL AIR GOVERNOR AND HEATER		
479-015	AIR DRYER FRAME MOUNTED		
460-001	STEEL AIR BRAKE RESERVOIRS		
477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS		
Trailer Connections			
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT		
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT		
30L-998	NO HIGH CURRENT TRAILER/BODY CABLE		
Wheelbase & Frame			
545-577	5775MM (227 INCH) WHEELBASE		
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	270	120
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	170	390
552-030	1600MM (63 INCH) REAR FRAME OVERHANG		
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH		
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 161.45 in		



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Data Code	Description	Weight Front	Weight Rear
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 158.45 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 319.39		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 161.45 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 100.38 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 108.46 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-003	LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12	
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
556-1AN	THREE-PIECE 14 INCH STEEL CENTER BUMPER WITH FLEXIBLE PLASTIC ENDS		
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
489-998	NO TIRE PRESSURE CONTROL/SENSOR		
Fuel Tanks			
204-034	80 GALLON/302 LITER RECTANGULAR ALUMINUM FUEL TANK - LH	40	10
218-005	RECTANGULAR FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-1H3	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR	-5	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		



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Data Code	Description	Weight Front	Weight Rear
Tires			
093-2C7	HANKOOK DL11 11R22.5 16 PLY RADIAL FRONT TIRES	30	
094-2C7	HANKOOK DL11 11R22.5 16 PLY RADIAL REAR TIRES		120
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-523	MAXION WHEELS 90262 22.5X8.25 10-HUB PILOT 6.19 INSET 5-HAND STEEL DISC FRONT WHEELS	18	
505-523	MAXION WHEELS 90262 22.5X8.25 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS		72
50W-998	NO RIM/WHEEL TIRE PRESSURE SENSOR		
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTING		
678-001	LH AND RH GRAB HANDLES		
646-009	PAINTED PLASTIC GRILLE		
65X-001	ARGENT SILVER HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
727-1AH	SINGLE 14 INCH ROUND POLISHED AIR HORN ROOF MOUNTED	4	
726-001	SINGLE ELECTRIC HORN		
728-001	SINGLE HORN SHIELD		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-043	INTEGRAL HEADLIGHT/MARKER ASSEMBLY		
302-047	LED AERODYNAMIC MARKER LIGHTS		
294-042	FREIGHTLINER LED FLANGE MOUNTED STOP/TAIL/TURN LIGHTS WITH SEPARATE INCANDESCENT BACKUP LIGHTS		5
300-015	STANDARD FRONT TURN SIGNAL LAMPS		



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Data Code	Description	Weight Front	Weight Rear
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
74B-080	RH AND LH 8 INCH STAINLESS STEEL FENDER MOUNTED CONVEX MIRRORS WITH TRIPOD BRACKETS	8	
729-001	STANDARD SIDE/REAR REFLECTORS		
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-027	RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S)	4	
663-013	TINTED WINDSHIELD		
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		
Cab Interior			
707-1AM	OPAL GRAY CLOTH INTERIOR		
706-013	MOLDED PLASTIC DOOR PANEL		
708-013	MOLDED PLASTIC DOOR PANEL		
772-006	BLACK MATS WITH SINGLE INSULATION		
785-001	DASH MOUNTED ASH TRAYS AND LIGHTER		
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		
694-010	IN DASH STORAGE BIN		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-006	GRAY/CHARCOAL FLAT DASH		
860-004	SMART SWITCH EXPANSION MODULE		
720-003	5 LB. FIRE EXTINGUISHER	10	
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR		
702-002	BINARY CONTROL, R-134A		



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Data Code	Description	Weight Front	Weight Rear
739-033	STANDARD INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-014	DOME LIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES	10	
756-1J3	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
760-235	2 MAN TOOL BOX MID BACK NON SUSPENSION PASSENGER SEAT	20	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-036	VINYL WITH VINYL INSERT DRIVER SEAT		
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT		
763-101	BLACK SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL		
734-004	GRAY CENTER INSTRUMENT PANEL		
870-001	BLACK GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
721-001	97 DB BACKUP ALARM		3
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		

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Data Code	Description	Weight Front	Weight Rear
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-003	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-051	CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS		
73B-998	NO LANE DEPARTURE WARNING SYSTEM		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
746-1B4	AM/FM/WB WORLD TUNER RADIO WITH CD PLAYER, BLUETOOTH, IPOD INTERFACE, USB AND AUXILIARY INPUTS, J1939	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-998	NO VEHICLE PERFORMANCE MONITOR	-5	
8D1-998	NO DETROIT CONNECT SERVICES SELECTED		
8Z1-998	NO ZONAR SERVICES SELECTED		
162-011	IDLE LIMITER, ELECTRONIC ENGINE		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		
869-998	NO MISCELLANEOUS GAUGES		



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Data Code	Description	Weight Front	Weight Rear
Design			
065-000	PAINT: ONE SOLID COLOR		
Color			
980-5F6	CAB COLOR A: L0006EB WHITE ELITE BC		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
98K-998	NO FUEL TANK CABINET PAINT		
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX		
963-003	STANDARD E COAT/UNDERCOATING		
Certification / Compliance			
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		

Sales Programs
 NO SALES PROGRAMS HAVE BEEN SELECTED

TOTAL VEHICLE SUMMARY

Weight Summary			
	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	7621 lbs	7808 lbs	15429 lbs
Total Weight ⁺	7621 lbs	7808 lbs	15429 lbs

Extended Warranty	
WAI-47W	CUM 2017 L9: HD2 MD DTY 5 YEARS / 150,000 MILES / 241,500 KM EXTENDED WARRANTY. FEX APPLIES
WBB-341	TC4: MD EXTREME 3 YEARS/100,000 MILES / 161,000 KM EXTENDED TRUCK COVERAGE. FEX APPLIES
WAK-121	ALLISON 3000 RDS TRANSMISSION FOR REFUSE EXTENDED WARRANTY, 5 YEARS/UNLIMITED MILEAGE FEX



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WAL-149 AXLE: FRONT/TANDEM REAR MD EXTREME 5 YEAR/100,000
MILE/161,000 KM EXTENDED AXLE COVERAGE.

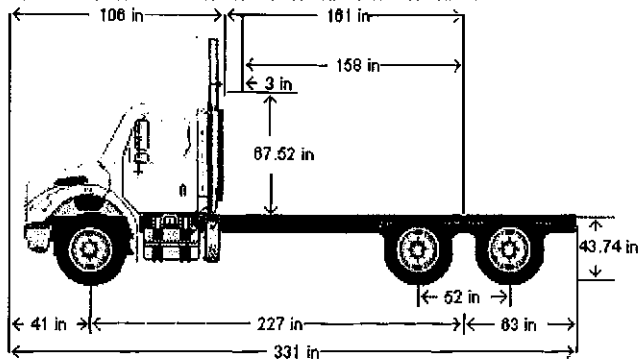
(+) Weights shown are estimates only.
If weight is critical, contact Customer Application Engineering.



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DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model	M2106
Wheelbase (545)	5775MM (227 INCH) WHEELBASE
Rear Frame Overhang (552)	1600MM (63 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577)	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in)	0
Slide Increment (in)	0
Desired Slide Position (in)	0.0
Cab Size (829)	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016)	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

TABLE SUMMARY - DIMENSIONS



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Dimensions	Inches
Bumper to Back of Cab (BBC)	106.3
Bumper to Centerline of Front Axle (BA)	40.7
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	161.4
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	158.4
Back of Cab Protrusions (Exhaust/Intake) (CP)	0.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	224.4
Cab Height (CH)	67.5
Wheelbase (WB)	227.0
Frame Overhang (OH)	63.0
Overall Length (OAL)	330.7
Rear Axle Spacing	52.0
Unladen Frame Height at Centerline of Rear Axle	43.7

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



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G V W R

VEHICLE SPECIFICATIONS SUMMARY - GVWR

Model	M2106
Cab Size (829).....	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs).....	14600.0
Expected Pusher Axle(s) Load (lbs).....	0.0
Expected Rear Axle(s) Load (lbs)	44000.0
Expected Tag Axle(s) Load (lbs).....	0.0
Expected GVW (lbs)	58600
Expected GCW (lbs)	0.0
Front Axle (400).....	DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
Front Suspension (620)	14,600# FLAT LEAF FRONT SUSPENSION
Front Hubs (418)	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
Front Disc Wheels (502)	MAXION WHEELS 90262 22.5X8.25 10-HUB PILOT 6.19 INSET 5-HAND STEEL DISC FRONT WHEELS
Front Tires (093).....	HANKOOK DL11 11R22.5 16 PLY RADIAL FRONT TIRES
Front Brakes (402).....	MERITOR 16.5X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Steering Gear (536).....	TRW TAS-85 POWER STEERING
Rear Axle (420)	MT-44-14X 44,000# R-SERIES TANDEM REAR AXLE
Rear Suspension (622).....	HENDRICKSON RTE463 @46,000# REAR SUSPENSION
Rear Hubs (450)	CONMET PRESET PLUS PREMIUM IRON REAR HUBS
Rear Disc Wheels (505).....	MAXION WHEELS 90262 22.5X8.25 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS
Rear Tires (094)	HANKOOK DL11 11R22.5 16 PLY RADIAL REAR TIRES
Rear Brakes (423)	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Pusher / Tag Axle (443).....	NO PUSHER OR TAG AXLE
Pusher / Tag Suspension (626)	NO PUSHER OR TAG SUSPENSION
Pusher / Tag Hubs (449).....	NO PUSHER OR TAG HUBS
Pusher/Tag Disc Wheels (509)	NO PUSHER/TAG DISC WHEELS
Pusher / Tag Tires (095).....	NO PUSHER/TAG TIRES
Pusher / Tag Brakes (456).....	NO PUSHER/TAG BRAKES

TABLE SUMMARY - GVWR



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	Front	Rear 1	Rear 2
Axle Component Weight Ratings			
Axles	14700	22000	22000
Suspension	14600	23000	23000
Hubs	14700	26000	26000
Brakes	14700	22000	22000
Wheels	14800	29600	29600
Tires	13220	24020	24020
Power Steering	18000	N/A	N/A
GAWR (per axle)	13220	22000	22000
GAWR (per axle system)	13220		44000
Expected Load (per axle system)	14600		44000
Vehicle GVWR Summary			
Calculated GVWR	57220		
Expected GVWR	58600		
All weights displayed in pounds			

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~~Section V/A, Option 2, Automated Rear~~
~~Loader chassis Front mount 5.8 GPM~~
Hydraulic pump

S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-17D	SD PRL-17D (EFF:11/14/17)		
Data Version			
DRL-004	SPECPRO21 DATA RELEASE VER 004		
Interior Convenience/Driver Retention Package			
055-998	NO INTERIOR CONVENIENCE PACKAGE		
Vehicle Configuration			
001-176	108SD CONVENTIONAL CHASSIS	6,829	3,748
004-219	2019 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-002	STRAIGHT TRUCK PROVISION		
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-002	TRUCK CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-001	REFUSE SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-013	MOIST BULK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-1A0	FREIGHTLINER SD VOCATIONAL WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 13220.0 lbs		



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Data Code	Description	Weight Front	Weight Rear
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 44000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 57220.0 lbs		
N A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 0.0 lbs		
Truck Service			
AA3-062	REFUSE, SIDE LOAD OR REAR PACKER BODY - DOES NOT UNLOAD IN A LANDFILL		
A88-99D	EXPECTED TRUCK BODY LENGTH : 0.0 ft		
AF3-118	PAK-MOR		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine			
101-22U	CUM L9 350 HP @ 2000 RPM, 2200 GOV RPM, 1000 LB/FT @ 1400 RPM		
Electronic Parameters			
79A-075	75 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
80G-002	PTO MINIMUM RPM - 700		
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
Engine Equipment			
99C-017	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION		
99D-010	NO 2008 CARB EMISSION CERTIFICATION		
PMT-998	NO 2013 ENGINE ESCALATOR		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
014-1B5	SIDE OF HOOD AIR INTAKE WITH DONALDSON HIGH CAPACITY AIR CLEANER WITH SAFETY ELEMENT, FIREWALL MOUNTED		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		



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Data Code	Description	Weight Front	Weight Rear
292-098	(2) ALLIANCE MODEL 1231, GROUP 31, 12 VOLT MAINTENANCE FREE 2250 CCA THREADED STUD BATTERIES		
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8	
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-076	CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH	20	
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-026	10 FOOT 06 INCH (126 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK	-35	-10
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
23Y-002	DIESEL EXHAUST FLUID PUMP MOUNTED AFT OF DIESEL EXHAUST FLUID TANK		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD(S)		
273-018	HORTON DRIVEMASTER ADVANTAGE ON/OFF FAN DRIVE		



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Data Code	Description	Weight Front	Weight Rear
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
266-028	1200 SQUARE INCH ALUMINUM RADIATOR		
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
360-013	1350 ADAPTER FLANGE FOR FRONT PTO PROVISION	20	
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		
Transmission			
342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION		
Transmission Equipment			
343-312	ALLISON VOCATIONAL PACKAGE 142 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS		
84B-013	ALLISON VOCATIONAL RATING FOR REFUSE APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84E-013	S1 PREFORMANCE PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84F-013	S2 PERFORMANCE 2 SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84G-010	1900 RPM PRIMARY MODE SHIFT SPEED		
84H-009	1800 RPM SECONDARY MODE SHIFT SPEED		
84L-010	DISABLE - LOAD BASED SHIFT SCHEDULE, DISABLE - VEHICLE ACCELERATION CONTROL		



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Data Code	Description	Weight Front	Weight Rear
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
362-035	CUSTOMER INSTALLED CHELSEA 277 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

400-1A7	DETROIT DA-F-13.3-3 13,300# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE		
402-020	MERITOR 15X4 Q+ CAM FRONT BRAKES		
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-023	CONMET CAST IRON FRONT BRAKE DRUMS		
409-006	FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
406-001	STANDARD KING PIN BUSHINGS		
536-050	TRW THP-60 POWER STEERING		
539-003	POWER STEERING PUMP		
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
40T-001	ORGANIC SAE 80/90 FRONT AXLE LUBE		

Front Suspension

620-003	14,600# FLAT LEAF FRONT SUSPENSION	250	
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION		
62H-998	NO FRONT SUSPENSION SPRING BRACKET OPTIONS		



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Data Code	Description	Weight Front	Weight Rear
410-998	NO FRONT SHOCK ABSORBERS	-30	
Rear Axle and Equipment			
420-1K7	MT-44-14X 44,000# R-SERIES TANDEM REAR AXLE		2,580
421-586	5.86 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	40	40
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES		
878-019	(1) INTERAXLE LOCK VALVE FOR TANDEM OR TRIDEM DRIVE AXLES		
87A-001	BLINKING LAMP WITH EACH INTERAXLE LOCK SWITCH, INTERAXLE UNLOCK DEFAULT WITH IGNITION OFF		
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-003	STANDARD BRAKE CHAMBER LOCATION		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
440-006	REAR OIL SEALS		
426-1B3	BENDIX EVERSURE LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS		20
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
41T-001	ORGANIC SAE 80/90 REAR AXLE LUBE		
42T-001	STANDARD REAR AXLE BREATHER(S)		
Rear Suspension			
622-1CP	HENDRICKSON RTE463 @46,000# REAR SUSPENSION		850
621-016	HENDRICKSON RT/RTE - 7.19" SADDLE		
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
624-011	52 INCH AXLE SPACING		
628-005	STEEL BEAMS AND BRONZE CENTER BUSHINGS WITH BAR PIN ADJUSTABLE END CONNECTIONS		
623-005	FORE/AFT CONTROL RODS		
Brake System			
490-100	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL		



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Data Code	Description	Weight Front	Weight Rear
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-083	WABCO SS-1200 PLUS AIR DRYER WITH INTEGRAL AIR GOVERNOR AND HEATER		
479-015	AIR DRYER FRAME MOUNTED		
460-001	STEEL AIR BRAKE RESERVOIRS		
477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS		
Trailer Connections			
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT		
Wheelbase & Frame			
545-577	5775MM (227 INCH) WHEELBASE		
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	440	-40
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	210	400
552-030	1600MM (63 INCH) REAR FRAME OVERHANG		
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH		
549-016	24 INCH INTEGRAL FRONT FRAME EXTENSION WITH 0.25 INCH INSERT	325	-50
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 161.45 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 158.45 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 355.16		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 161.45 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 75.48 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 139.44 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-003	LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12	



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Data Code	Description	Weight Front	Weight Rear
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
556-1E5	14 INCH PAINTED STEEL BUMPER		
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
489-998	NO TIRE PRESSURE CONTROL/SENSOR		
Fuel Tanks			
204-034	80 GALLON/302 LITER RECTANGULAR ALUMINUM FUEL TANK - LH	25	
218-005	RECTANGULAR FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-1H3	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR	-5	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
* 093-2C7	HANKOOK DL11 11R22.5 16 PLY RADIAL FRONT TIRES	30	
* 094-2C7	HANKOOK DL11 11R22.5 16 PLY RADIAL REAR TIRES		112
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 6.18 INSET 2-HAND HD STEEL DISC FRONT WHEELS	26	
505-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		104



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 Phone:

Data Code	Description	Weight Front	Weight Rear
50W-998	NO RIM/WHEEL TIRE PRESSURE SENSOR		
Cab Exterior			
829-1A5	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTING		
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
667-004	FRONT FENDERS SET-BACK AXLE		
678-001	LH AND RH GRAB HANDLES		
646-041	STATIONARY BLACK GRILLE		
65X-004	BLACK HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
727-1AH	SINGLE 14 INCH ROUND POLISHED AIR HORN ROOF MOUNTED		
726-001	SINGLE ELECTRIC HORN		
728-001	SINGLE HORN SHIELD		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-068	HALOGEN COMPOSITE HEADLAMPS WITH BLACK BEZELS		
302-047	LED AERODYNAMIC MARKER LIGHTS		
294-042	FREIGHTLINER LED FLANGE MOUNTED STOP/TAIL/TURN LIGHTS WITH SEPARATE INCANDESCENT BACKUP LIGHTS		5
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
74B-080	RH AND LH 8 INCH STAINLESS STEEL FENDER MOUNTED CONVEX MIRRORS WITH TRIPOD BRACKETS	8	
729-001	STANDARD SIDE/REAR REFLECTORS		
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-027	RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S)	4	



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Data Code	Description	Weight Front	Weight Rear
663-013	TINTED WINDSHIELD		
659-006	8 LITER WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITH FLUID LEVEL INDICATOR		
Cab Interior			
707-1AK	OPAL GRAY VINYL INTERIOR		
706-013	MOLDED PLASTIC DOOR PANEL		
708-013	MOLDED PLASTIC DOOR PANEL		
772-006	BLACK MATS WITH SINGLE INSULATION		
785-001	DASH MOUNTED ASH TRAYS AND LIGHTER		
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		
694-010	IN DASH STORAGE BIN		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-006	GRAY/CHARCOAL FLAT DASH		
860-004	SMART SWITCH EXPANSION MODULE		
720-003	5 LB. FIRE EXTINGUISHER	10	
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-033	STANDARD INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-014	DOMELIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
284-023	(1) 12 VOLT POWER SUPPLY IN DASH		
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES	10	
756-1J3	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
760-235	2 MAN TOOL BOX MID BACK NON SUSPENSION PASSENGER SEAT	20	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-036	VINYL WITH VINYL INSERT DRIVER SEAT		



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Data Code	Description	Weight Front	Weight Rear
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT		
763-101	BLACK SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		
Instruments & Controls			
732-004	GRAY DRIVER INSTRUMENT PANEL		
734-004	GRAY CENTER INSTRUMENT PANEL		
870-001	BLACK GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
721-001	97 DB BACKUP ALARM		3
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-003	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-051	CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
78A-998	NO POSITION/COMMUNICATION ACCESSORY		
746-1B4	AM/FM/WB WORLD TUNER RADIO WITH CD PLAYER, BLUETOOTH, IPOD INTERFACE, USB AND AUXILIARY INPUTS, J1939	10	



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Data Code	Description	Weight Front	Weight Rear
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
8D1-998	NO DETROIT CONNECT SERVICES SELECTED		
8Z1-998	NO ZONAR SERVICES SELECTED		
162-011	IDLE LIMITER, ELECTRONIC ENGINE		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		

Design

065-000 PAINT: ONE SOLID COLOR

Color

980-5F6 CAB COLOR A: L0006EB WHITE ELITE BC
 986-020 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
 98K-998 NO FUEL TANK CABINET PAINT
 962-972 POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
 966-972 POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
 964-6Z7 BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX
 963-003 STANDARD E COAT/UNDERCOATING

Certification / Compliance



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Data Code	Description	Weight Front	Weight Rear
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
Secondary Factory Options			
82N-998	NO SHIPPING PROTECTION		
* 999-062	DEALER/CUSTOMER ADVISED AND ACCEPTS BUMPER SHOULD BE REMOVED PRIOR TO RECOVERING/TOWING THE VEHICLE PER FRACAS:11687		

Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	8290 lbs	7787 lbs	16077 lbs
Total Weight⁺	8290 lbs	7787 lbs	16077 lbs

Extended Warranty

- WAI-47W CUM 2017 L9: HD2 MD DTY 5 YEARS / 150,000 MILES / 241,500 KM EXTENDED WARRANTY. FEX APPLIES
- WBB-341 TC4: MD EXTREME 3 YEARS/100,000 MILES / 161,000 KM EXTENDED TRUCK COVERAGE. FEX APPLIES
- WAK-121 ALLISON 3000 RDS TRANSMISSION FOR REFUSE EXTENDED WARRANTY, 5 YEARS/UNLIMITED MILEAGE FEX
- WAL-149 AXLE: FRONT/TANDEM REAR MD EXTREME 5 YEAR/100,000 MILE/161,000 KM EXTENDED AXLE COVERAGE.

(+) Weights shown are estimates only.
 If weight is critical, contact Customer Application Engineering.



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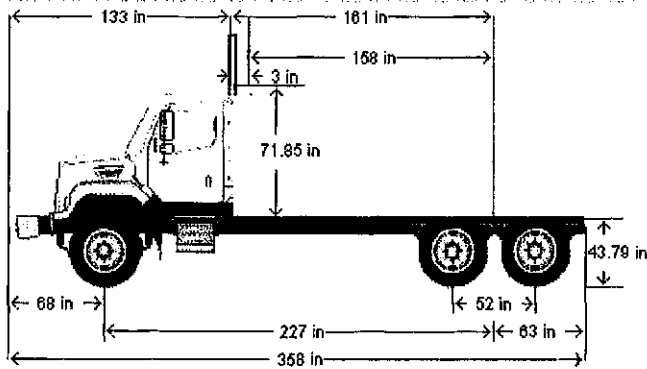
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DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Wheelbase (545)	5775MM (227 INCH) WHEELBASE
Rear Frame Overhang (552)	1600MM (63 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577)	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in)	0
Slide Increment (in)	0
Desired Slide Position (in)	0.0
Cab Size (829)	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016)	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

TABLE SUMMARY - DIMENSIONS



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Dimensions	Inches
Bumper to Back of Cab (BBC)	133.3
Bumper to Centerline of Front Axle (BA)	67.7
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	161.4
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	158.4
Back of Cab Protrusions (Exhaust/Intake) (CP)	0.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	224.4
Cab Height (CH)	71.9
Wheelbase (WB)	227.0
Frame Overhang (OH)	63.0
Overall Length (OAL)	357.7
Rear Axle Spacing	52.0
Unladen Frame Height at Centerline of Rear Axle	43.8

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



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G V W R

VEHICLE SPECIFICATIONS SUMMARY - GVWR

Cab Size (829).....	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs).....	13220.0
Expected Pusher Axle(s) Load (lbs).....	0.0
Expected Rear Axle(s) Load (lbs).....	44000.0
Expected Tag Axle(s) Load (lbs).....	0.0
Expected GVW (lbs).....	57220
Expected GCW (lbs).....	0.0
Front Axle (400).....	DETROIT DA-F-13.3-3 13,300# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
Front Suspension (620).....	14,600# FLAT LEAF FRONT SUSPENSION
Front Hubs (418).....	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
Front Disc Wheels (502).....	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 6.18 INSET 2-HAND HD STEEL DISC FRONT WHEELS
Front Tires (093).....	BF GOODRICH ST576 11R22.5 16 PLY RADIAL FRONT TIRES
Front Brakes (402).....	MERITOR 15X4 Q+ CAM FRONT BRAKES
Steering Gear (536).....	TRW THP-60 POWER STEERING
Rear Axle (420).....	MT-44-14X 44,000# R-SERIES TANDEM REAR AXLE
Rear Suspension (622).....	HENDRICKSON RTE463 @46,000# REAR SUSPENSION
Rear Hubs (450).....	CONMET PRESET PLUS PREMIUM IRON REAR HUBS
Rear Disc Wheels (505).....	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS
Rear Tires (094).....	CONTINENTAL HDL2 11R22.5 16 PLY RADIAL REAR TIRES
Rear Brakes (423).....	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Pusher / Tag Axle (443).....	NO PUSHER OR TAG AXLE
Pusher / Tag Suspension (626).....	NO PUSHER OR TAG SUSPENSION
Pusher / Tag Hubs (449).....	NO PUSHER OR TAG HUBS
Pusher/Tag Disc Wheels (509).....	NO PUSHER/TAG DISC WHEELS
Pusher / Tag Tires (095).....	NO PUSHER/TAG TIRES
Pusher / Tag Brakes (456).....	NO PUSHER/TAG BRAKES

TABLE SUMMARY - GVWR



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	Front	Rear 1	Rear 2
Axle Component Weight Ratings			
Axles	13300	22000	22000
Suspension	14600	23000	23000
Hubs	14000	26000	26000
Brakes	13300	22000	22000
Wheels	16000	32000	32000
Tires	13220	24020	24020
Power Steering	13300	N/A	N/A
GAWR (per axle)	13220	22000	22000
GAWR (per axle system)	13220		44000
Expected Load (per axle system)	13220		44000
Vehicle GVWR Summary			
Calculated GVWR	57220		
Expected GVWR	57220		
All weights displayed in pounds			

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



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Section VII A - Optional Grapple dump truck chassis

SPECIFICATION PROPOSAL

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-17M	M2 PRL-17M (EFF:11/14/17)		
Data Version			
DRL-004	SPECPRO21 DATA RELEASE VER 004		
Interior Convenience/Driver Retention Package			
055-998	NO INTERIOR CONVENIENCE PACKAGE		
Vehicle Configuration			
001-172	M2 106 CONVENTIONAL CHASSIS	5,759	3,503
004-219	2019 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-002	STRAIGHT TRUCK PROVISION		
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-002	TRUCK CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-011	CONSTRUCTION SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-013	MOIST BULK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 18000.0 lbs		



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Data Code	Description	Weight Front	Weight Rear
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 46000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 64000.0 lbs		
Truck Service			
AA3-004	END DUMP BODY		
AF4-99D	EXPECTED EMPTY BODY WEIGHT : 12500.0 lbs		
A88-99D	EXPECTED TRUCK BODY LENGTH : 26.0 ft		
AF3-118	PAK-MOR		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine			
101-22T	CUM L9 350 HP @ 2000 RPM, 2200 GOV RPM, 1150 LB/FT @ 1400 RPM	640	30
Electronic Parameters			
79A-062	62 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
80G-002	PTO MINIMUM RPM - 700		
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
Engine Equipment			
99C-017	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION		
99D-010	NO 2008 CARB EMISSION CERTIFICATION		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
133-004	ONE PIECE VALVE COVER		
014-1B5	SIDE OF HOOD AIR INTAKE WITH DONALDSON HIGH CAPACITY AIR CLEANER WITH SAFETY ELEMENT, FIREWALL MOUNTED		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		



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Data Code	Description	Weight Front	Weight Rear
292-098	(2) ALLIANCE MODEL 1231, GROUP 31, 12 VOLT MAINTENANCE FREE 2250 CCA THREADED STUD BATTERIES		
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8	
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-076	CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH	20	
016-1DC	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE EXITING FORWARD OF REAR TIRES	10	5
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-001	STANDARD EXHAUST SYSTEM LENGTH		
237-022	RH HORIZONTAL TAILPIPE, EXIT FORWARD OF REAR TIRES AT 90 DEGREES	20	20
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
23Y-002	DIESEL EXHAUST FLUID PUMP MOUNTED AFT OF DIESEL EXHAUST FLUID TANK		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
273-018	HORTON DRIVEMASTER ADVANTAGE ON/OFF FAN DRIVE		



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Data Code	Description	Weight Front	Weight Rear
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
266-013	1100 SQUARE INCH ALUMINUM RADIATOR	20	
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		
Transmission			
342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
Transmission Equipment			
343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV		
84B-002	ALLISON VOCATIONAL RATING FOR CONCRETE MIXER APPLICATIONS ONLY AVAILABLE WITH 3000 PRODUCT FAMILIES		
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84E-013	S1 PERFORMANCE PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84F-013	S2 PERFORMANCE 2 SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84G-010	1900 RPM PRIMARY MODE SHIFT SPEED		
84H-009	1800 RPM SECONDARY MODE SHIFT SPEED		



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 Laredo, TX 78042
 Phone: 956-790-1800

Prepared by:
 Mike Crockett
 DOGGETT FREIGHTLINER OF
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 8700 IH10 East
 CONVERSE, TX 78109
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Data Code	Description	Weight Front	Weight Rear
84L-000	LOAD BASED SHIFT SCHEDULE AND VEHICLE ACCELERATION CONTROL RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED VOCATIONAL USAGE		
84N-000	NEUTRAL AT STOP - DISABLED, FUELSENSE - DISABLED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
84V-998	TCU-DIRECTION CHNG,NOT CONFIGURED		
84M-998	TCU-PUMP MODE OPTION NOT CONFIGURED		
85B-998	TCU-RANGE INDICATION NOT CONFIGURED		
362-035	CUSTOMER INSTALLED CHELSEA 277 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

400-18B	DETROIT DA-F-20,0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	210	
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10	
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-023	CONMET CAST IRON FRONT BRAKE DRUMS		
409-006	FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	130	
539-003	POWER STEERING PUMP		



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534-003	4 QUART POWER STEERING RESERVOIR	5	
533-001	OIL/AIR POWER STEERING COOLER		
40T-001	ORGANIC SAE 80/90 FRONT AXLE LUBE		
Front Suspension			
620-006	20,000# FLAT LEAF FRONT SUSPENSION	310	
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION		
62H-998	NO FRONT SUSPENSION SPRING BRACKET OPTIONS		
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-103	RT-46-160 46,000# R-SERIES TANDEM REAR AXLE		2,960
421-563	5.63 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	40	40
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES		
393-998	NO DRIVELINE GUARD		
878-019	(1) INTERAXLE LOCK VALVE FOR TANDEM OR TRIDEM DRIVE AXLES		
87A-001	BLINKING LAMP WITH EACH INTERAXLE LOCK SWITCH, INTERAXLE UNLOCK DEFAULT WITH IGNITION OFF		
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-019	ASPHALT SPREADER CLEARANCE REAR BRAKE GEOMETRY		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
440-006	REAR OIL SEALS		
426-1B3	BENDIX EVERSURE LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS		20
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
41T-001	ORGANIC SAE 80/90 REAR AXLE LUBE		
Rear Suspension			
622-1CP	HENDRICKSON RTE463 @46,000# REAR SUSPENSION		850
621-016	HENDRICKSON RT/RTE - 7.19" SADDLE		



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Data Code	Description	Weight Front	Weight Rear
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
624-011	52 INCH AXLE SPACING		
628-005	STEEL BEAMS AND BRONZE CENTER BUSHINGS WITH BAR PIN ADJUSTABLE END CONNECTIONS		
623-005	FORE/AFT CONTROL RODS		
Brake System			
018-002	AIR BRAKE PACKAGE		
490-100	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-083	WABCO SS-1200 PLUS AIR DRYER WITH INTEGRAL AIR GOVERNOR AND HEATER		
479-015	AIR DRYER FRAME MOUNTED		
460-001	STEEL AIR BRAKE RESERVOIRS		
477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS		
Trailer Connections			
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT		
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT		
30L-998	NO HIGH CURRENT TRAILER/BODY CABLE		
Wheelbase & Frame			
545-670	6700MM (264 INCH) WHEELBASE		
546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	560	330
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	220	450
552-039	1825MM (72 INCH) REAR FRAME OVERHANG		
55W-007	FRAME OVERHANG RANGE: 71 INCH TO 80 INCH	-30	130
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 198.45 in		



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Data Code	Description	Weight Front	Weight Rear
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 195.45 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 365.39		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 198.45 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 165.19 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 109.3 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-003	LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12	
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
556-1AN	THREE-PIECE 14 INCH STEEL CENTER BUMPER WITH FLEXIBLE PLASTIC ENDS		
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
489-998	NO TIRE PRESSURE CONTROL/SENSOR		
Fuel Tanks			
206-192	50 GALLON/189 LITER RECTANGULAR ALUMINUM FUEL TANK - RH	80	20
204-215	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20	
218-005	RECTANGULAR FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-014	LH FUEL TANK MOUNTED FORWARD, RH FUEL TANK MOUNTED AFT	-35	35
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-1H7	DAVCO 245 FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR	5	
216-020	EQUIFLO INBOARD FUEL SYSTEM		



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Data Code	Description	Weight Front	Weight Rear
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-2CC	MICHELIN XZU-S2 315/80R22.5 20 PLY RADIAL FRONT TIRES	100	
094-1RK	MICHELIN X WORKS Z 11R22.5 16 PLY RADIAL REAR TIRES		168
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-433	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66	
505-545	MAXION WHEELS 90260 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		160
50W-998	NO RIM/WHEEL TIRE PRESSURE SENSOR		
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTING		
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
678-001	LH AND RH GRAB HANDLES		
646-009	PAINTED PLASTIC GRILLE		
65X-001	ARGENT SILVER HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
727-1AH	SINGLE 14 INCH ROUND POLISHED AIR HORN ROOF MOUNTED	4	
726-001	SINGLE ELECTRIC HORN		
728-001	SINGLE HORN SHIELD		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-043	INTEGRAL HEADLIGHT/MARKER ASSEMBLY		
302-047	LED AERODYNAMIC MARKER LIGHTS		



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Data Code	Description	Weight Front	Weight Rear
294-042	FREIGHTLINER LED FLANGE MOUNTED STOP/TAIL/TURN LIGHTS WITH SEPARATE INCANDESCENT BACKUP LIGHTS		5
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
74B-080	RH AND LH 8 INCH STAINLESS STEEL FENDER MOUNTED CONVEX MIRRORS WITH TRIPOD BRACKETS	8	
729-001	STANDARD SIDE/REAR REFLECTORS		
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-027	RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S)	4	
663-013	TINTED WINDSHIELD		
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		
Cab Interior			
707-1AK	OPAL GRAY VINYL INTERIOR		
706-013	MOLDED PLASTIC DOOR PANEL		
708-013	MOLDED PLASTIC DOOR PANEL		
772-006	BLACK MATS WITH SINGLE INSULATION		
785-001	DASH MOUNTED ASH TRAYS AND LIGHTER		
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		
694-010	IN DASH STORAGE BIN		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-006	GRAY/CHARCOAL FLAT DASH		
860-004	SMART SWITCH EXPANSION MODULE		
720-003	5 LB. FIRE EXTINGUISHER	10	
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		



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Data Code	Description	Weight Front	Weight Rear
170-015	STANDARD HEATER PLUMBING		
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-033	STANDARD INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-014	DOME LIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
284-023	(1) 12 VOLT POWER SUPPLY IN DASH		
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES	10	
756-1J3	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
760-235	2 MAN TOOL BOX MID BACK NON SUSPENSION PASSENGER SEAT	20	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-036	VINYL WITH VINYL INSERT DRIVER SEAT		
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT		
763-101	BLACK SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL		
734-004	GRAY CENTER INSTRUMENT PANEL		
870-001	BLACK GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
721-001	97 DB BACKUP ALARM		3
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		



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Data Code	Description	Weight Front	Weight Rear
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-003	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-051	CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS		
73B-998	NO LANE DEPARTURE WARNING SYSTEM		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
78A-998	NO POSITION/COMMUNICATION ACCESSORY		
746-1B4	AM/FM/WB WORLD TUNER RADIO WITH CD PLAYER, BLUETOOTH, IPOD INTERFACE, USB AND AUXILIARY INPUTS, J1939	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-998	NO VEHICLE PERFORMANCE MONITOR	-5	
8D1-998	NO DETROIT CONNECT SERVICES SELECTED		
8Z1-998	NO ZONAR SERVICES SELECTED		
162-011	IDLE LIMITER, ELECTRONIC ENGINE		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		



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Data Code	Description	Weight Front	Weight Rear
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		
869-998	NO MISCELLANEOUS GAUGES		
Design			
065-000	PAINT: ONE SOLID COLOR		
Color			
980-5F6	CAB COLOR A: L0006EB WHITE ELITE BC		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
98K-998	NO FUEL TANK CABINET PAINT		
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
964-627	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX		
963-003	STANDARD E COAT/UNDERCOATING		
Certification / Compliance			
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
Sales Programs			
NO SALES PROGRAMS HAVE BEEN SELECTED			

TOTAL VEHICLE SUMMARY

Weight Summary			
	Weight Front	Weight Rear	Total Weight
Factory Weight [†]	8474 lbs	8789 lbs	17263 lbs
Total Weight [†]	8474 lbs	8789 lbs	17263 lbs



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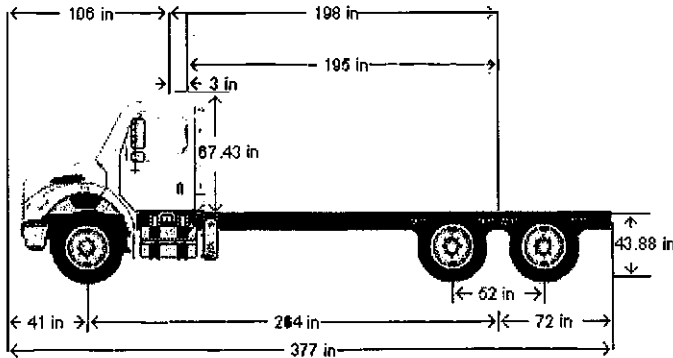
(+) Weights shown are estimates only.
If weight is critical, contact Customer Application Engineering.



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D I M E N S I O N S



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model	M2106
Wheelbase (545)	6700MM (264 INCH) WHEELBASE
Rear Frame Overhang (552)	1825MM (72 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577)	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in)	0
Slide Increment (in)	0
Desired Slide Position (in)	0.0
Cab Size (829)	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPER/CAB
Exhaust System (016)	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE EXITING FORWARD OF REAR TIRES

TABLE SUMMARY - DIMENSIONS



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Dimensions	Inches
Bumper to Back of Cab (BBC)	106.3
Bumper to Centerline of Front Axle (BA)	40.7
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	198.4
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	195.4
Back of Cab Protrusions (Exhaust/Intake) (CP)	0.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	270.4
Cab Height (CH)	67.4
Wheelbase (WB)	264.0
Frame Overhang (OH)	72.0
Overall Length (OAL)	376.7
Rear Axle Spacing	52.0
Unladen Frame Height at Centerline of Rear Axle	43.9

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



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G V W R

VEHICLE SPECIFICATIONS SUMMARY - GVWR

Model	M2106
Cab Size (829).....	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs).....	18000.0
Expected Pusher Axle(s) Load (lbs).....	0.0
Expected Rear Axle(s) Load (lbs)	46000.0
Expected Tag Axle(s) Load (lbs).....	0.0
Expected GVW (lbs)	64000
Expected GCW (lbs).....	0.0
Front Axle (400).....	DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE
Front Suspension (620)	20,000# FLAT LEAF FRONT SUSPENSION
Front Hubs (418)	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
Front Disc Wheels (502)	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS
Front Tires (093)	MICHELIN XZU-S2 315/80R22.5 20 PLY RADIAL FRONT TIRES
Front Brakes (402).....	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Steering Gear (536).....	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR
Rear Axle (420)	RT-46-160 46,000# R-SERIES TANDEM REAR AXLE
Rear Suspension (622).....	HENDRICKSON RTE463 @46,000# REAR SUSPENSION
Rear Hubs (450)	CONMET PRESET PLUS PREMIUM IRON REAR HUBS
Rear Disc Wheels (505).....	MAXION WHEELS 90260 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS
Rear Tires (094)	MICHELIN X WORKS Z 11R22.5 16 PLY RADIAL REAR TIRES
Rear Brakes (423)	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Pusher / Tag Axle (443).....	NO PUSHER OR TAG AXLE
Pusher / Tag Suspension (626)	NO PUSHER OR TAG SUSPENSION
Pusher / Tag Hubs (449).....	NO PUSHER OR TAG HUBS
Pusher/Tag Disc Wheels (509)	NO PUSHER/TAG DISC WHEELS
Pusher / Tag Tires (095).....	NO PUSHER/TAG TIRES
Pusher / Tag Brakes (456).....	NO PUSHER/TAG BRAKES

TABLE SUMMARY - GVWR



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	Front	Rear 1	Rear 2
Axle Component Weight Ratings			
Axles	20000	23000	23000
Suspension	20000	23000	23000
Hubs	23000	26000	26000
Brakes	20000	24999	24999
Wheels	20000	31200	31200
Tires	20000	24020	24020
Power Steering	22000	N/A	N/A
GAWR (per axle)	20000	23000	23000
GAWR (per axle system)	20000		46000
Expected Load (per axle system)	18000		46000
Vehicle GVWR Summary			
Calculated GVWR	66000		
Expected GVWR	64000		
All weights displayed in pounds			

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



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**Section VIIA Option 2 Grapple 108SD
 Truck chassis**

SPECIFICATION PROPOSAL

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-17D	SD PRL-17D (EFF:11/14/17)		
Data Version			
DRL-004	SPECPRO21 DATA RELEASE VER 004		
Interior Convenience/Driver Retention Package			
055-998	NO INTERIOR CONVENIENCE PACKAGE		
Vehicle Configuration			
001-176	108SD CONVENTIONAL CHASSIS	6,829	3,748
004-219	2019 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-002	STRAIGHT TRUCK PROVISION		
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-002	TRUCK CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-011	CONSTRUCTION SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-013	MOIST BULK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-1A0	FREIGHTLINER SD VOCATIONAL WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 18000.0 lbs		



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Data Code	Description	Weight Front	Weight Rear
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 46000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 64000.0 lbs		
Truck Service			
AA3-004	END DUMP BODY		
AF4-99D	EXPECTED EMPTY BODY WEIGHT : 12500.0 lbs		
A88-99D	EXPECTED TRUCK BODY LENGTH : 26.0 ft		
AF3-118	PAK-MOR		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine			
101-22V	CUM L9 370 HP @ 2000 RPM, 2100 GOV RPM, 1250 LB/FT @ 1400 RPM		
Electronic Parameters			
79A-062	62 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
80G-002	PTO MINIMUM RPM - 700		
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
Engine Equipment			
99C-017	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION		
99D-010	NO 2008 CARB EMISSION CERTIFICATION		
PMT-998	NO 2013 ENGINE ESCALATOR		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
014-1B5	SIDE OF HOOD AIR INTAKE WITH DONALDSON HIGH CAPACITY AIR CLEANER WITH SAFETY ELEMENT, FIREWALL MOUNTED		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		



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Data Code	Description	Weight Front	Weight Rear
292-098	(2) ALLIANCE MODEL 1231, GROUP 31, 12 VOLT MAINTENANCE FREE 2250 CCA THREADED STUD BATTERIES		
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8	
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-076	CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH	20	
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-020	10 FOOT 00 INCH (120 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK	-35	-10
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
23Y-002	DIESEL EXHAUST FLUID PUMP MOUNTED AFT OF DIESEL EXHAUST FLUID TANK		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD(S)		
273-018	HORTON DRIVEMASTER ADVANTAGE ON/OFF FAN DRIVE		



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Data Code	Description	Weight Front	Weight Rear
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
266-028	1200 SQUARE INCH ALUMINUM RADIATOR		
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		
Transmission			
342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION		
Transmission Equipment			
343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV		
84B-002	ALLISON VOCATIONAL RATING FOR CONCRETE MIXER APPLICATIONS ONLY AVAILABLE WITH 3000 PRODUCT FAMILIES		
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84E-013	S1 PERFORMANCE PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84F-013	S2 PERFORMANCE 2 SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84G-010	1900 RPM PRIMARY MODE SHIFT SPEED		
84H-009	1800 RPM SECONDARY MODE SHIFT SPEED		
84L-000	LOAD BASED SHIFT SCHEDULE AND VEHICLE ACCELERATION CONTROL RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED VOCATIONAL USAGE		



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Data Code	Description	Weight Front	Weight Rear
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
362-035	CUSTOMER INSTALLED CHELSEA 277 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

400-1BA	DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	210	
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10	
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-023	CONMET CAST IRON FRONT BRAKE DRUMS		
409-006	FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
406-001	STANDARD KING PIN BUSHINGS		
536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	130	
539-003	POWER STEERING PUMP		
534-003	4 QUART POWER STEERING RESERVOIR		
533-001	OIL/AIR POWER STEERING COOLER		
40T-001	ORGANIC SAE 80/90 FRONT AXLE LUBE		

Front Suspension

620-006	20,000# FLAT LEAF FRONT SUSPENSION	310	
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION		



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Data Code	Description	Weight Front	Weight Rear
62H-998	NO FRONT SUSPENSION SPRING BRACKET OPTIONS		
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-103	RT-46-160 46,000# R-SERIES TANDEM REAR AXLE		2,960
421-563	5.63 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	60	60
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES		
878-019	(1) INTERAXLE LOCK VALVE FOR TANDEM OR TRIDEM DRIVE AXLES		
87A-001	BLINKING LAMP WITH EACH INTERAXLE LOCK SWITCH, INTERAXLE UNLOCK DEFAULT WITH IGNITION OFF		
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-019	ASPHALT SPREADER CLEARANCE REAR BRAKE GEOMETRY		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
440-006	REAR OIL SEALS		
426-1B3	BENDIX EVERSURE LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS		20
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
41T-001	ORGANIC SAE 80/90 REAR AXLE LUBE		
42T-001	STANDARD REAR AXLE BREATHER(S)		
Rear Suspension			
622-1CP	HENDRICKSON RTE463 @46,000# REAR SUSPENSION		850
621-016	HENDRICKSON RT/RTE - 7.19" SADDLE		
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
624-011	52 INCH AXLE SPACING		
628-005	STEEL BEAMS AND BRONZE CENTER BUSHINGS WITH BAR PIN ADJUSTABLE END CONNECTIONS		
623-005	FORE/AFT CONTROL RODS		



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Data Code	Description	Weight Front	Weight Rear
Brake System			
490-100	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-083	WABCO SS-1200 PLUS AIR DRYER WITH INTEGRAL AIR GOVERNOR AND HEATER		
479-015	AIR DRYER FRAME MOUNTED		
460-001	STEEL AIR BRAKE RESERVOIRS		
477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS		
Trailer Connections			
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT		
Wheelbase & Frame			
545-670	6700MM (264 INCH) WHEELBASE		
546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	750	170
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	270	450
552-039	1825MM (72 INCH) REAR FRAME OVERHANG		
55W-007	FRAME OVERHANG RANGE: 71 INCH TO 80 INCH	-30	130
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 198.45 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 195.45 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 375.37		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 198.45 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 127.67 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 176.54 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		



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Data Code	Description	Weight Front	Weight Rear
559-003	LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12	
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
556-1E5	14 INCH PAINTED STEEL BUMPER		
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
489-998	NO TIRE PRESSURE CONTROL/SENSOR		
Fuel Tanks			
204-156	100 GALLON/378 LITER ALUMINUM FUEL TANK - LH	20	
218-006	25 INCH DIAMETER FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-1H7	DAVCO 245 FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR	5	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-2CC	MICHELIN XZU-S2 315/80R22.5 20 PLY RADIAL FRONT TIRES	100	
094-1RK	MICHELIN X WORKS Z 11R22.5 16 PLY RADIAL REAR TIRES		168
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-433	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66	



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Data Code	Description	Weight Front	Weight Rear
505-545	MAXION WHEELS 90260 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		160
50W-998	NO RIM/WHEEL TIRE PRESSURE SENSOR		
Cab Exterior			
829-1A5	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTING		
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
667-004	FRONT FENDERS SET-BACK AXLE		
678-001	LH AND RH GRAB HANDLES		
646-041	STATIONARY BLACK GRILLE		
65X-004	BLACK HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
727-1AH	SINGLE 14 INCH ROUND POLISHED AIR HORN ROOF MOUNTED		
726-001	SINGLE ELECTRIC HORN		
728-001	SINGLE HORN SHIELD		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-068	HALOGEN COMPOSITE HEADLAMPS WITH BLACK BEZELS		
302-047	LED AERODYNAMIC MARKER LIGHTS		
294-042	FREIGHTLINER LED FLANGE MOUNTED STOP/TAIL/TURN LIGHTS WITH SEPARATE INCANDESCENT BACKUP LIGHTS		5
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
74B-080	RH AND LH 8 INCH STAINLESS STEEL FENDER MOUNTED CONVEX MIRRORS WITH TRIPOD BRACKETS	8	
729-001	STANDARD SIDE/REAR REFLECTORS		
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		



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Data Code	Description	Weight Front	Weight Rear
654-027	RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S)	4	
663-013	TINTED WINDSHIELD		
659-006	8 LITER WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITH FLUID LEVEL INDICATOR		
Cab Interior			
707-1AK	OPAL GRAY VINYL INTERIOR		
706-013	MOLDED PLASTIC DOOR PANEL		
708-013	MOLDED PLASTIC DOOR PANEL		
772-006	BLACK MATS WITH SINGLE INSULATION		
785-001	DASH MOUNTED ASH TRAYS AND LIGHTER		
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		
694-010	IN DASH STORAGE BIN		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-006	GRAY/CHARCOAL FLAT DASH		
860-004	SMART SWITCH EXPANSION MODULE		
720-003	5 LB. FIRE EXTINGUISHER	10	
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-033	STANDARD INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-014	DOMELIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
284-023	(1) 12 VOLT POWER SUPPLY IN DASH		
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES	10	
756-1J3	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
760-235	2 MAN TOOL BOX MID BACK NON SUSPENSION PASSENGER SEAT	20	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		



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Data Code	Description	Weight Front	Weight Rear
758-036	VINYL WITH VINYL INSERT DRIVER SEAT		
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT		
763-101	BLACK SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL		
734-004	GRAY CENTER INSTRUMENT PANEL		
870-001	BLACK GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
721-001	97 DB BACKUP ALARM		3
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-003	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-051	CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
78A-998	NO POSITION/COMMUNICATION ACCESSORY		



Prepared for:
 Jose Valdez
 City of Laredo
 1110 Hoston Street
 Laredo, TX 78042
 Phone: 956-790-1800

Prepared by:
 Mike Crockett
 DOGGETT FREIGHTLINER OF
 SOUTH TEXAS, LLC
 8700 IH10 East
 CONVERSE, TX 78109
 Phone:

Data Code	Description	Weight Front	Weight Rear
746-1B4	AM/FM/WB WORLD TUNER RADIO WITH CD PLAYER, BLUETOOTH, IPOD INTERFACE, USB AND AUXILIARY INPUTS, J1939	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
8D1-998	NO DETROIT CONNECT SERVICES SELECTED		
8Z1-998	NO ZONAR SERVICES SELECTED		
162-011	IDLE LIMITER, ELECTRONIC ENGINE		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		

Design

065-000 PAINT: ONE SOLID COLOR

Color

980-5F6 CAB COLOR A: L0006EB WHITE ELITE BC
 986-020 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
 98K-998 NO FUEL TANK CABINET PAINT
 962-972 POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
 966-972 POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
 964-6Z7 BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX
 963-003 STANDARD E COAT/UNDERCOATING



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Data Code	Description	Weight Front	Weight Rear
Certification / Compliance			
996-001	U. S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
Secondary Factory Options			
82N-998	NO SHIPPING PROTECTION		
Sales Programs			
NO SALES PROGRAMS HAVE BEEN SELECTED			

TOTAL VEHICLE SUMMARY

Weight Summary			
	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	8860 lbs	8739 lbs	17599 lbs
Total Weight⁺	8860 lbs	8739 lbs	17599 lbs

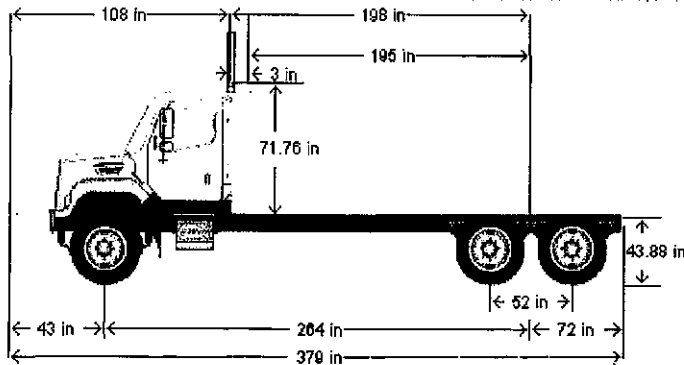
(+) Weights shown are estimates only.
 If weight is critical, contact Customer Application Engineering.



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 CONVERSE, TX 78109
 Phone:

DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Wheelbase (545)	.....	6700MM (264 INCH) WHEELBASE
Rear Frame Overhang (552)	.....	1825MM (72 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	.....	NO FIFTH WHEEL
Mounting Location (577)	.....	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)	.....	0
Maximum Rearward Position (in)	.....	0
Amount of Slide Travel (in)	.....	0
Slide Increment (in)	.....	0
Desired Slide Position (in)	.....	0.0
Cab Size (829)	.....	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682)	.....	NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016)	.....	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

TABLE SUMMARY - DIMENSIONS

Prepared for:
 Jose Valdez
 City of Laredo
 1110 Houston Street
 Laredo, TX 78042
 Phone: 956-790-1800

Prepared by:
 Mike Crockett
 DOGGETT FREIGHTLINER OF
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 CONVERSE, TX 78109
 Phone:

Dimensions	Inches
Bumper to Back of Cab (BBC)	108.3
Bumper to Centerline of Front Axle (BA)	42.7
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	198.4
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	195.4
Back of Cab Protrusions (Exhaust/Intake) (CP)	0.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	270.4
Cab Height (CH)	71.8
Wheelbase (WB)	264.0
Frame Overhang (OH)	72.0
Overall Length (OAL)	378.7
Rear Axle Spacing	52.0
Unladen Frame Height at Centerline of Rear Axle	43.9

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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 Phone:

G V W R

VEHICLE SPECIFICATIONS SUMMARY - GVWR

Cab Size (829)	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs)	18000.0
Expected Pusher Axle(s) Load (lbs)	0.0
Expected Rear Axle(s) Load (lbs)	46000.0
Expected Tag Axle(s) Load (lbs)	0.0
Expected GVW (lbs)	64000
Expected GCW (lbs)	0.0
Front Axle (400)	DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE
Front Suspension (620)	20,000# FLAT LEAF FRONT SUSPENSION
Front Hubs (418)	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
Front Disc Wheels (502)	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS
Front Tires (093)	MICHELIN XZU-S2 315/80R22.5 20 PLY RADIAL FRONT TIRES
Front Brakes (402)	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Steering Gear (536)	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR
Rear Axle (420)	RT-46-160 46,000# R-SERIES TANDEM REAR AXLE
Rear Suspension (622)	HENDRICKSON RTE463 @46,000# REAR SUSPENSION
Rear Hubs (450)	CONMET PRESET PLUS PREMIUM IRON REAR HUBS
Rear Disc Wheels (505)	MAXION WHEELS 90260 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS
Rear Tires (094)	MICHELIN X WORKS Z 11R22.5 16 PLY RADIAL REAR TIRES
Rear Brakes (423)	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Pusher / Tag Axle (443)	NO PUSHER OR TAG AXLE
Pusher / Tag Suspension (626)	NO PUSHER OR TAG SUSPENSION
Pusher / Tag Hubs (449)	NO PUSHER OR TAG HUBS
Pusher/Tag Disc Wheels (509)	NO PUSHER/TAG DISC WHEELS
Pusher / Tag Tires (095)	NO PUSHER/TAG TIRES
Pusher / Tag Brakes (456)	NO PUSHER/TAG BRAKES

TABLE SUMMARY - GVWR



Prepared for:
 Jose Valdez
 City of Laredo
 1110 Hoston Street
 Laredo, TX 78042
 Phone: 956-790-1800

Prepared by:
 Mike Crockett
 DOGGETT FREIGHTLINER OF
 SOUTH TEXAS, LLC
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 CONVERSE, TX 78109
 Phone:

	Front	Rear 1	Rear 2
Axle Component Weight Ratings			
Axles	18000	23000	23000
Suspension	20000	23000	23000
Hubs	23000	26000	26000
Brakes	20000	24999	24999
Wheels	20000	31200	31200
Tires	20000	24020	24020
Power Steering	22000	N/A	N/A
GAWR (per axle)	18000	23000	23000
GAWR (per axle system)	18000		46000
Expected Load (per axle system)	18000		46000
Vehicle GVWR Summary			
Calculated GVWR	64000		
Expected GVWR	64000		
All weights displayed in pounds			

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



Fox Truck World LLC
965 FM 1516 S.
San Antonio, Tx 78263

RECEIVED
2017 DEC 13 PM 2:14
CITY SECRETARY'S OFFICE

#5

City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

Heavy Duty Trucks – City of Laredo FY18-021
Due Date: 5:00PM on December 14, 2017
Bid Opening: 3:00PM on December 15, 2017

Sealed Bid Fy18-021

Extremely Important

Insert shipping label here

10:53

WPA

CITY SECRETARY'S OFFICE

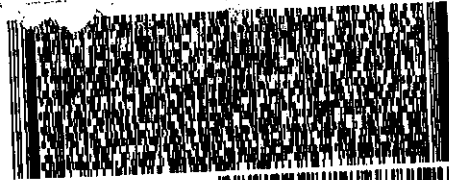
2017 DEC 14 AM 11: 07

RECEIVED



A7 LRI

TRK# 7709 8797



REGISTRATION

DEPT

REF: (210) 688-6685

LAREDO TX 78040

1110 HOUSTON STREET

THIRD FLOOR

to
C/O JOSE A. VALDEZ JR CITY HALL
CITY OF LAREDO-CITY SECRETARY

UNITED STATES US

CONVERSE, TX 78109

8700 H 10 EAST

DOUGLASS FLEIGHTLINER

MIKE CROCKETT

(210) 688-6685

BILL SENDER

SHIP DATE: 13DEC17
ACTWGT: 1.00 LB
CAD: 11808537INMET3920

Bid Tabulation
 Heavy Duty Trucks FY18-021
 December 14, 2017 @ 3:00 PM

Option 1			
<i>Section IIA Dump Trucks (16 yard)</i>			
Doggett Freightliner (TXMAS 072-A1)	Qty		
	2	\$ 125,980.00	\$ 251,960.00

Option 1			
<i>Section VA Automated Refuse Rear Loader (Cab & Chassis)</i>			
Doggett Freightliner	6	\$ 87,618.00	\$ 525,708.00

Option 1			
<i>Section VIA Automated Refuse Rear Loader (Body Only)</i>			
Doggett Freightliner	6	\$ 69,625.00	\$ 417,750.00

Option 1			
<i>Section VIIA Grapple Dump Truck (Cab and Chassis)</i>			
Doggett Freightliner	1	\$ 90,872.00	\$ 90,872.00

Option 1			
<i>Section VIIIA Grapple Dump Truck (Body Only)</i>			
Doggett Freightliner	Qty		
	1	\$ 99,790.00	\$ 99,790.00
			<u>\$ 1,386,080.00</u>

Option 2 (Coop Pricing)			
<i>Section IXB Street Sweeper</i>			
TYMCO	Qty		
	2	\$ 252,725.00	\$ 505,450.00

Option 2 (Coop Pricing)			
<i>Section XB Articulated Dump Truck</i>			
H&V Equipment Services (BuyBoard 515-16)	Qty		
	1	\$ 478,394.00	\$ 478,394.00

Option 1			
<i>Section IIIA Automated Refuse Side Loader (Cab & Chassis)</i>			
Rush Truck Center (BuyBoard 521-16)	6	\$ 145,067.00	\$ 870,402.00

Option 1			
<i>Section IVA Automated Refuse Side Loader (Body Only)</i>			
Fox Truck World	6	\$ 115,879.75	\$ 695,278.50

Option 1			
<i>Section IA Dump Trucks (14 yard)</i>			
Santex Truck Center (Davis Dump Body)	Qty	Unit Price	Total
	7	\$ 91,382.17	\$ 639,675.19

	Department	Account Number
2019 Freightliner 122SD	Public Works Dept.	
2019 Freightliner M-2 106	Solid Waste Services Dept	556-9873-535-9004
2018 Pak-Mor R325B-25	Solid Waste Services Dept	556-9873-535-9004
2019 Freightliner M2-106	Solid Waste Services Dept	556-9873-535-9004
2017 Peterson Atlas Loader & Big Bite	Solid Waste Services Dept	556-9873-535-9004
2018 TYMCO Model 600	Public Works	
2017 Doosan DA30-5	Solid Waste Services Dept.	556-9873-535-9004
2018 Peterbilt 520 (\$1975 5year warranty ea.)	Solid Waste Services Dept	556-9873-535-9004
GS Products CS-9131A	Solid Waste Services Dept	556-9873-535-9004
2018 International 4400 SBA 6x4	Utilities Department	559-4298-535-9004

Option 1

<i>Section IA Dump Trucks (14 yard)</i>	Qty	Unit Price	Total	
Rush Truck Center (Body only)	7	\$ 27,259.00	\$ 190,813.00	2018 Galion Soot
Santex Truck Center (Davis Dump Body)	7	\$ 91,382.17	\$ 639,675.19	2018 International 4400 SBA 6x4
Doggett Freightliner (TXMAS 072-A1)	7	\$ 95,816.00	\$ 670,712.00	2019 Freightliner M2-106
Southwest International (BuyBoard 521-16)	7	\$ 98,176.10	\$ 687,232.70	2019 International 7400

Option 2 (Coop Pricing)

<i>Section IB Dump Trucks (14 yard)</i>	Qty	Unit Price	Total	
Santex Truck Center (Warren Dump Body)	7	\$ 93,112.17	\$ 651,785.19	2018 International 4400 SBA 6x4
Southwest International (BuyBoard 521-16)	7	\$ 98,176.10	\$ 687,232.70	2019 International 7400

Option 1

<i>Section IIA Dump Trucks (16 yard)</i>	Qty	Unit Price	Total	
Rush Truck Center (Cab & Chassis) (Buyboard 521-16)	2	\$ 106,917.00	\$ 213,834.00	2018 Peterbilt (5 Year Warranty \$5600 each)
Doggett Freightliner (TXMAS 072-A1)	2	\$ 125,980.00	\$ 251,960.00	2019 Freightliner 122SD
Santex Truck Center (Davis Dump Body)	2	\$ 129,723.44	\$ 259,446.88	2017 International HX620 6x4
Southwest International (BuyBoard 521-16)	2	\$ 129,907.95	\$ 259,815.90	2019 International HX620

Option 2 (Coop Pricing)

<i>Section IIB Dump Trucks (16 yard)</i>	Qty	Unit Price	Total	
Rush Truck Center (Body) (BuyBoard 521-16)	2	\$ 26,360.00	\$ 52,720.00	2018 Godwin 16 yd Dump
Rush Truck Center (Body)	2	\$ 28,659.00	\$ 57,318.00	2018 Galion 500 T
Southwest International (BuyBoard 521-16)	2	\$ 129,907.95	\$ 259,815.90	2019 International HX620
Santex Truck Center (Warren Dump Body)	2	\$ 130,988.44	\$ 261,976.88	2017 International HX620 6x4

Option 1

<i>Section IIIA Automated Refuse Side Loader (Cab & Chassis)</i>	Qty	Unit Price	Total	
Rush Truck Center (BuyBoard 521-16)	6	\$ 145,067.00	\$ 870,402.00	2018 Peterbilt 520 (\$1975 5year warranty ea.)

Option 2 (Coop Pricing)

<i>Section IIIB Automated Refuse Side Loader (Cab & Chassis)</i>	Qty	Unit Price	Total	
	6	\$ -	\$ -	

Option 1

<i>Section IVA Automated Refuse Side Loader (Body Only)</i>	Qty	Unit Price	Total	
Kinloch Equipment & Supply	6	\$ 114,350.00	\$ 686,100.00	2018 New Way/Sidewinder XTR 31 yard
BTE Body Co.	6	\$ 123,915.00	\$ 743,490.00	2018 Dadee MFG

Option 2 (Coop Pricing)

<i>Section IVB Automated Refuse Side Loader (Body Only)</i>	Qty	Unit Price	Total	
Texas Waste DBA Heil of Texas	6	\$ 120,917.00	\$ 725,502.00	2018 Durapack Python 33 Cubic Yard
BTE Body Co. (BuyBoard 516-16)	6	\$ 123,915.00	\$ 743,490.00	2018 Dadee MFG

Option 1

<i>Section VA Automated Refuse Rear Loader (Cab & Chassis)</i>	Qty	Unit Price	Total	
Doggett Freightliner	6	\$ 87,618.00	\$ 525,708.00	2019 Freightliner M-2 106
Santex Truck Centers	6	\$ 89,733.88	\$ 538,403.28	2018 International 7400 SBA 6x4
Rush Truck Center	6	\$ 103,617.00	\$ 621,702.00	2018 Peterbilt 348
Southwest International (BuyBoard 521-16)	6	\$ 158,081.50	\$ 948,489.00	2019 International 7400

Option 2 (Coop Pricing)

<i>Section VB Automated Refuse Rear Loader (Cab & Chassis)</i>	Qty	Unit Price	Total	
Doggett Freightliner (TXMAS 072-A1)	6	\$ 92,600.00	\$ 555,600.00	2019 Freightliner 108SD
Southwest International (BuyBoard 521-16)	6	\$ 158,081.50	\$ 948,489.00	2019 International 7400

Option 1

<i>Section VIA Automated Refuse Rear Loader (Body Only)</i>	Qty	Unit Price	Total	
Kinloch Equipment & Supply	6	\$ 64,740.00	\$ 388,440.00	2018 New Way Cobra 25 yard RL
Doggett Freightliner	6	\$ 69,625.00	\$ 417,750.00	2018 Pak-Mor R325B-25
Southwest International (BuyBoard 521-16)	6	\$ 69,625.00	\$ 417,750.00	2018 Pak-Mor R325B-25

Option 1

<i>Section VIIA Grapple Dump Truck (Cab and Chassis)</i>	Qty	Unit Price	Total	
Doggett Freightliner	3	\$ 90,872.00	\$ 272,616.00	2019 Freightliner M2-106
Santex Truck Centers	3	\$ 91,371.82	\$ 274,115.46	2018 International 7500 SBA 6x4
Rush Truck Center (BuyBoard 521-16)	3	\$ 103,966.00	\$ 311,898.00	2018 Peterbilt (5 Year Warranty \$5600 each)
Southwest International (BuyBoard 521-16)	3	\$ 184,068.39	\$ 552,205.17	2019 International 7500

Option 2 (Coop Pricing)

<i>Section VIIB Grapple Dump Truck (Cab and Chassis)</i>	Qty	Unit Price	Total	
Doggett Freightliner (TXMAS 072-A1)	3	\$ 94,642.00	\$ 283,926.00	2019 Freightliner 108SD
Southwest International (BuyBoard 521-16)	3	\$ 184,068.39	\$ 552,205.17	2019 International 7500

Option 1

<i>Section VIIIA Grapple Dump Truck (Body Only)</i>	Qty	Unit Price	Total	
Southwest International (BuyBoard 521-16)	3	\$ 92,360.20	\$ 277,080.60	2017 Rotobec Elite 910 MT-26
Doggett Freightliner	3	\$ 99,790.00	\$ 299,370.00	2017 Peterson Atlas Loader & Big Bite
Kinloch Equipment & Supply	3	\$ 99,790.00	\$ 299,370.00	2018 Peterson Atlas AL1
UTEC	3	\$ 116,900.00	\$ 350,700.00	2018 Fassi F165AZ
BTE Body Co.	3	\$ 80,800.00	\$ 242,400.00	2018 Lemco 8000C

Option 2 (Coop Pricing)

<i>Section VIIIB Grapple Dump Truck (Body Only)</i>	Qty	Unit Price	Total	
Southwest International (BuyBoard 521-16)	3	\$ 92,360.20	\$ 277,080.60	2017 Rotobec Elite 910 MT-26
Doggett Freightliner	3	\$ 92,360.20	\$ 277,080.60	2018 RotoBec Elite Model MT26 Loader & 40yd Dump

Option 1

<i>Section IXA Street Sweeper</i>	Qty	Unit Price	Total	
Kinloch Equipment & Supply	2	\$ 218,500.00	\$ 437,000.00	2018 International W/Elgin Crosswind
Kinloch Equipment & Supply	2	\$ 219,832.00	\$ 439,664.00	2019 Freightliner W/Elgin Crosswind

Option 2 (Coop Pricing)

<i>Section IXB Street Sweeper</i>	Qty	Unit Price	Total	
TYMCO	2	\$ 252,725.00	\$ 505,450.00	2018 TYMCO Model 600

Option 1

<i>Section XA Articulated Dump Truck</i>	Qty	Unit Price	Total	
Holt Texas (BuyBoard 424-13)	1	\$ 555,680.00	\$ 555,680.00	2018 Caterpillar

Option 2 (Coop Pricing)

<i>Section XB Articulated Dump Truck</i>	Qty	Unit Price	Total	
H&V Equipment Services (BuyBoard 515-16)	1	\$ 478,394.00	\$ 478,394.00	2017 Doosan DA30-5

Reliance Truck & Equipment	6	\$ 69,625.00	\$ 417,750.00	2018 Pak-Mor R325B-25
BTE Body Co.	6	\$ 79,489.00	\$ 476,934.00	2018 EZ Pack G300-25
McNeilus Truck and Manufacturing	6	\$ 122,183.00	\$ 733,098.00	2018 McNeilus 3149 Autoreach

Option 2 (Coop Pricing)

Section VIB Automated Refuse Rear Loader (Body Only)

Southwest International (BuyBoard 521-16)	6	\$ 69,625.00	\$ 417,750.00	2018 Pak-Mor R325B-25
McNeilus Truck and Manufacturing (HGAC RH08-16)	6	\$ 122,183.00	\$ 733,098.00	2018 McNeilus 3149 Autoreach

City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Mario Maldonado, Executive Director of Transportation

Staff Source: Jack Dunn, Fleet Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award annual contracts FY18-022 for the purchase of tractor and heavy equipment tires to the section low bidders:

1. Section I: Hesselbein Tire Southwest, San Antonio, Texas in an amount up to \$45,000.00; and
2. Section II: GCR Tire Centers, Nashville, Tennessee in an amount up to \$15,000.00.

All tires will be secured on an as needed basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract has two extension periods. Funding is available in the Fleet Maintenance budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received four bids for awarding a contract for the purchase of tractor and heavy equipment tires for the Fleet Department. Staff has reviewed the bids and is recommending that a contract be awarded by sections to the low bidders Hesselbein Tire Southwest, San Antonio, Texas and GCR Tire Centers, Nashville, Tennessee.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for two, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month

to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

Bid Summary:

Vendor		Section I
Hesselbein Tire Southwest	\$ 34,091.00	
The Goodyear Tire & Rubber	\$ 34,114.00	
Southern Tire Mart	\$ 34,238.00	
GCR Tire & Services	\$ 35,174.14	
		Section II
GCR Tire & Services	\$ 7,123.41	
Hesselbein Tire Southwest	\$ 8,246.25	
Southern Tire Mart	\$ 10,360.00	
The Goodyear Tire & Rubber	\$ 14,628.01	

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2018
Budgeted Y/N?: Y
Source of Funds:
Account #: 593-2810-533-2072
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Fleet Maintenance Fund
Account Number: 593-2810-533-2072

Attachments

Bid Tab FY18-022
Contracts FY18-022

Section	Tractor and Heavy Equipment Tires	Qty	Southern Tire Mart Columbia, MS		Hesselbein Tire Southwest San Antonio, TX		GCR Tire & Services Nashville, TN		The Goodyear Tire & Rubber Akron, OH	
			Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price
I	11L x 16 F-3 TL 12 PLY	66	\$ 110.00	\$ 7,260.00	\$ 152.00	\$ 10,032.00	\$ 152.46	\$ 10,062.36	\$ 155.00	\$ 10,230.00
	11.00 – 16 Tri Rib 12 PLY	4	\$ 366.00	\$ 1,464.00	\$ 224.00	\$ 896.00	\$ 277.00	\$ 1,108.00	\$ 205.00	\$ 820.00
	23.5 X 25 HRL E/L 3 TL 12 PLY	2	\$ 1,490.00	\$ 2,980.00	\$ 1,825.00	\$ 3,650.00	\$ 1,440.18	\$ 2,880.36	\$ 1,313.00	\$ 2,626.00
	19.5 L X 24 R-4 TL 12 PLY	16	\$ 580.00	\$ 9,280.00	\$ 452.75	\$ 7,244.00	\$ 592.83	\$ 9,485.28	\$ 500.00	\$ 8,000.00
	18.4 X 30 Tractor 12 PLY	2	\$ 614.00	\$ 1,228.00	\$ 574.00	\$ 1,148.00	\$ 546.67	\$ 1,093.34	\$ 550.00	\$ 1,100.00
	20.5 X 25 HRL E-3 TL 12 PLY	2	\$ 1,175.00	\$ 2,350.00	\$ 1,249.50	\$ 2,499.00	\$ 1,086.75	\$ 2,173.50	\$ 998.00	\$ 1,996.00
	17.5 X 25 12 PLY XHA	4	\$ 589.00	\$ 2,356.00	\$ 660.00	\$ 2,640.00	\$ 626.22	\$ 2,504.88	\$ 607.00	\$ 2,428.00
	18.4 X 34 12 PLY	2	\$ 670.00	\$ 1,340.00	\$ 618.00	\$ 1,236.00	\$ 588.73	\$ 1,177.46	\$ 737.00	\$ 1,474.00
	12 X 16.5 NHS 12 PLY	16	\$ 260.00	\$ 4,160.00	\$ 178.00	\$ 2,848.00	\$ 178.29	\$ 2,852.64	\$ 200.00	\$ 3,200.00
	18.4 X 38 12 PLY	2	\$ 690.00	\$ 1,380.00	\$ 667.00	\$ 1,334.00	\$ 635.92	\$ 1,271.84	\$ 800.00	\$ 1,600.00
	10-16.5 HD 8PL	4	\$ 110.00	\$ 440.00	\$ 141.00	\$ 564.00	\$ 141.12	\$ 564.48	\$ 160.00	\$ 640.00
	Estimated Total			<u>\$ 34,238.00</u>		<u>\$ 34,091.00</u>		<u>\$ 35,174.14</u>		<u>\$ 34,114.00</u>

Percent of discount offered	See attached Percentage Breakdown	23%	Government Pricing	Prices offered as NET
Product identification (Mfr.)	Bridgestone/Firestone	Firestone	Firestone	Goodyear
Type price schedule (dealer, jobber, etc.)	Dealer	Government		Government Sales Base Price
Price Schedule Number	2017	Tire Catalog 2017		
Date of Price Schedule	July 1,2017	2017		Jan 1, 2017 revised April 1, 2017
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	Government Base Price	Net		Farm and Industrial tires are NET

Section	Landfill Equipment Tires	Qty	Southern Tire Mart Columbia, MS		Hesselbein Tire Southwest San Antonio, TX		GCR Tire & Services Nashville, TN		The Goodyear Tire & Rubber Akron, OH	
			Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price
II	33.25 2R 29 - XR2 12 PLY	1	\$ 7,780.00	\$ 7,780.00	\$ 4,996.25	\$ 4,996.25	\$ 4,720.59	\$ 4,720.59	\$ 10,814.67	\$ 10,814.67
	26.5 x 25 – XR2 12 PLY	1	\$ 2,580.00	\$ 2,580.00	\$ 3,250.00	\$ 3,250.00	\$ 2,402.82	\$ 2,402.82	\$ 3,813.34	\$ 3,813.34
	Estimated Total			<u>\$ 10,360.00</u>		<u>\$ 8,246.25</u>		<u>\$ 7,123.41</u>		<u>\$ 14,628.01</u>

Percent of discount offered	See attached Percentage Breakdown	0%	Government Pricing	Prices offered as NET
Product identification (Mfr.)	Bridgestone/Firestone	Goodyear Titan	Firestone	Goodyear
Type price schedule (dealer, jobber, etc.)	Dealer	Wholeseller		
Price Schedule Number	2017	Level 3		
Date of Price Schedule	July 1,2017	2017		
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	Government Base Price	Level 3		

CITY OF LAREDO
PURCHASING DIVISION



**City of Laredo
Purchasing Division**

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding a supply contract for the purchase of tractor and heavy equipment tires for the Fleet Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on December 19, 2017** and all bids received will be **opened** and read publicly on **December 20, 2017 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

**BID: Tractor & Heavy Equipment Tires – Fleet Department
FY18-022**

Bids are to be mailed:

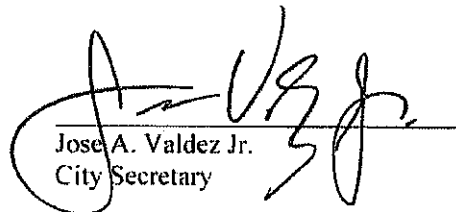
City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78042-0579

Hand Delivered:

City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 21st DAY OF NOVEMBER 2017.


Jose A. Valdez Jr.
City Secretary

A handwritten signature in black ink, appearing to be 'FLY'.

CITY OF LAREDO
PURCHASING DIVISION

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.
- (b) **Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.**
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum.
- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- (f) **The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.**

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.
- (c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract.



**CITY OF LAREDO
PURCHASING DIVISION**

A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven calendar days prior to the scheduled bid deadline a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum may be e-mailed or obtained online at the City of Laredo website for bids. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

- (a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
- (b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
- (c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
- (d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

- (a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
- (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

- a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated.



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PURCHASING DIVISION**

The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services.

Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall be bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

- (a) This contract will be awarded by sections to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.
- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
- (e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
- (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
 - 1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
 - 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
 - 3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

- (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO, Box 210, Laredo, Texas 78042.
- (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.
- (e) For any inquires on payment status or general billing questions please contact:
Jorge J. Jolly, Accounts Payable Manager



CITY OF LAREDO
PURCHASING DIVISION

956-791-7328

jjolly@ci.laredo.tx.us

1110 Houston St. Laredo, TX 78040

12.0 **INSURANCE REQUIREMENTS (Not required for this contract)**

13.0 **CONTRACT REQUIREMENTS**

13.1 **CODE OF ETHICS ORDINANCE 2012-0-126**

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 **PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD**

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 **NON-COLLUSIVE AFFIDAVIT (Attached)**

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 **CONTRACT DISCLOSURE FORMS (Attached)**

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) **Upon Award of Bid Only**

13.5 **CONFLICT OF INTEREST FORMS (Attached)**

Conflict of Interest Disclosure:

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 **TEXAS ETHICS COMMISSION (Form 1295, Attached) **Not applicable for this contract****

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

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The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.



CITY OF LAREDO
PURCHASING DIVISION

Formal Invitation for Bids
Tractor & Heavy Equipment Tires

15.0 Scope of Work

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a supply contract for the purchase of tractor and heavy equipment tires for the Fleet Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

16.0 Scope

Sealed bids, subject to the terms and conditions of this Invitation for Bids and the accompanying schedule, such other contract provisions, specifications, and other data as are attached are being requested for the awarding of a twelve month supply contract. The City of Laredo is requesting bid pricing from qualified vendors for awarding annual contracts for the purchase of tractor and heavy equipment tires for the Fleet Department.

Fleet Department point of contacts: Jack Dunn (956) 727-6455 or email jdunn@ci.laredo.tx.us
Heberto "Beto" Ramirez (956) 727-6455 hramirez@ci.laredo.tx.us
Ruben Amesquita (956) 727-6450 or email ramesquita@ci.laredo.tx.us

17.1 Grade

All tires furnished under this bid shall be latest manufactured design. Any materials or parts used in complying with this contract are to be equal to or better than original materials specified.

Tires shall be of class "A" construction or equal. Class "A" tires are those generally recognized in the trade as at least first line, first grade and 100 level.

Consideration will not be given to tires and tubes which are generally considered as less than first line, first grade, 100 level as defined herein.

17.2 Age of Tires

Tires supplied under this bid shall not be more than six (6) months old date from manufacture time to time of delivery to City of Laredo.

17.3 Tire Size, Ply and Markings

Each tire shall be stamped or branded with:

1. Manufacturer's name, trade name or trademark.
2. Tire size including ply or ply rating.
3. Serial number and the percentage of nylon, steel-belted cord used in the manufacturing process. If other than nylon, steel-belted cord is used, the product shall be shown.
4. Tires bid cannot be speed restricted.

18.0 Quality

All tires supplied under this bid shall be of the latest construction and tread design, of superior quality and workmanship and suitable for the use intended.



CITY OF LAREDO
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19.0 Warranty and Guarantee

Bidder must stipulate or attached to bid the warranty and/ or guarantee for tires. Any warranty or guarantee submitted will be a factor in making the award.

See Attached for Firestone, Goodyear-Titan

20.0 Qualifications of Bidder

20.1 Only those bids from manufactures of their franchised dealers, which have pre-qualified their tires with the City of Laredo Fleet Department, will be accepted.

20.2 Qualified brands are as follow;

- | | | |
|-------------|----------------|------------------|
| 1. General | 2. Good Year | 3. Firestone |
| 4. Michelin | 5. Uniroyal | 6. B.F. Goodrich |
| 7. Dunlop | 8. Bridgestone | |

21.0 Catalog

Manufacturer's latest catalog and descriptive literature describing all types of tires and tubes the bidder is bidding on must be supplied upon request by the City of Laredo Purchasing Department.

22.0 Purchases

Tires will be purchased on a per-need basis. The City's needs shall govern the amount of tires purchased throughout the contract period. All quantities indicated on this bid document are estimates only. Actual quantities to be purchased may exceed of may be lower than quantities specified.

23.0 Contract Provisions

- 23.1 The bidder shall quote prices F.O.B. destination, City of Laredo – Fleet Department, 1102 Bob Bullock Loop, Laredo, Texas. However, there will be occasions when the parts may be picked up. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.
- 23.2 Pick up & delivery: Successful bidder must provide pickup and delivery of parts during regular working hours to the Fleet Management Shop located at 1102 Bob Bullock Loop.
- 23.3 Bids will be awarded to the lowest responsible bidder meeting the city's requirements.
- 23.4 This contract shall be for a period of twelve months with an option to renew for four (4) additional twelve month periods upon mutual agreement by both parties.
- 23.5 Bid quantities are estimates only. The City of Laredo reserves the right to purchase more or less than the quantities indicated on the bid schedule.
- 23.6 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract materials on the open market and charge the contract vendor the price difference.
- 23.7 Bids not submitted on these forms will not be considered.
- 23.8 When contractor cannot abide by the terms and conditions in fulfilling the contract, the City of Laredo reserves the right to secure parts from other sources.

FCZ

**CITY OF LAREDO
PURCHASING DIVISION**

- 23.9 An annual contract purchase order will be issued for each City agency authorized to place orders against this annual contract. The contract purchase order will not list individual items or prices. Vendor must have the contract purchase order before making any delivery.
- 23.10 All invoices must be submitted in duplicate and show each purchase order number. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit prices or otherwise specified. If prices are based on discounts from list, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown.
- 23.11 Revision of Manufacturer's price list(s): The bid will be based on manufacturer's latest dated price list (s). Said price list(s) must denote the manufacturer, latest effective date and price schedule. It is agreed that any published price list(s) may be superseded or replaced during the contract period only if the manufacturer for industry wide use publishes such list(s).
- 23.12 All subject price lists should be submitted with this bid and shall become a part hereof. However, if in the opinion of the City Purchasing Agent, it is impractical for bidder to include published price lists as part of this bid and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing Agent or his authorized representatives to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by both parties. However, if the City Purchasing Agent approves said price list(s) other than the manufacturer's price list(s), said price list(s) must denote the company name, effective date and price schedule. It is agreed that any price list provided other than the manufacturers may not be superseded or replaced during the contract period.

24.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded by sections to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

24.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.



CITY OF LAREDO
PURCHASING DIVISION

25.0 Term of Contract

The term of this contract shall be for a period of ~~one (1) year~~ beginning as of the date of its execution. The contract may be extended for ~~two, additional one (1) year periods~~. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents.

The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

25.1 This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Parks & Leisure Services Department.

26.0 Price Adjustment*****

During the period of this contract, prices may be increased and decreased. The base price bid of the vendor will remain fixed during the contract period. The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to mpescador@ci.laredo.tx.us or ealdape@ci.laredo.tx.us

27.0 Delivery

Delivery of these tires is to be made within five calendar days from request. If the tires cannot be delivered within stated time, the City of Laredo reserves the right to approach an alternative source until primary supplier can resume or start delivering materials.

Delivery time for all items ordered under the terms and conditions of this contract are 1-5 working days from date of order.

Bidder's business hours: From: 7:30 a.m. to 5:00 p.m.

Days of week: Monday - Friday

28.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Tab A - Company Information Questionnaire

Tab B - Signed Price Schedule

Tab C - Conflict of Interest Questionnaire

Tab D - Non-Collusive Affidavit

Tab E - Discretionary Contract Disclosure

Tab F - Certificate of Interested Parties

Tab G - Form 1295

CITY OF LAREDO
PURCHASING DIVISION

29.0 Tab A - Bidder Information Questionnaire

Bidder Information/Business Questionnaire:

Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

Name of Offeror (Business) Hess/beris Tinz Southwest

Signature [Signature] Date 12/13/17
of person authorized to sign bid

Print Name Rick Lopez
of person authorized to sign bid

Title: Account Manager

Business Address: 4823 Corner Parkway

City, State, Zip Code: San Antonio, TX 78219

Telephone Number: 210-204-1383 Fax Number: 210-655-6132

Contact Person Email Address: rickl@dktinz.com

Federal Tax ID Number: 640349856

Bidders Principal/Corporate Place of Business Address: SAME

Indicated Status of Business:

Corporation Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 30

If applicable, list all other names under which the Business identified above operated in the last five years.

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

[Signature]

CITY OF LAREDO
PURCHASING DIVISION

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No

Is any litigation pending against the Business? Yes / No

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business:

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

CITY OF LAREDO
PURCHASING DIVISION

30.0 Tab B Price Schedule

30.1 Section I - Tractor and Heavy Equipment Tires

Item	Description	QTY	Unit Price	Total	Brand/Number of Tires Proposed
1	11L x 16 F-3 TL 12 PLY <i>8 ply</i>	66	\$ 152.00	\$ 10,032.00	Firestone/326-089
2	11.00 - 16 Tri Rib 12 PLY <i>8 ply</i>	4	\$ 224.00	\$ 896.00	Firestone/350-885
3	23.5 X 25 HRL E/L 3 TL 12 PLY <i>2x</i>	2	\$ 1825.00	\$ 3650.00	Titan/43P123
4	19.5 L X 24 R-4 TL 12 PLY	16	\$ 452.75	\$ 7244.00	Titan/486161
5	18.4 X 30 Tractor 12 PLY <i>8 ply</i>	2	\$ 574.00	\$ 1148.00	Firestone/372-626
6	20.5 X 25 HRL E-3 TL 12 PLY <i>2x</i>	2	\$ 1249.50	\$ 2499.00	Titan/43P121
7	17.5 X 25 12 PLY XHA	4	\$ 660.00	\$ 2640.00	Titan/431117
8	18.4 X 34 12 PLY	2	\$ 618.00	\$ 1236.00	Firestone/372-552
9	12 X 16.5 NHS 12 PLY	16	\$ 178.00	\$ 2848.00	Firestone/362-131
10	18.4 X 38 12 PLY	2	\$ 667.00	\$ 1334.00	Firestone/372-507
11	10-16.5 HD 8PL	4	\$ 141.00	\$ 564.00	Firestone/362-123
Grand Total Section I				\$ 34,091.00	

Percent of discount offered	<i>23%</i>	%
Product identification (Mfr.)	<i>Firestone/</i>	
Type price schedule (dealer, jobber, etc.)	<i>GOVERNMENT</i>	
Price Schedule Number	<i>Tire Catalog 2017</i>	
Date of price schedule	<i>2017</i>	
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	<i>net</i>	

*****Delivery of tires to the City of Laredo Fleet Mgt. Shop, must be made within five (5) calendar days after order has been placed. Continuation of non-delivery as specified will be grounds for termination of contract.

Company Name: *Hess, Kevin Tire South West*

Owner/President Name: *Chris Popez*

Company Address: *4823 Corner Parkway*

City, State, Zip Code: *San Antonio, TX 78219*

Company Authorized Representative's Signature: *[Signature]*

Company Representative's Name: *Rick Lopez*

Signature on this form indicates agreement with "Instructions to Bidder - General Terms and Conditions, pricing and all specifications listed on this document."

RLP

**CITY OF LAREDO
PURCHASING DIVISION**

30.2 Section II – Landfill Equipment Tires

Item	Description	QTY	Unit Price	Total	Brand/Number Of Tires Proposed
1	33.25 2R 29 – XR2 12 PLY 38ply	1	\$ 4996.25	\$ 4996.25	Titans/65LAW4TTB
2	26.5 X 25 – XR2 12 PLY 1*	1	\$ 3256.00	\$ 3256.00	Titans ST23 Radial
Grand Total Section II				\$ 8246.25	

Percent of discount offered	0% %
Product identification (Mfr.)	Goodyear Titans
Type price schedule (dealer, jobber, etc.)	Wholesale
Price Schedule Number	LEVEL 3
Date of price schedule	2017
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	LEVEL 3

*****Delivery of tires to the City of Laredo Fleet Mgt. Shop, must be made within five (5) calendar days after order has been placed. Continuation of non-delivery as specified will be grounds for termination of contract.

Company Name: Hess & Berg Tire Southwest

Owner/President Name: Chris Pope

Company Address: 4823 Corner Parkway

City, State, Zip Code: San Antonio, TX 78219

Company Authorized Representative's Signature: Rick Lopez

Company Representative's Name: Rick Lopez

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

RLP

CITY OF LAREDO
PURCHASING DIVISION

31.0 Tab C- Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040**, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731



CITY OF LAREDO
PURCHASING DIVISION

HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Name Rich Lopez

Signature [Signature]

Date 12/13/17

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

N/A

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date

[Signature]

CITY OF LAREDO
PURCHASING DIVISION
AFFIDAVIT

32.0 Tab D

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Hess2/622, Turi Southwest
(a Partner or officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

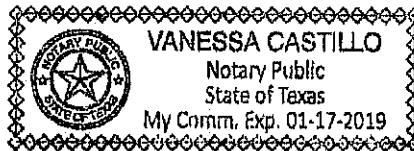
Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 14 day of Dec, 2017.

Vanessa Castillo
Notary Public

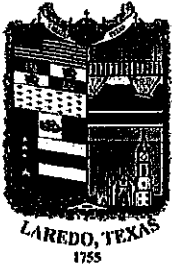
My commission expires:

Jan 17, 2019



CITY OF LAREDO
PURCHASING DIVISION

33.0 Tab E



City of Laredo Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 of the City's Ethics Code.
*This is a New Submission or Correction or Update to previous submission.

***1. Name of person submitting this disclosure form.**

First: Rick M.I. A Last: Lopez Suffix: Mr.

***2. Contract Information.**

a) Contract or project name: Tractor + Heavy Equipment Tires
b) Originating department: Fleet Department

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).**

Hesslein Tire Southwest

***4. List any business entity(ies) that is a partner, parent, or subsidiary business entity(ies) of the individual or entity listed in Question 3.**

Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.
 Names of partner, parent, or subsidiary business entities:

***5. List any individuals or entities that will be subcontractors on this contract.**

Not applicable. No subcontractors will be retained for this contract.
 Subcontractors may be retained, but have not been selected at the time of this submission.
 List of subcontractors:

***6. List any attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.**

Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.
 List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

CITY OF LAREDO
PURCHASING DIVISION

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council any candidate for City Council, or to any political action committee that contributes to City Council elections:

- a) any individual seeking contract with the city (Question 3)
- b) any owner or officer of entity seeking contract with the city (Question 3)
- c) any individual or owner or officer of any entity listed above as a partner, parent, or subsidiary business (Question 4)
- d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
- e) the spouse of any individual listed in response to (a) through (d) above
- f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

List of contributors:

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest.**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/ commission member that has not or will not be raised by these city officials?

I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflicts(s) of interest:

***Acknowledgements**

Updates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

No Contact with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

CITY OF LAREDO
PURCHASING DIVISION

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: Rick Lopez Title: Account Manager

Company Name or DBA: Hessell/Griffin Title Southeast Date: 12/13/17

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.

If necessary to mail, sent to:

City of Laredo

P.O. Box 579

Laredo, Texas 78042-0579

RLG

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 USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-293923

Date Filed:
12/13/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Hesselbein Tire Southwest
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Laredo

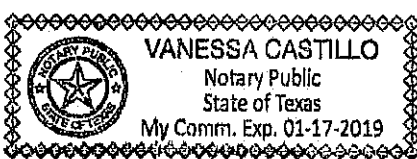
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

FYI-022
Tires Tubes Flaps

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Lopez, Rick	San Antonio, TX United States		X

5 Check only if there is NO interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Handwritten Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Ricardo A Lopez, this the 14 day of December, 2017, to certify which, witness my hand and seal of office.

Vanessa Castillo Signature of officer administering oath
Vanessa Castillo Printed name of officer administering oath
Notary Public Title of officer administering oath

**CITY OF LAREDO
PURCHASING DIVISION**

35.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M on December 19, 2017; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on December 20, 2017.

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Tractor & Heavy Equipment Tires – Fleet Department
FY18-022**

Bids are to be mailed: City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78042-0579

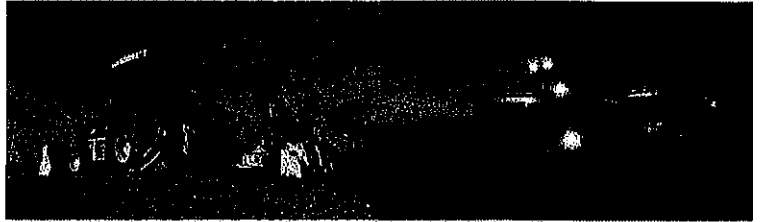
Hand Delivered: City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

RLY



TITAN TIRE CORPORATION
 2345 E. Market Street
 Des Moines, IA 50317-7597
 Phone: 1-800-USA-BEAR (872-2327)
 Fax: 1-515-265-9447
 Email: warranty@titan-tire.com

**AGRICULTURAL & CONSTRUCTION
 TIRE WORKMANSHIP &
 MATERIAL ADJUSTMENT
 POLICY**



OWNER'S OBLIGATION

You must present the unserviceable tire and a copy of your proof of purchase date to a participating Titan Tire Dealer. Please consult your telephone directory or call (1-800-USA-BEAR) for the location nearest you. Tires replaced on an adjustment basis become the property of Titan Tire Corporation.

You must pay for applicable taxes, and if beyond the no charge replacement period, mounting or any additional services you order at the time of adjustment.

No claim will be recognized unless submitted on a Titan claim form (to be supplied by the Titan Tire Dealer) completely filled out and signed by you, the original owner of the tire presented for adjustment or your authorized agent.

SAFETY WARNINGS

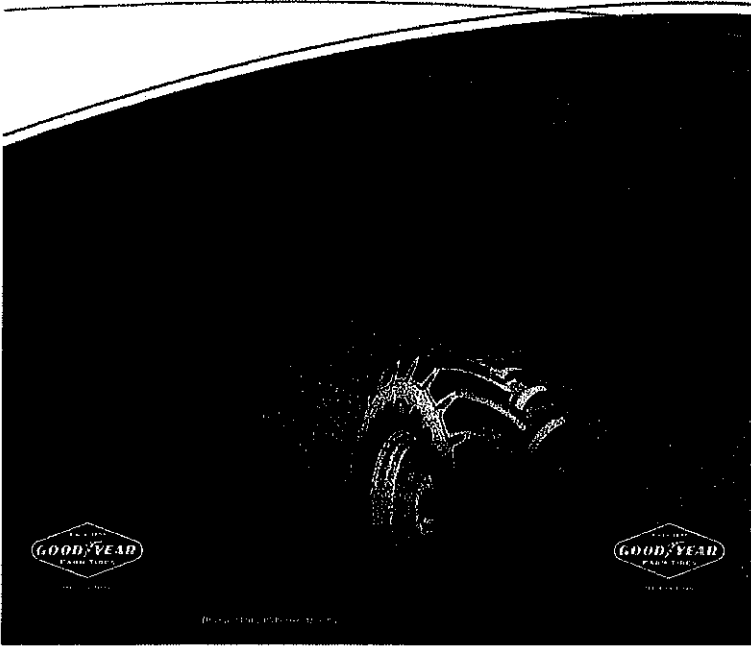
Serious injury or death may result from:

- Tire failure due to underinflation/overloading:
Follow the vehicle owner's manual or tire placard in vehicle.
- Explosion of tire/tire assembly due to improper mounting:
Only specially-trained persons should mount tires.
- Failure to deflate single or dual assemblies completely before demounting.

**FOR SERVICE ASSISTANCE
 OR INFORMATION:**

1. Contact the nearest Authorized Titan Tire Dealer (Can be found on website: www.titan-tire.com)
2. If additional assistance is required:

E-mail: warranty@titan-tire.com
 Write to: Titan Tire Corporation
 Warranty Department
 2345 E. Market Street
 Des Moines, IA 50317-7597



WHO IS ELIGIBLE?

- You are eligible for the benefits of this adjustment policy if:
 - You are the original owner or authorized agent of the original owner of new Titan or Goodyear branded agricultural tires
 - Your tires bear legible Department of Transportation prescribed tire identification numbers and are not branded "NA" (Not Adjustable)
 - Your Titan or Goodyear branded agricultural tires have been used only on the vehicle on which they were originally installed according to the vehicle manufacturer's or Titan Tire's recommendations
 - Your tires were purchased on or after January 1, 2006

WHAT IS COVERED AND FOR HOW LONG?

Free tire replacement

Titan or Goodyear branded radial rear farm tires that become unserviceable due to a covered warranty condition during the first twelve months of service will be replaced with a comparable new Titan or Goodyear branded tire without charge. If proof of purchase is not available to establish time in service, the tire date of manufacture will be used.

All other Titan or Goodyear branded agricultural and construction tires that become unserviceable due to a covered warranty condition during the first twelve months of service or 25% tread wear, whichever comes first, will be replaced with a comparable new Titan or Goodyear branded tire without charge except Single Rib, Triple Rib and Super Rib tires. (See table to the right**) If proof of purchase is not available to establish time in service, the tire date of manufacture will be used.

The no charge provision includes normal mounting and service charges for rear farm and large Terra-Tire® high flotation tire.* This no charge provision for front farm tire includes mounting charges only.

*Large Terra-Tire® high flotation tires are defined as those tires listed as HF1, HF2, HF3 or HF4 tires.

Prorated tire replacement

Tires beyond the free tire replacement period will be replaced with a comparable new Titan or Goodyear branded agricultural tire on a pro rata basis. In the United States and Canada, the customer charge will be calculated by multiplying the customer's normal buying price, current at the time of adjustment, by the percentage determined from the "Agricultural Tire Chart for Warranty Charges" as shown below.

AGRICULTURAL TIRE CHART FOR WARRANTY CHARGES

		RADIAL REAR FARM TIRES							
		PERCENT TIREWEAR							
		0 to 10%	11 to 25%	26 to 50%	51 to 70%	71 to 80%	81 to 90%	91 to 100%	
TIME IN SERVICE	PERCENT CUSTOMER CHARGE	NC	NC	NC	NC	NC	NC	NC	
1 year or less*		NC	NC	NC	NC	NC	NC	NC	
2 year or less		25%	25%	50%	60%	70%	80%	90%	
3 year or less		40%	50%	50%	60%	70%	80%	90%	
4 year or less		50%	50%	50%	60%	70%	80%	90%	
5 year or less		60%	60%	60%	60%	70%	80%	90%	
6 year or less		70%	70%	70%	70%	70%	80%	90%	
7 year or less		80%	80%	80%	80%	80%	80%	90%	
8 year or less		90%	90%	90%	90%	90%	90%	90%	

		ALL OTHER AGRICULTURAL & CONSTRUCTION TIRES							
		PERCENT TIREWEAR							
		0 to 10%	11 to 25%	26 to 50%	51 to 70%	71 to 80%	81 to 90%	91 to 100%	
TIME IN SERVICE	PERCENT CUSTOMER CHARGE	NC**	NC	50%	60%	70%	80%	100%	
1 year or less		NC**	NC	50%	60%	70%	80%	100%	
2 year or less		25%	25%	50%	60%	70%	80%	100%	
3 year or less		60%	50%	50%	60%	70%	80%	100%	
4 year or less		60%	60%	60%	60%	70%	80%	100%	
5 year or less		70%	70%	70%	70%	70%	80%	100%	
6 year or less		80%	80%	80%	80%	80%	80%	100%	

* With proof of purchase. Without proof of purchase, the date of manufacture will be used.

** For Single Rib, Triple Rib and Super Rib usage only, based on 1-10% column.

WHAT IS A COMPARABLE TIRE?

A "comparable" new Titan or Goodyear branded agricultural tire may either be the same line of tire or, in the event that the tire is not available, a tire of the same basic construction and quality with a different sidewall or tread configuration. If a higher priced tire is accepted as replacement, the difference in price will be at an additional charge to you.

Any replacement tire provided pursuant to this protection plan will be covered by the Titan Tire protection plan in effect at the time of replacement.

WHAT IS NOT COVERED BY THIS ADJUSTMENT POLICY?

- Radial rear farm tires purchased under this adjustment policy and presented for adjustment more than eight (8) years after date of purchase.
- All other agricultural tires purchased under this adjustment policy and presented for adjustment more than six (6) years after date of purchase.
- If proof of purchase is not available, the tire date of manufacture will be used to determine the time in service and used to calculate the applicable pro rata charge.
- Irregular wear or tire damage due to:
 - Impact breaks, cuts, snags or machinery
 - Wreck, collision, or fire
 - Improper inflation, overloading, misapplication, misuse, negligence, racing or pulling contests, speed, rim condition, chain damage, improper mounting or demounting or improper repair.
 - Mechanical condition of the vehicle.
- Material added to a tire after leaving a factory producing Titan or Goodyear branded tires; (example: tire fillers, sealants, or balancing substances). If the added material is the cause of the tire being removed from service, the tire will not be adjusted.
- In no event shall Titan be responsible for any liability for loss of time, inconvenience, loss of use of vehicle, incidental or consequential damage resulting from the failure of a tire for any reason, to the extent permitted by law.

WHAT ARE YOUR LEGAL RIGHTS?

No representative or dealer has authority to make any representation, promise, or agreement on behalf of Titan Tire, except as stated herein.

Any tire, no matter how well constructed, may fail in service or otherwise become unserviceable due to conditions beyond the control of the manufacturer. This adjustment policy is not intended as a representation that a tire failure cannot occur.

Titan Tire disclaims any liability for incidental or consequential damages to the extent permitted by law.

Some states or provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This adjustment policy gives you specific legal rights, and you may also have other rights that vary from state to state or province to province.

This protection plan is applicable only in the United States and Canada.

WHEN DOES THE ADJUSTMENT POLICY END?

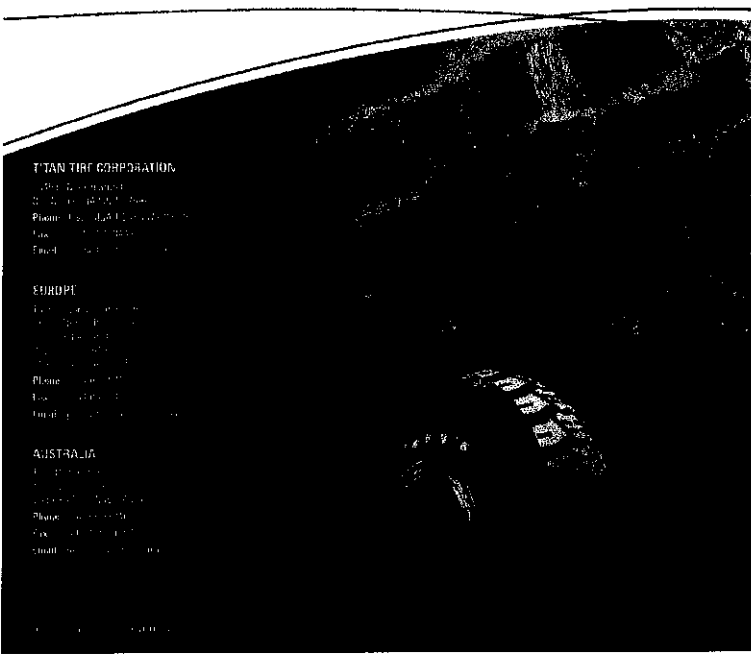
A tire has delivered its full original tread life and this warranty ends when the tread is worn to 2/32nds of an inch or the tire exceeds the time limitations described in this policy. In all cases, without proof of purchase, date of tire manufacture will be used to determine age.



OFF-THE-HIGHWAY BIAS & RADIAL TIRES

LIMITED WARRANTY ADJUSTMENT POLICY

(Includes LS2)



TTAN TIRE CORPORATION

10000 W. 10th Avenue
Denver, CO 80202
Phone: (303) 440-1100
Fax: (303) 440-1101
Email: ttan@ttan.com

EUROPE

10000 W. 10th Avenue
Denver, CO 80202
Phone: (303) 440-1100
Fax: (303) 440-1101
Email: ttan@ttan.com

AUSTRALIA

10000 W. 10th Avenue
Denver, CO 80202
Phone: (303) 440-1100
Fax: (303) 440-1101
Email: ttan@ttan.com

SAFETY WARNING

- **REINFLATION** of any type of tire/rim assembly that has been operated in a run-flat or underinflated condition (80% or less of recommended pressure) can result in serious injury or death. The tire may be damaged on the inside and can explode while you are adding air. The rim parts may be worn, damaged or dislodged and may separate explosively. Demount and inspect all tire and rim parts before re-inflating.
- **NEVER** inflate a tire that has been flat or seriously underinflated without removing the tire from the wheel and inspecting for tire, tube or rim damage.
- **NEVER** rework, weld, heat or braze the tire/wheel/rim. Heating the tire/wheel/rim assembly may cause a tire to explode, causing serious injury or death.
- **NEVER** use any flammable material during tire servicing. The use of flammable materials is absolutely forbidden. Use of starting fluid, ether, gasoline or any other flammable material to lubricate, seal or seat the beads of a tubeless tire may cause the tire to explode or cause explosive separation of the tire/rim assembly resulting in serious injury or death.
- **NEVER** hammer, strike or pry on any type of tire/rim assembly while the tire contains inflation pressure. Do not attempt to seat any part while the tire contains any inflation pressure. This could result in serious injury or death.
- **CHECK** your tires frequently for scrapes, bulges, separations, cuts or snags resulting from use. Impact can damage the inner portion of your tire without being visible on the outside. If you suspect that possible impact damage may have occurred, have your Titan dealer inspect the inner surfaces of your tire immediately in order to avoid possible sudden tire failure.
- **NEVER** overload your tires. Ask your tire dealer for the maximum load carrying capacity of your tires.
- **NEVER** operate your equipment at excessive speeds or speeds not justified for field or road conditions.
- **MAKE** every effort to avoid running over objects that may damage the tire through impact or cutting.
- **ALWAYS** use specialized tools as recommended by tire suppliers for mounting and demounting tires.
- **BEFORE** loosening any nuts or clamps that attach a multi-piece rim assembly to a vehicle, always completely deflate the tire (both tires in a dual assembly) by taking out the valve cores.
- **NEVER** attempt to demount a tire from a rim unless you are certain that the tire is completely deflated. Failure to follow this practice may cause the assembly to burst with force sufficient to cause serious injury or death.
- **ALWAYS** inspect inside of the tire for loose cords, cuts, penetrating objects or other carcass damage. Repairable damage should be repaired before installing tube. Tires with unreparable damage should be discarded.
- **ALWAYS** check rim diameter to be certain it exactly matches the rim diameter molded on the tire.

SAFETY WARNING

IMPORTANT: MAINTAIN YOUR TIRES FOR SAFETY AND MAXIMUM PERFORMANCE

- Any tire, no matter how well constructed may fail in use as a result of punctures, impact damage, improper inflation or other conditions resulting from use. Tire failures may create a risk of personal injury or property damage. To reduce the risk of tire failure, we strongly recommend the following:
- **CHECK** the inflation pressure in your tires weekly when the tires are cool. Do not reduce or add pressure when the tires are hot. Use an accurate air pressure gauge with one-second graduations and maintain the inflation pressure at the pressure recommended by the equipment manufacturer. Remember - under inflation and over inflation are the most common causes of sudden air loss in any kind of tire and may result in unexpected loss of equipment or accidents.
 - **NEVER** use any rim part that is bent, pitted from corrosion, cracked or worn. These are unrepairable parts and must be discarded so that they cannot be used. Remove rust, dirt or foreign material from rim parts.
 - **NEVER** install tubes that have buckled or crumpled.
 - **NEVER** substitute an inner tube for a repair.
 - **ALWAYS** use new tubes in new tires.
 - **NEVER** use a tube in a casing larger or smaller than that for which the tube was designed by the manufacturer.
 - **ALWAYS** check to be certain the tube is clean before installing in a tire.
 - **ALWAYS** lubricate with only approved tire mounting lubricant or mild vegetable oil soap solution. Never use antifreeze, silicone or petroleum based lubricants as this will damage the tire.
 - **NEVER** hit the tire or rim with a hammer.
 - **NEVER** use a rim part (unless you can identify it) from the manufacturer's stamped markings. If you cannot identify a part it must be destroyed.
 - **ALWAYS** use extension hose with gauge and slip-on chuck so that you may stand aside during inflation.
 - **ALWAYS** use a safety cage or other restraining device when inflating a tire off the vehicle. Also use and extension hose with in-line air gauge and clip on air chuck which allows the operator to stand clear of the trajectory path.
 - **ALWAYS** inspect valve cores for proper air retention. Replace damaged or leaky cores.
 - **ALWAYS** use sealing valve caps to prevent loss of air or fluid.
 - **ALWAYS** inflate tire to tire or vehicle manufacturer's recommended cold inflation pressure for the tire's intended service.
 - **ALWAYS** inflate tube type tires to the recommended service pressure without the valve core installed, then completely deflate the tire to prevent venting in the tube. Then insert the valve core and re-inflate the tire to the recommended service pressure as specified for the tire and/or rim.
 - **ALWAYS** inspect the inside of the tire for dirt, liquids or foreign material and remove before installing tube and mounting.

FOR SERVICE ASSISTANCE OR INFORMATION:

1. Contact the nearest Authorized Titan Tire Dealer (Can be found on Webster www.titan-tire.com)
2. If additional assistance is required:
 - Email: warranty@ttan.com
 - Write to: Titan Tire Corporation, Warranty Department, 2345 E. Market Street, Des Moines, IA 50317-1697

DEFINITION

Off-Road tires are defined as tires whose principal application is for specialized service in other than normal highway operation and which do not bear a DOT mark indicating they are for highway use under federal law. This Limited Warranty does include Harbortred and Logcar Lug (LS2) tires but does not include, among others, agricultural or industrial tires.

ELIGIBILITY

This Limited Warranty applies to the owner/user of Titan Tire manufactured Titan and General brand Off-Road and Goodyear and General brand LS2 tires. This Limited Warranty applies only to the original purchaser and is not transferrable to any other party. Valid manufacturer serial numbers must be present on the sidewall of the tires. Tires marked as "NA", "USED", X'd by the serial number, cut above or below the serial number or serial number cut out are not eligible for warranty consideration.

COVERAGE

This Limited Warranty is in effect for eligible tires sold on or after January 1, 2009. Any tire that becomes unserviceable from a covered warranty condition will, at the option of Titan Tire, be repaired or replaced with a comparable new Titan manufactured tire, discounted on a pro-rata basis or at Titan's option, an appropriate credit will be issued. The customer charge for replacement will be determined by multiplying year, the customer's current replacement tire buying price from the servicing location, by the percentage determined from the following charts based on the rim diameter of the adjusted tire.

Only DTR tires used within the published design specifications by Titan Tire and the Tire & Rim Association are eligible for warranty consideration. Any use outside of such specifications automatically voids the Limited Warranty. Please consult the Titan Website, the Titan Catalogue and the Tire & Rim Association Yearbook, etc. for design specifications.

FOR HOW LONG

This Limited Warranty is effective for a period of 4 years from the purchase date of the tire for 24" through 35" rim diameter DTR tires and for a period of 2 years from the purchase date of the tire for 45" through 73.5" rim diameter DTR tires as specified in the "Sightability" section of this document. If proof of purchase is not available, the date of manufacture will be used and can be determined for each tire by the tire serial number.

WHAT IS NOT COVERED

Tires presented for adjustment beyond the time sightability requirements listed under "Tire How Long".
Tire damage or failure due to: punctures, bruises, impact breaks, cuts, cut operations, flex breaks, snags, tread tearing, churning, machine damage, fire or other extreme temperature exposure, lightning, contact with power lines, improper inflation (under inflation / over inflation), overloading, misapplication, misuse, negligence, racing or pulling contests, operation at excessive speed, running flat, rim or chain damage or studs.
Tire damage or failure caused by: Vehicle accidents, improper operation or maintenance, brake shock absorbers or similar mechanical problems or abusive driving such as tire spinning.

Tire damage or failure resulting from: Handling, improper mounting or demounting, damaged wheel and rim components, wheel misalignments, improper storage or vandalism, tire / wheel assembly imbalance, mismatching of adjacent tires, chemical or petroleum damage, use of improper tools, use of improper O-rings use of nonapproved rim, broken or tilted beads, intentional alteration of either the appearance or physical characteristics of the tire.

Titan Tire does not warrant and will not give credit in any adjustment transaction for any kind of material added to the tire after leaving a Titan factory, nor will it adjust any tire which has failed as a result of adding any such material. (EXAMPLE: Tire fillers, sealants, balancing substances, liquid ballast, solid fill such as urethane, etc.)

UP TO 39" RIM DIAMETER	
TIME IN SERVICE	PERCENT TIRE WEAR
Less than 6 months	Actual percent wear will be calculated for replacement
6 months to 1 year	10% 20% 30% 40% 50% 60% 70% 80% 100%
Less than 2 years	20% 30% 40% 50% 60% 70% 80% 90% 100%
Less than 3 years	45% 55% 65% 75% 85% 95% 100% 100% 100%
Less than 4 years	70% 80% 90% 90% 90% 100% 100% 100% 100%
Over 4 years	Warranty ends 4 years after date of purchase

OVER 39" RIM DIAMETER	
TIME IN SERVICE	PERCENT TIRE WEAR
Less than 6 months	10% 20% 30% 40% 50% 60% 70% 80% 100%
6 months to 1 year	25% 35% 45% 55% 65% 75% 85% 95% 100%
13 to 18 months	45% 55% 65% 75% 85% 95% 100% 100% 100%
19 to 24 months	65% 75% 85% 95% 100% 100% 100% 100% 100%
Over 24 months	Warranty ends 24 months after date of purchase

The charge for the replacement will be calculated by multiplying your normal buying price from the servicing location, current at time of adjustment, by the percentage determined from the tables shown.

WHAT IS NOT COVERED (continued)

This Limited Warranty does not cover or extend to loss of time, inconvenience or loss of use of vehicle, or to consequential or incidental damage.

This limited warranty is in lieu of all other warranties, expressed or implied, including but not limited to, warranties of merchantability or fitness for a particular purpose. Titan Tire expressly disclaims all implied warranties, including but not limited to, warranties of, including but not limited to, warranties of merchantability or fitness for a particular purpose. Some states do not permit such a disclaimer for these states, any implied warranties, including but not limited to, any warranty of merchantability or fitness for a particular purpose, are limited in duration of this written warranty.

This is the only express warranty made by Titan Tire. No Titan Tire employee, retailer, or dealer has the authority to make any warranty, representation, promise or agreement on behalf of Titan Tire except as expressly written in the Limited Warranty.

To the extent permitted by law, Titan Tire disclaims liability for all consequential and incidental damages. The remedies set forth in this limited warranty are the sole and exclusive remedies for breach of warranty. Some states do not allow the limitation or limitation of incidental or consequential damages. So the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights which may vary from state to state or province to province.

In observance of Federal Law, this warranty has been designated as a "Limited Warranty". Titan Tire does not intend to represent through this Limited Warranty that a tire failure cannot occur.

OWNER'S OBLIGATION

To make a claim under this Limited Warranty, you, the owner or your authorized agent, must present your claim with the tube to an authorized Titan Tire Dealer. For contact information see the back cover for address and telephone numbers or go to www.titan-tire.com.

No claim will be recognized unless submitted on a "Titan Tire DTR/LS2 Request For Warranty Consideration" form (to be supplied by the Titan Tire Dealer). This form must be completely and accurately filled out and signed by you, the owner or authorized agent, for the tire presented for adjustment.

Machine pay/del, cycle and productivity information must be provided upon request. In addition, the vehicle end/or site on which the tire(s) was/were in use must be available for inspection upon request.

You are responsible for payment of all applicable taxes and charges incurred during replacement or repair of tires including dismounting, mounting and balancing. You are also responsible for payment for tire disposal, rotation, alignment, towing, road service, liquid ballast, sealant, valve stem or any parts and service ordered.

TIRE CARE AND MAINTENANCE

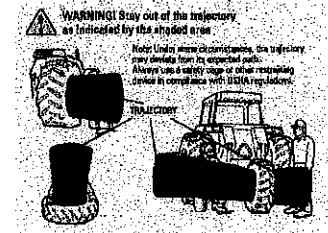
To prevent serious personal injury and/or premature wear out or tire failure, the following measures are strongly recommended.

- **DO NOT OVERLOAD:** Tires loaded beyond their maximum allowable loads for the particular application may build up excessive heat that may result in sudden tire failure.
- **INSPECT YOUR TIRES:** A tire that does not hold air pressure for a reasonable period of time should be suspect and immediately investigated and any condition found properly corrected. Regular inspections of tires for cuts, bulges and cracks should be done on site.
- **APPROVED REPAIRS:** Use of repair procedures that are not RMA approved may lead to tire failure. Certain punctures of tires may be repaired. Check with your servicing tire dealer or a qualified tire mechanic. Only approved repairs are acceptable. NEVER use an inner tube to repair a tire. External plug repairs, without inside repair, are not acceptable. DANGER: Improper repairs may lead to sudden air loss and tire failure. Note: Tires does not warranty tires that have been repaired.
- **PROPER STORAGE:** Store tires in a cool place away from sources of heat and ozone such as hot pipes, electric generators or DC batteries. Be sure that surfaces on which tires are stored are clean and free from grease, gasoline or other substances which may cause the rubber to deteriorate.

SAFETY WARNING

DANGER - MOUNTING AND DISMOUNTING

- **DANGER:** Mounting and dismounting tires on rims can be dangerous. Using procedures which have not been approved by the Rubber Manufacturers Association (RMA) may result in a violent tire explosion and serious personal injury or fatality. Only mount or tire on a rim that is marked clearly with a size that exactly matches the tire. The mounting is a job for a professional - your servicing dealer or qualified tire mechanic. If you are not trained in RMA approved procedures DO NOT ATTEMPT THESE OPERATIONS! Damaged rims must be replaced. Valves may leak, particularly old ones, new tires deserve new valves. Always use valve caps, as well. NEVER stand near any tire during inflation.
- **WARNING:** Only people specially trained in RMA tire mounting procedures should mount tires. Under inflation, over inflation or overloading can cause a sudden tire failure. Inspect tires regularly and immediately have damage and punctures properly repaired. Improper repairs may cause a sudden tire failure. Heat buildup and excessive flexing due to under inflation and/or over inflation are the major causes of sudden tire failure.



Firestone

WARRANTIES

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RADIAL TIRES

Firestone

TIRES COVERED

This Limited Warranty covers all original-tread Firestone brand radial agricultural tires, including "Destination Farm" tires, purchased or manufactured after January 1, 2009, (except tires made for or used in pulling contests) if they are used in normal agricultural service. It does not cover tires marked "NO ADJ" or "NA" (non-adjustable), or tires not containing the Firestone serial number. Tires branded DT (damaged tire) are not adjustable for appearance. Tires are adjustable for ride-related conditions only during the first six months of service and up to 1/32nd of an inch of treadwear.

WHAT IS WARRANTED

If, before wearing down to 2/32nds of an inch of tread or bar depth remaining, any tire covered by this Limited Warranty becomes unusable for any reason within the manufacturer's control, such tire will be replaced with an equivalent new Firestone tire on the basis set forth in the section titled "Limited Warranty Period and Pro Rata Percentages" on the following page. Some examples of causes or conditions normally beyond the manufacturer's control are:

1. Field or road hazards or stubble damage (e.g. cut, snag, puncture, stubble damage, impact break, tear or chunk in tread, bar or shoulder);
2. Apparent overload or improper inflation pressure or abuse;
3. Wheel misalignment, rim slip, tire/wheel assembly imbalance, mismatching of adjacent tires, or other vehicle conditions, defects or characteristics;

4. Conditions caused by land-leveling or earthmoving operations;
5. Improper repair or improper insertion of sealant, balancing, or filler materials;
6. Intentional alteration of either the appearance or the physical characteristics of the tire;
7. Mounting damage or conditions caused by aging or improper storage; and
8. Failure to observe any of the "Owner-User's Obligations" items listed elsewhere in this publication.

This Limited Warranty is in addition to, and/or may be limited by, any other applicable written warranty you may have received concerning special tires or situations.

LIMITED WARRANTY PERIOD AND PRO RATA PERCENTAGES

During the first two years of service (proof-of-purchase must be attached to claim form), if the tire is worn less than 25%, the tire will be replaced without charge including normal mounting and service charges.

After the free replacement period, the replacement price will be prorated based on years of service from the original purchase date (proof-of-purchase must be attached to claim form, or if proof-of-purchase is not available or if tire was not purchased new, then based on years from date of manufacture, which is molded into the sidewall of the tire) as set forth on the following page.

Years of Service or Age During	If Worn Less Than	Pro Rata Collection
3rd Year	30%	30%
4th Year	40%	40%
5th Year	50%	50%
6th Year	60%	60%
7th Year	70%	70%
8th Year	80%	80%
9th Year	90%	90%

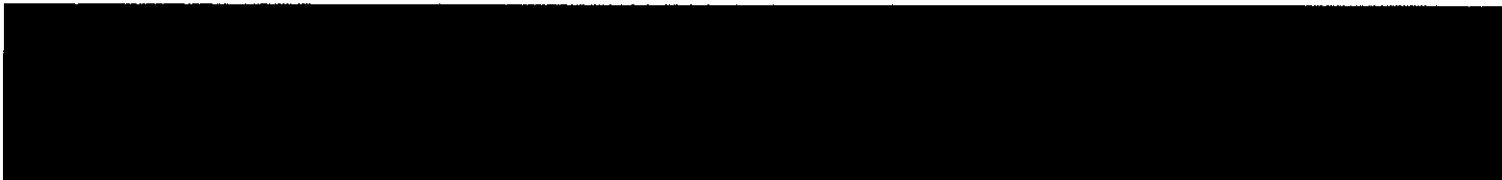
After the end of the 9th Year, coverage expires. 100%

To determine the replacement price, the appropriate pro rata percentage is multiplied by the Firestone owner-user's regular buying price. Appropriate taxes, mounting, or other service charges will be added to the replacement price.

CONDITIONS AND EXCLUSIONS

To the extent permitted by law, Bridgestone Americas Tire Operations, LLC disclaims all warranties express or implied other than the warranties stated in this Limited Warranty, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

TO THE EXTENT PERMITTED BY LAW, BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC DISCLAIMS LIABILITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES, LOSS OF TIME OR PROFITS, LOSS OF VEHICLE USE, OR INCONVENIENCE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.



Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you.

The obligation of Bridgestone Americas Tire Operations, LLC under this Limited Warranty and Commercial Adjustment Policy may not be enlarged or altered by anyone.

Only the actual owner-user of the covered tires may make an adjustment claim under this Limited Warranty and Commercial Adjustment Policy and only for tires used in the 50 United States and the District of Columbia.

Nothing in this Limited Warranty is intended to be a representation that failures cannot occur.

OWNER-USER'S OBLIGATIONS

Proper tire care is necessary to obtain maximum hours of usage and wear.

The owner-user's obligations are to operate tires within tire load and speed limits (at cold air pressures specified by Bridgestone Americas Tire Operations, LLC for load and speed according to individual tire size, type, and load capacity) and to maintain proper alignment of wheels.

In case of an adjustment claim, the owner-user must present the tire to an authorized Firestone dealer or store, complete and sign the customer section of the adjustment claim form, attach to the claim form a copy of the proof-of-purchase showing the date the tire was purchased new or proof-of-purchase of the new agricultural equipment that the tire came on, and pay the appropriate replacement price, taxes and service charges for a new, current equivalent Firestone brand tire.



BIAS TIRES

Firestone

TIRES COVERED

This Limited Warranty covers all original-tread Firestone brand bias ply agricultural tires, including rears, floats, fronts and implements, purchased or manufactured after January 1, 2009 (except tires made for or used in pulling contests) if they are used in normal agricultural service. It does not cover tires marked "NO ADJ" or "NA" (non-adjustable), or tires not containing the Firestone serial number. Tires branded DT (damaged tire) are not adjustable for appearance. Tires are adjustable for ride-related conditions only during the first six months of service and up to 1/32nd of an inch of treadwear.

WHAT IS WARRANTED

If, before wearing down to 2/32nds of an inch of tread or bar depth remaining, any tire covered by this Limited Warranty becomes unusable for any reason within the manufacturer's control, such tire will be replaced with an equivalent new Firestone tire on the basis set forth in the section titled "Limited Warranty Period and Pro Rata Percentages" on the following page. Some examples of causes or conditions normally beyond the manufacturer's control are:

1. Field or road hazards or stubble damage (e.g. cut, snag, puncture, stubble damage, impact break, tear or chunk in tread, bar or shoulder);
2. Apparent overload or improper inflation pressure or abuse;
3. Wheel misalignment, rim slip, tire/wheel assembly imbalance, mismatching of adjacent tires, or other vehicle conditions, defects or characteristics;

4. Conditions caused by land-leveling or earthmoving operations;
5. Improper repair or improper insertion of sealant, balancing, or filler materials;
6. Intentional alteration of either the appearance or the physical characteristics of the tire;
7. Mounting damage or conditions caused by aging or improper storage; and
8. Failure to observe any of the "Owner-User's Obligations" items listed elsewhere in this publication.

This Limited Warranty is in addition to, and/or may be limited by, any other applicable written warranty you may have received concerning special tires or situations.

LIMITED WARRANTY PERIOD AND PRO RATA PERCENTAGES

During the first year of service (proof-of-purchase must be attached to claim form), if the tire is worn less than 10%, the tire will be replaced without charge including normal mounting and service charges.

After the free replacement period, the replacement price will be prorated based on years of service from the original purchase date (proof-of-purchase must be attached to claim form, or if proof-of-purchase is not available or if tire was not purchased new, then based on years from date of manufacture, which is molded into the sidewall of the tire) as set forth on the following page.

Years of Service or Age During	If Worn Less Than	Pro Rata Collection
2nd Year	20%	20%
3rd Year	40%	40%
4th Year	50%	50%
5th Year	60%	60%
6th Year	70%	70%
7th Year	80%	80%
8th Year	90%	90%


After the end of the 8th Year, coverage expires. 100%

To determine the replacement price, the appropriate pro rata percentage is multiplied by the Firestone owner-user's regular buying price. Appropriate taxes, mounting, or other service charges will be added to the replacement price.

CONDITIONS AND EXCLUSIONS

To the extent permitted by law, Bridgestone Americas Tire Operations, LLC disclaims all warranties express or implied other than the warranties stated in this Limited Warranty, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

TO THE EXTENT PERMITTED BY LAW, BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC DISCLAIMS LIABILITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES, LOSS OF TIME OR PROFITS, LOSS OF VEHICLE USE, OR INCONVENIENCE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.



Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you.

Only the actual owner-user of the covered tires may make an adjustment claim under this Limited Warranty and Commercial Adjustment Policy and only for tires used in the 50 United States and the District of Columbia.

Nothing in this Limited Warranty is intended to be a representation that failures cannot occur.

OWNER-USER'S OBLIGATIONS

Proper tire care is necessary to obtain maximum hours of usage and wear.

The owner-user's obligations are to operate tires within tire load and speed limits (at cold air pressures specified by Bridgestone Americas Tire Operations, LLC for load and speed according to individual tire size, type, and load capacity) and to maintain proper alignment of wheels.

In case of an adjustment claim, the owner-user must present the tire to an authorized Firestone dealer or store, complete and sign the customer section of the adjustment claim form, attach to the claim form a copy of the proof-of-purchase showing the date the tire was purchased new or proof-of-purchase of the new agricultural equipment that the tire came on, and pay the appropriate replacement price, taxes and service charges for a new, current equivalent Firestone brand tire.

The obligation of Bridgestone Americas Tire Operations, LLC under this Limited Warranty and Commercial Adjustment Policy may not be enlarged or altered by anyone.



STUBBLE DAMAGE

Firestone

STUBBLE DAMAGE POLICY

TIRES COVERED

The Firestone Stubble Damage Policy covers all qualified Firestone brand radial and bias rears (R-1, R-1W, R-2, R-3), "Stubble Stomper" and "Destination Farm" tires purchased new or manufactured after January 1, 2009, and used in normal agricultural service. This Stubble Damage Policy does not cover tires marked "NO ADJ" or "NA" (non-adjustable), tires made for or used in pulling contests, or tires not bearing the Firestone serial number.

POLICY CONDITIONS

Only the original purchaser of the covered tire or of the agricultural equipment the tire came on may make an adjustment claim under this Stubble Damage Policy. If, in normal agricultural service, a Firestone tire covered by this Stubble Damage Policy becomes unusable or not repairable due to stubble damage, such tire will be replaced with an equivalent new Firestone tire on a pro rata basis as set forth on the following page. You must pay as a replacement price the appropriate pro rata percentage of the owner-user's regular buying price. You must also pay mounting, service charges, and applicable taxes.

This Stubble Damage Policy is a statement of adjustment policy coverage only. Nothing in this Stubble Damage Policy is intended to be a warranty against stubble damage or representation that failures cannot occur. Bridgestone Americas Tire Operations, LLC disclaims all warranties, express or implied, in respect of stubble damage, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

STUBBLE DAMAGE POLICY AND PRO RATA PERCENTAGES

The replacement price will be prorated based on years of service based on proof-of-purchase date as follows:

Years of Service or Age During	If Worn Less Than	Pro Rata Collection
1st Year	25%	25%
2nd Year	50%	50%
3rd Year	75%	75%

After the end of the 3rd Year, coverage expires. 100%

To determine the replacement price, the appropriate pro rata percentage is multiplied by the owner-user's regular buying price. Appropriate taxes, mounting, or other service charges will be added to the replacement price.

POLICY EXCLUSIONS

TO THE EXTENT PERMITTED BY LAW, BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC DISCLAIMS LIABILITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES, LOSS OF TIME OR PROFITS, LOSS OF VEHICLE USE, OR INCONVENIENCE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you.

This Stubble Damage Policy does not cover broken beads, damage due to run flat, abuse, land leveling, vehicle projection, accident, collision, fire or vandalism. Only the original owner-user of the covered tires may make an adjustment claim under this Stubble Damage Policy and only for tires used in the 50 United States and the District of Columbia.

OWNER-USER'S OBLIGATIONS

The owner-user's obligations are to operate tires within tire load and speed limits (at cold air pressures specified by Bridgestone Americas Tire Operations, LLC for load and speed according to individual tire size, type, and load capacity) and to maintain proper alignment of wheels. To reduce stubble damage, the owner-user must:

1. Set the tire spacing to run between rows – not on stubble.
2. Use mechanical devices readily available through equipment manufacturers to knock down stubble.
3. Make first tillage pass parallel to the rows.

In case of an adjustment claim, the owner-user must present the tire to an authorized Firestone dealer or store, complete and sign the customer section of the adjustment claim form, attach to the claim form a copy of the proof-of-purchase showing the date the tire was purchased new, or proof-of-purchase of the new agricultural equipment that the tire came on, and pay the appropriate replacement price, taxes, mounting and service charges for a new, current equivalent Firestone brand tire.

The obligation of Bridgestone Americas Tire Operations, LLC under this Stubble Damage Policy may not be enlarged or altered by anyone.



FIELD HAZARD

FIELD HAZARD POLICY

TIRES COVERED

The Firestone Field Hazard Policy covers all qualified Firestone brand radial and bias rears (R-1, R-1W, R-2, R-3), and "Stubble Stomper" tires purchased new or manufactured after January 1, 2009, and used in normal agricultural service. This Field Hazard Policy does not cover tires marked "NO ADJ" or "NA" (non-adjustable), tires made for or used in pulling contests, or tires not bearing the Firestone serial number.

POLICY CONDITIONS

Only the original purchaser of the covered tire or of the agricultural equipment the tire came on may make an adjustment claim under this Field Hazard Policy. If, in normal agricultural service, a Firestone tire covered by this Field Hazard Policy becomes unusable or not repairable due to field hazard, such tire will be replaced with an equivalent new Firestone tire on a pro rata basis as set forth on the following page. You must pay as a replacement price the appropriate pro rata percentage of the owner-user's regular buying price. You must also pay mounting, service charges, and applicable taxes. This Field Hazard Policy is a statement of adjustment policy coverage only. Nothing in this Field Hazard Policy is intended to be a warranty against field hazards or a representation that failures cannot occur. Bridgestone Americas Tire Operations, LLC disclaims all warranties, express or implied, in respect of field hazards, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

FIELD HAZARD POLICY AND PRO RATA PERCENTAGES

The replacement price will be prorated based on years of service based on proof-of-purchase date as follows:

Years of Service or Age During	If Worn Less Than	Pro Rata Collection
1st Year	25%	50%
2nd Year	50%	75%

After the end of the 2nd Year, coverage expires. 100%

To determine the replacement price, the appropriate pro rata percentage is multiplied by the owner-user's regular buying price. Appropriate taxes, mounting, or other service charges will be added to the replacement price.

POLICY EXCLUSIONS

TO THE EXTENT PERMITTED BY LAW, BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC DISCLAIMS LIABILITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES, LOSS OF TIME OR PROFITS, LOSS OF VEHICLE USE, OR INCONVENIENCE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you.

BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC
AGRICULTURAL TIRE DIVISION

This Field Hazard Policy does not cover broken beads, damage due to run flat, abuse, land leveling, vehicle projection, accident, collision, fire or vandalism. Only the original owner-user of the covered tires may make an adjustment claim under this Field Hazard Policy and only for tires used in the 50 United States and the District of Columbia.

OWNER-USER'S OBLIGATIONS

The owner-user's obligations are to operate tires within tire load and speed limits (at cold air pressures specified by Bridgestone Americas Tire Operations, LLC for load and speed according to individual tire size, type, and load capacity) and to maintain proper alignment of wheels.

In case of an adjustment claim, the owner-user must present the tire to an authorized Firestone dealer or store, complete and sign the customer section of the adjustment claim form, attach to the claim form a copy of the proof-of-purchase showing the date the tire was purchased new or proof-of-purchase of the new agricultural equipment that the tire came on, and pay the appropriate replacement price, taxes, mounting and service charges for a new, current equivalent Firestone brand tire.

The obligation of Bridgestone Americas Tire Operations, LLC under this Field Hazard Policy may not be enlarged or altered by anyone.



FORESTRY TIRES

LIMITED WARRANTY
FOR FIRESTONE FORESTRY TIRES

Firestone

LIMITED WARRANTY
FOR FIRESTONE FORESTRY TIRES

LIMITED WARRANTY
FOR FIRESTONE FORESTRY TIRES

TIRES COVERED

This Limited Warranty covers original tread Firestone brand logger service, wire tread ply tires if they are used in normal logging service. It does not cover tires marked "NO ADJ" or "NA" (non-adjustable), or tires not containing the Firestone serial number. Tires branded DT (damaged tire) are not adjustable for appearance.

WHAT IS WARRANTED

If, before wearing down to 2/32nds of an inch of tread or bar depth remaining, and before the end of the fifth year of service (proof-of-purchase required) or before the end of the fifth year from date of manufacture (date molded in sidewall of tire); any tire covered by this Limited Warranty becomes unusable for any reason within the manufacturer's control, such tire will be replaced with an equivalent new Firestone tire on the basis set forth in the section titled "Replacement Price" below. Some examples of causes or conditions normally beyond the manufacturer's control are:

1. Forest or road hazards (e.g., cut, snag, puncture, impact, bruise break, stone drill, projection rub, tear or chunk in tread, bar or shoulder);
2. Apparent overload or improper inflation pressure;
3. Wheel misalignment, rim slip, tire/wheel assembly imbalance, mismatching of adjacent tires or other vehicle conditions, defects or characteristics;
4. Improper repair or improper insertion of sealant, or improper balancing of filler materials;

5. Intentional alteration of either the appearance or the physical characteristics of the tire;
6. Conditions caused by aging or improper storage or severe service;
7. Failure to observe any of the "Owner-User's Obligations" items listed elsewhere in this publication;
8. Mounting damage or other abuse.

For logger tires used in normal logging service, this Limited Warranty ends at the end of the fifth year of service if proof-of-purchase is available, or at the end of the fifth year from date of manufacture if no proof-of-purchase is available.

For logger tires used in earthmoving service, this Limited Warranty ends after the fifth year of service if proof-of-purchase is available, or at the end of the fifth year from date of manufacture if no proof-of-purchase is available.

This Limited Warranty is in addition to, and/or may be limited by, any other applicable written warranty you may have received concerning special tires or situations.

REPLACEMENT PRICE

Tires adjusted under this Limited Warranty will be replaced free of charge (except for mounting and service fees) during the first 10% of treadwear; thereafter, to determine the replacement price, the percent of treadwear is multiplied by the owner-user's regular buying price. Taxes, mounting fees or other service charges will be added to the replacement price.

LIMITED WARRANTY
FOR FIRESTONE FORESTRY TIRES

LIMITED WARRANTY
FOR FIRESTONE FORESTRY TIRES

CONDITIONS AND EXCLUSIONS

To the extent permitted by law, Bridgestone Americas Tire Operations, LLC disclaims all warranties express or implied other than the warranties stated in this Limited Warranty, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

TO THE EXTENT PERMITTED BY LAW, BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC DISCLAIMS LIABILITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES, LOSS OF TIME OR PROFITS, LOSS OF VEHICLE USE, AND INCONVENIENCE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Only the actual owner-user of the covered tires may make an adjustment claim under this Limited Warranty and Commercial Adjustment Policy and only for tires used in the 50 United States and the District of Columbia.

Nothing in this Limited Warranty is intended to be a representation that failures cannot occur.

OWNER-USER'S OBLIGATIONS

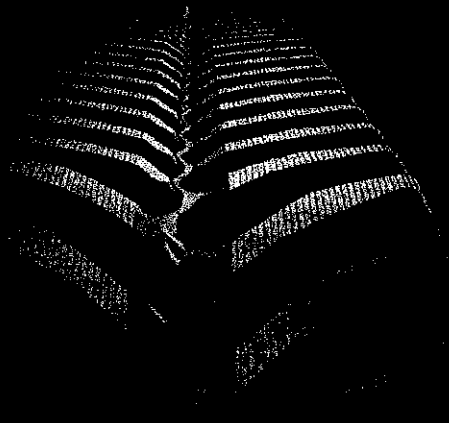
Proper tire care is necessary to obtain maximum hours of usage and wear. The owner-user's obligations are to operate tires within tire load and speed limits (at cold air pressures specified by Bridgestone Americas Tire Operations, LLC for load and speed according to individual

tire size, type, and load capacity) and to maintain proper alignment of wheels.

In case of an adjustment claim, the owner-user must present the tire to an authorized Firestone forestry dealer or store, complete and sign the customer section of the adjustment claim form, attach to the claim form a copy of the proof-of-purchase showing the date the tire was purchased new or proof-of-purchase of the new logger equipment that the tire came on, and pay the appropriate replacement price, taxes and service charges for a new, current equivalent Firestone brand tire.

The obligation of Bridgestone Americas Tire Operations, LLC under this Limited Warranty and Commercial Adjustment Policy may not be enlarged or altered by anyone.

BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC
AGRICULTURAL DIVISION



AGRICULTURAL RUBBER TRACKS

**LIMITED PRO RATA WARRANTY –
AGRICULTURAL USE**
FOR FIRESTONE-BRANDED AGRICULTURAL
RUBBER TRACKS

EFFECTIVE JULY 1, 2015

Firestone

LIMITED WARRANTY
FOR FIRESTONE AGRICULTURAL USE TRACKS

TRACKS COVERED

This Limited Warranty covers all new Firestone-branded Agricultural Rubber Tracks, used in normal agricultural service, when purchased from a Bridgestone Americas Tire Operations, LLC (BATO) authorized dealer or distributor (the "Covered Ag Tracks").

WHAT IS WARRANTED

Subject to the terms, limitations and exclusions of this Limited Warranty, BATO warrants to the original end user of the Covered Ag Tracks that if the track becomes unusable for any reason within the manufacturer's control within forty-eight (48) months from the date of purchase or 4,000 hours of operation, whichever occurs first, such track will be replaced with an equivalent new Firestone-branded Agricultural Rubber Track on the basis set forth in the section on the following page titled "Limited Warranty Period and Pro Rata Percentages."

WHAT IS NOT WARRANTED

1. Any damage occurring in shipment.
2. Any damage caused during installation.
3. Normal wear and tear.
4. Tracks used for any non-agricultural or industrial applications or services.
5. Any damage caused by or attributable to improper undercarriage maintenance, use of undercarriage components or other components that are not original equipment manufacturer (OEM) specification.
6. Any damage caused by use of the Covered Ag Tracks on a gear tooth drive system (positive drive system).

LIMITED WARRANTY
FOR FIRESTONE AGRICULTURAL USE TRACKS

7. Any damage caused by or attributable to unauthorized alterations, modifications or repairs (including without limitation any modification or replacement of guide blocks, tread bars, lugs or other parts or accessories), or failure to comply with BATO recommendations on use or maintenance of the Covered Ag Tracks.
8. Any damage caused by use in inappropriate environmental conditions, or any other use outside of BATO's recommendations or specifications.
9. Any damage caused by accident, misuse, abuse, overload, sabotage, neglect, mishandling, misapplication, faulty installation or Acts of God or nature or other factors beyond BATO's control.

This Limited Warranty only covers Covered Ag Tracks that are unserviceable or unusable, and does not cover minor cosmetic deficiencies such as surface cracks, splits and other superficial distress that may impact track appearance but does not render the track unusable or measurably diminish overall life.

This Limited Warranty does not cover the cost of removing the Covered Ag Tracks or installing a replacement product.

WARRANTY CLAIMS PROCEDURE

Warranty claims must be submitted with proof of purchase of the Covered Ag Tracks to the nearest BATO Agricultural Products Location within fifteen (15) days after the date of the incident giving rise to the warranty claim along with photographs of the damaged area. At the sole option of BATO, the Covered Ag Track must be available for

LIMITED WARRANTY
FOR FIRESTONE AGRICULTURAL USE TRACKS

inspection at the claimant's expense. BATO, at its sole discretion, shall examine the Covered Ag Track and determine whether damage to the Covered Ag Track was a result of workmanship and, if so, determine the applicable remedy. Warranty claim forms are available from a BATO authorized distributor or dealer.

LIMITED WARRANTY PERIOD AND PRO RATA PERCENTAGES

If BATO determines a Covered Ag Track is unusable due to a condition covered by the Limited Warranty during Service Months (as defined on the following page) 0 through 12 and Service Hours 0 through 1,000, and with a Tread Wear Rate (as defined on the following page) of less than 25%, the Covered Ag Track shall be replaced, without charge, by a new Firestone-branded Agricultural Rubber Track.

If BATO determines the Covered Ag Track is unusable due to a condition covered by the Limited Warranty after the 12th Service Month, 1,000th Service Hour or after the Tread Wear Rate is greater than 25%, such Covered Ag Track shall be eligible for replacement with a new Firestone-branded Agricultural Rubber Track at a prorated purchase price calculated by the customer's normal buying price multiplied by the Pro Rata Collection percentage in the table on the following page. The Pro Rata Collection Percentage shall be determined using the Service Months, Service Hours or the Tread Wear Rate, whichever produces the greater Pro Rata Collection Percentage.

LIMITED WARRANTY
FOR FIRESTONE AGRICULTURAL USE TRACKS

LIMITED WARRANTY
FOR FIRESTONE AGRICULTURAL USE TRACKS

Pro Rata Collection Percentage Table

0-12	0-1,000	< 25%	0%
12-24	1,001-2,000	26%-49%	25%
12-36	1,001-3,000	50%-74%	50%
12-48	1,001-4,000	>75%	75%
At the end of the 48th month or after 4,000 service hours coverage expires			100%

For the purpose of this Limited Warranty, (i) the "Service Month" means the period from the date of purchase (proof of purchase required) of the Covered Ag Track by the original end user to the month in which the Warranty Claim was made, (ii) the "Service Hour" means the actual number of hours of operation from the time the Covered Ag Track has been installed on a piece of equipment and (iii) "the Tread Wear Rate" means the percentage calculated based on the following formula, which percentage shall be determined by BATO based on the related information of each item of the following formula.

$$\text{TREAD WEAR RATE} = \frac{A - B}{A - C} \times 100$$

A = "Original Tread Depth" means the depth of the tread bars of the Covered Ag Tracks, which depth is originally designated by BATO at the time of sale.

B = "Average Measured Tread Depth" means the average of the measured depth of the tread bars of the Covered Ag Track at the time of the claim under this Limited Warranty. Measurement instructions to determine Average Measured Tread Depth can be found in the Firestone Agricultural Rubber Track Manual.

C = "Worn-Out Tread Depth" means the depth of the tread bars of the Covered Ag Track, which is designated by BATO as the limitation of use and service. The Worn-Out Tread Depth is 10 mm (0.4") of the original tread.

Claims made under this Limited Warranty are only allowed if the Average Measured Tread Depth is higher than the Worn-Out Tread Depth. If the Average Measured Tread Depth is lower than the Worn-Out Tread Depth, the Covered Ag Track is considered worn out and is no longer usable and a new Firestone Agricultural Rubber Track should be purchased at that time.

CONDITIONS AND EXCLUSIONS

Any Covered Ag Track replaced under the Limited Warranty with a new Firestone-branded Agricultural Rubber Track will be covered for the balance of the original Limited Warranty period. THIS IS THE ORIGINAL END USER'S SOLE AND EXCLUSIVE REMEDY, AND BATO'S ONLY OBLIGATION, FOR ANY DEFECTIVE FIRESTONE-BRANDED AGRICULTURAL RUBBER TRACK OR ANY BREACH OF WARRANTY WITH RESPECT TO THE FIRESTONE-BRANDED AGRICULTURAL RUBBER TRACK.

WARRANTY DISCLAIMER. OTHER THAN THE LIMITED WARRANTY DESCRIBED ABOVE, BATO MAKES NO EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, OR GUARANTEES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND EXCLUDED.

**LIMITED WARRANTY
FOR FIRESTONE AGRICULTURAL USE TRACKS**

**BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC
AGRICULTURAL DIVISION**

LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, BATO SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, DIRECT, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, OR ECONOMIC LOSS OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF REVENUES OR PROFITS) ARISING OUT OF THE USE OR INABILITY TO USE THE FIRESTONE-BRANDED AGRICULTURAL RUBBER TRACK, WHETHER BASED ON THEORIES OF WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER BATO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BATO'S LIABILITY FOR ANY DEFECTIVE FIRESTONE-BRANDED AGRICULTURAL RUBBER TRACK SHALL NOT IN ANY EVENT EXCEED THE PURCHASE PRICE FOR SUCH FIRESTONE-BRANDED AGRICULTURAL RUBBER TRACK.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you.

Only the actual owner-user of the Covered Ag Tracks may make an adjustment claim under this Limited Warranty and only for tracks used in the 50 United States and the District of Columbia.

Nothing in this Limited Warranty is intended to be a representation that failure cannot occur.



AGRICULTURAL RUBBER TRACKS

**LIMITED PRO RATA WARRANTY –
NON-AGRICULTURAL/INDUSTRIAL USE
FOR FIRESTONE-BRANDED AGRICULTURAL
RUBBER TRACKS USED FOR NON-AGRICULTURAL/
INDUSTRIAL USE**

EFFECTIVE JULY 1, 2015

Firestone

LIMITED WARRANTY

FOR FIRESTONE NON-AGRICULTURAL/INDUSTRIAL USE

LIMITED WARRANTY

FOR FIRESTONE NON-AGRICULTURAL/INDUSTRIAL USE

TRACKS COVERED

This Limited Warranty covers new All Traction Class 5 and All Traction Class 6 Firestone-branded Agricultural Rubber Tracks purchased from a Bridgestone Americas Tire Operations, LLC (BATO) authorized dealer that are used for non-agricultural/industrial use (the "Covered Rubber Tracks"). All Traction Class 3 and All Traction Class 4 Firestone-branded Agricultural Rubber Tracks are not subject to any warranty for non-agricultural/industrial use.

WHAT IS WARRANTED

Subject to the terms, limitations and exclusions of this Limited Warranty, BATO warrants to the original end user of the Covered Rubber Tracks that if the track becomes unusable for any reason within the manufacturer's control within twenty-four (24) months from the date of purchase or within 2,000 hours of operation, whichever occurs first, such track will be replaced with an equivalent new Firestone-branded Agricultural Rubber Track on the basis set forth in the section on the following page titled "Limited Warranty Period and Pro Rata Percentages."

WHAT IS NOT WARRANTED

1. Any damage occurring in shipment.
2. Any damage caused during installation.
3. Normal wear and tear.
4. Any damage caused by or attributable to improper undercarriage maintenance, use of undercarriage components or other components that are not original equipment manufacturer (OEM) specification.

5. All Traction Class 3 and All Traction Class 4 Firestone-branded Agricultural Rubber Tracks.
6. Any damage caused by use of the Covered Rubber Tracks on a gear tooth drive system (positive drive system).
7. Any damage caused by or attributable to unauthorized alterations, modifications or repairs (including without limitation any modification or replacement of guide blocks, tread bars, lugs or other parts or accessories), or failure to comply with BATO recommendations on use or maintenance of the Covered Rubber Tracks.
8. Any damage caused by use in inappropriate environmental conditions, or any other use outside of BATO's recommendations or specifications.
9. Any damage caused by accident, misuse, abuse, overload, sabotage, neglect, mishandling, misapplication, faulty installation or Acts of God or nature or other factors beyond BATO's control.

This Limited Warranty only covers Covered Rubber Tracks that are unserviceable or unusable, and does not cover minor cosmetic deficiencies such as surface cracks, splits and other superficial distress that may impact track appearance but does not render the track unusable or measurably diminish overall life.

This Limited Warranty does not cover the cost of removing the Covered Rubber Track or installing a replacement product.

WARRANTY CLAIMS PROCEDURE

Warranty claims must be submitted with proof of purchase of the Covered Rubber Tracks to the nearest BATO Rubber Tracks Products Location within fifteen (15) days after the

LIMITED WARRANTY
FOR FIRESTONE NON-AGRICULTURAL/INDUSTRIAL USE

LIMITED WARRANTY
FOR FIRESTONE NON-AGRICULTURAL/INDUSTRIAL USE

date of the incident giving rise to the warranty claim along with photographs of the damaged area. At the sole option of BATO, the Covered Rubber Track must be available for inspection at the claimant's expense. BATO, at its sole discretion, shall examine the Covered Rubber Track and determine whether damage to the Covered Rubber Track was a result of workmanship and, if so, determine the applicable remedy. Warranty claim forms are available from a BATO authorized distributor or dealer.

LIMITED WARRANTY PERIOD AND PRO RATA PERCENTAGES

If BATO determines a Covered Rubber Track is unusable due to a condition covered by the Limited Warranty during Service Months (as defined on the following page) 0 through 12 and Service Hours 0 through 1,000 and with a Tread Wear Rate (as defined on the following page) of less than 20%, the Covered Rubber Track shall be replaced, without charge, by a new Firestone-branded Agricultural Rubber Track.

If BATO determines the Covered Rubber Track is unusable due to a condition covered by the Limited Warranty after the 12th Service Month, the 1,000th Service Hour or after the Tread Wear Rate is greater than 20%, such Covered Rubber Track shall be eligible for replacement with a new Firestone-branded Agricultural Rubber Track at a pro-rated purchase price calculated by the customer's normal buying price multiplied by the Pro Rata Percentage in the table on the following page. The Pro Rata Collection Percentage shall be determined using the Service Months, Service Hours or the Tread Wear Rate, whichever produces the greater Pro Rata Collection Percentage.

Pro Rata Collection Percentage Table

0-12	0-1,000	0%	If Greater Than 20% Use Actual Usable Tread Wear Rate Percent

At the end of the 24th month or after 2,000 service hours coverage expires

13-24	1,001-2,000	30%	40%	60%	80%	100%

At the end of the 24th month or after 2,000 service hours coverage expires

For the purpose of this Limited Warranty, (i) the "Service Month" means the period from the date of purchase (proof of purchase required) of the Covered Rubber Track by the original end user to the month in which the Warranty Claim was made, (ii) the "Service Hour" means the actual number of hours of operation from the time the Covered Rubber track has been installed on a piece of equipment and (iii) "the Tread Wear Rate" means the percentage calculated based on the following formula, which percentage shall be determined by BATO based on the related information of each item of the following formula.

$$\text{TREAD WEAR RATE} = \frac{A - B}{A - C} \times 100$$

LIMITED WARRANTY
FOR FIRESTONE NON-AGRICULTURAL/INDUSTRIAL USE

A = "Original Tread Depth" means the depth of the tread bars of the Covered Rubber Track, which depth is originally designated by BATO at the time of sale.

B = "Average Measured Tread Depth" means the average of the measured depth of the tread bars of the Covered Rubber Track at the time of the claim under this Limited Warranty. Measurement instructions to determine Average Measured Tread Depth can be found in the Firestone Agricultural Rubber Track Manual.

C = "Worn-Out Tread Depth" means the depth of the tread bars of the Covered Rubber Track, which is designated by BATO as the limitation of use and service. The Worn-Out Tread Depth is 10 mm (0.4") of the original tread.

Claims made under this Limited Warranty are only allowed if the Average Measured Tread Depth is higher than the Worn-Out Tread Depth. If the Average Measured Tread Depth is lower than the Worn-Out Tread Depth, the Firestone-branded Agricultural Rubber Track is considered worn out and is no longer usable and a new Firestone-branded Agricultural Rubber Track should be purchased at that time.

CONDITIONS AND EXCLUSIONS

Any Covered Rubber Track replaced under the Limited Warranty with a new Firestone-branded Agricultural Rubber Track will be covered for the balance of the original Limited Warranty period. THIS IS THE ORIGINAL

LIMITED WARRANTY
FOR FIRESTONE NON-AGRICULTURAL/INDUSTRIAL USE

END USER'S SOLE AND EXCLUSIVE REMEDY, AND BATO'S ONLY OBLIGATION, FOR ANY DEFECTIVE FIRESTONE-BRANDED AGRICULTURAL RUBBER TRACK OR ANY BREACH OF WARRANTY WITH RESPECT TO THE FIRESTONE-BRANDED AGRICULTURAL RUBBER TRACK.

WARRANTY DISCLAIMER. OTHER THAN THE LIMITED WARRANTY DESCRIBED ABOVE, BATO MAKES NO EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, OR GUARANTEES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND EXCLUDED.

LIMITATION OF LIABILITY. BATO SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, DIRECT, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, OR ECONOMIC LOSS OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF REVENUES OR PROFITS) ARISING OUT OF THE USE OR INABILITY TO USE THE FIRESTONE-BRANDED AGRICULTURAL RUBBER TRACK, WHETHER BASED ON THEORIES OF WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER BATO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BATO'S LIABILITY FOR ANY DEFECTIVE FIRESTONE-BRANDED AGRICULTURAL RUBBER TRACK SHALL NOT IN ANY EVENT EXCEED THE PURCHASE PRICE FOR SUCH FIRESTONE-BRANDED AGRICULTURAL RUBBER TRACK.

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Firestone Agricultural Tracks

LIMITED WARRANTY
FOR FIRESTONE NON-AGRICULTURAL/INDUSTRIAL USE

NOTES:

Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you.

Only the actual owner-user of the Covered Rubber Tracks may make an adjustment claim under this Limited Warranty and only for tracks used in the 50 United States and the District of Columbia.

Nothing in this Limited Warranty is intended to be a representation that failure cannot occur.

PERFORMANCE REMINDER

Overloading and incorrect air pressure are two of the greatest causes of premature tire removal. For the best performance possible, select the proper design, size and ply-rated tires for your equipment and operate the tires at the inflation pressure required to carry the working load. Detailed load and inflation tables are included in the Firestone Farm Tire Data Book and at FirestoneAg.com.

PROPER TIRE SIZES

Tire sizes and ratings are dictated by vehicle geometry, weight and power. Before changing tire sizes, be sure to check with the equipment manufacturer or dealer. Tire measurements and load-carrying capacities for all Firestone agricultural tires are shown in the Firestone Farm Tire Data Book and at FirestoneAg.com. These measurements are especially important when matching front and rear sizes.

Have a technical question? Contact Field Engineering:

1-800-TIRE ENG (847-3364)

Need additional information?

FirestoneAg.com



Hesselein Tire Southwest
4828 Corner Parkway
San Antonio, TX 78219

CITY OF LAREDO
PURCHASING DIVISION



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS**

**TRACTOR AND HEAVY EQUIPMENT TIRES
FLEET DEPARTMENT**

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a supply contract for the purchase of tractor and heavy equipment tires for the Fleet Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until 5:00 P.M. on December 19, 2017; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on December 20, 2017.

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Tractor & Heavy Equipment Tires – Fleet Department
FY18-022**

Bids are to be mailed: City of Laredo – City Secretary C/O Jose A. Valdez Jr. City Hall – Third Floor 1110 Houston Street Laredo, Texas 78042-0579	Hand Delivered: City of Laredo – City Secretary C/O Jose A. Valdez Jr. City Hall – Third Floor 1110 Houston Street Laredo, Texas 78040
---	---

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

A handwritten signature in black ink, appearing to be 'ALJ', located at the bottom right of the page.

CITY OF LAREDO
PURCHASING DIVISION

29.0 Tab A - Bidder Information Questionnaire

Bidder Information/Business Questionnaire:

Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

Name of Offeror (Business) GCR Tires & Service

Signature Dago Maldonado Date 12/18/2017
of person authorized to sign bid

Print Name Dago Maldonado
of person authorized to sign bid

Title: Sales

Business Address: 8115 LAS CRUCES DR.

City, State, Zip Code: Laredo, Tx. 78045

Telephone Number: 956-729-7077 Fax Number: 956-729-7017

Contact Person Email Address: Dago.Maldonado@gcr-tires.com

Federal Tax ID Number: 1-621867019-4

Bidders Principal/Corporate Place of Business Address: 200 4th Ave South, Nashville, TN. 37201

Indicated Status of Business:

Corporation Partnership Sole Proprietorship Other:

If other state business status: _____

State how long under its present business name: _____

If applicable, list all other names under which the Business identified above operated in the last five years.

Will bidder proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

**CITY OF LAREDO
PURCHASING DIVISION**

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No

Is any litigation pending against the Business? Yes / No

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes No
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes No

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business:

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

CITY OF LAREDO
PURCHASING DIVISION

HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Name Signature Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

Name of person who has a business relationship with local governmental entity.

N/A

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date

CITY OF LAREDO
PURCHASING DIVISION

33.0 Tab E



City of Laredo Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 of the City's Ethics Code.
This is a New Submission or Correction or Update to previous submission.

***1. Name of person submitting this disclosure form.**

First: DAGO M.I. A. Last: MALDONADO Suffix: _____

***2. Contract Information.**

a) Contract or project name: Tractor & Heavy Equipment Tires
b) Originating department: Fleet Dept.

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).**

GCR Tires & Service

***4. List any business entity(ies) that is a partner, parent, or subsidiary business entity(ies) of the individual or entity listed in Question 3.**

Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.
 Names of partner, parent, or subsidiary business entities:

***5. List any individuals or entities that will be subcontractors on this contract.**

Not applicable. No subcontractors will be retained for this contract.
 Subcontractors may be retained, but have not been selected at the time of this submission.
 List of subcontractors:

***6. List any attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.**

Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.
 List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

**CITY OF LAREDO
PURCHASING DIVISION**

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council any candidate for City Council, or to any political action committee that contributes to City Council elections:

- a) any individual seeking contract with the city (Question 3)
- b) any owner or officer of entity seeking contract with the city (Question 3)
- c) any individual or owner or officer of any entity listed above as a partner, parent, or subsidiary business (Question 4)
- d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
- e) the spouse of any individual listed in response to (a) through (d) above
- f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

List of contributors:

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest.**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/ commission member that has not or will not be raised by these city officials?

I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest:

***Acknowledgements**

Updates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

No Contact with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

**CITY OF LAREDO
PURCHASING DIVISION**

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: DAgo Maldonado Title: Sales

Company Name or DBA: GCR Tires & Service Date: 12/18/2017

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.

If necessary to mail, sent to:

City of Laredo

P.O. Box 579

Laredo, Texas 78042-0579

**CITY OF LAREDO
PURCHASING DIVISION**

30.0 Tab B Price Schedule

30.1 Section I – Tractor and Heavy Equipment Tires

Item	Description	QTY	Unit Price	Total	Brand/Number of Tires Proposed
1	11L x 16 F-3 TL 12 PLY	66	\$ 152.46	\$ 10,062.36	Firestone
2	11.00 – 16 Tri Rib 12 PLY	4	\$ 277.00	\$ 1,108.00	Firestone
3	23.5 X 25 HRL E 1.3 TL 12 PLY	2	\$ 1,440.18	\$ 2,880.36	Firestone / Super Rock Grip
4	19.5 L X 24 R-4 TL 12 PLY	16	\$ 592.83	\$ 9,485.28	Firestone / All Traction Utility
5	18.4 X 30 Tractor 12 PLY	2	\$ 546.67	\$ 1,093.34	Firestone / Super All Traction
6	20.5 X 25 HRL E-3 TL 12 PLY	2	\$ 1,086.75	\$ 2,173.50	Firestone / Super Rock Grip
7	17.5 X 25 12 PLY XHA	4	\$ 626.22	\$ 2,504.88	Firestone / Super Rock Grip
8	18.4 X 34 12 PLY	2	\$ 588.73	\$ 1,177.46	Firestone / Super All Traction
9	12 X 16.5 NHS 12 PLY	16	\$ 178.29	\$ 2,852.64	Firestone / Duraforce HD
10	18.4 X 38 12 PLY	2	\$ 635.92	\$ 1,271.84	Firestone / Super All Traction
11	10-16.5 HD 8PL	4	\$ 141.12	\$ 564.48	Firestone / Duraforce HD
Grand Total Section I				\$ 35,174.14	

Percent of discount offered	<i>GOV'T PRICING</i>	%
Product identification (Mfr.)	<i>FIRESTONE</i>	
Type price schedule (dealer, jobber, etc.)		
Price Schedule Number		
Date of price schedule		
Price schedule column on which discount is based (i.e. distributor, net, wholesale)		

*****Delivery of tires to the City of Laredo Fleet Mgt. Shop, must be made within five (5) calendar days after order has been placed. Continuation of non-delivery as specified will be grounds for termination of contract.

Company Name: *GCR Tires & Service*

Owner-President Name: *DAMIAN HARMON*

Company Address: *200 4th Street South,*

City, State, Zip Code: *Nashville, TN. 30201*

Company Authorized Representative's Signature: *Daqo Maldonado*

Company Representative's Name: *Daqo Maldonado*

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

30.2 Section II – Landfill Equipment Tires

Item	Description	QTY	Unit Price	Total	Brand/Number Of Tires Proposed
1	33.25 2R 29 – XR2 12 PLY	1	\$ 4,720.59	\$ 4,720.59	Firestone / Super Rock Grip
2	26.5 X 25 – XR2 12 PLY	1	\$ 2,402.82	\$ 2,402.82	Firestone / Super Rock Grip
Grand Total Section II				\$ 7,123.41	

Percent of discount offered	<i>GOV'T PRICING</i>	%
Product identification (Mfr.)	<i>FIRESTONE</i>	
Type price schedule (dealer, jobber, etc.)		
Price Schedule Number		
Date of price schedule		
Price schedule column on which discount is based (i.e. distributor, net, wholesale)		

*****Delivery of tires to the City of Laredo Fleet Mgt. Shop, must be made within five (5) calendar days after order has been placed. Continuation of non-delivery as specified will be grounds for termination of contract.

Company Name: *GCR Tires & Service*

Owner/President Name: *DAMIAN HARMON*

Company Address: *200 4th Street South*

City, State, Zip Code: *NASHVILLE, TN. 30201*

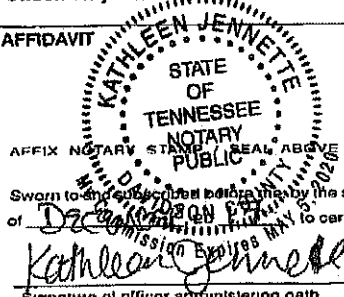
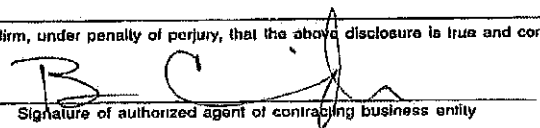
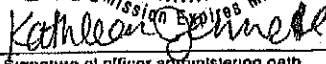
Company Authorized Representative's Signature: *[Signature] Dago Maldonado*

Company Representative's Name: *Dago Maldonado*

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

34.0 Tab F

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
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 USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. GCR TIRES AND SERVICE LAREDO, TX UNITED STATES			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. UNITED INDEPENDENT SCHOOL DISTRICT			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract. 2016036 TIRES AND SERVICE			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
5 Check only if there is NO interested Party. <input checked="" type="checkbox"/>			
6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.			
		Signature of authorized agent of contracting business entity  _____ Signature of authorized agent of contracting business entity	
Sworn to and subscribed before me by the said <u>BRIAN CUNNINGHAM</u> this the <u>18</u> day of <u>December</u> , 2015, to certify which, witness my hand and seal of office.		Signature of officer administering oath  _____ Signature of officer administering oath	
Printed name of officer administering oath Kathleen Jennette		Title of officer administering oath Notary	
ADD ADDITIONAL PAGES AS NECESSARY			

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Adopted 10/5/2016

CITY OF LAREDO
PURCHASING DIVISION

32.0 Tab D

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS ||
COUNTY OF WEBB ||

Being first duly sworn, deposes and says:

That he/she is GCR Tires & Service / Dago Maldonado
(a Partner of officer of the firm of, etc.)

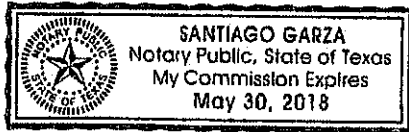
The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Dago Maldonado

Signature of:

Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 19th day of December 2017.



[Signature]
Notary Public

My commission expires:

May 30, 2018



GCR Tiles & Service
8115 Las Cruces Dr.
Laredo, Tx. 78045

FY18-022

#3

RECEIVED

2017 DEC 19 PM 3:30

CITY SECRETARY'S OFFICE

City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Ramon Chavez, Executive Director of Public Services

Staff Source: Rogelio Rivera, P.E., City Engineer, John Orfila Jr., Public Works Department Director, Riazul I. Mia, P.E., Utilities Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award supply Contract FY18-023 to the sole bidder, Anderson Columbia Co., Lake City, Florida in an amount up to \$180,000.00 for the purchase of prime emulsified asphalt oil used for street paving projects. All materials are purchased on an as needed basis utilizing the construction project budgets. This contract may be extended for two, additional one (1) year periods upon mutual agreement of the parties. Funding is available in the Public Works Department construction project budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Bids were accepted for awarding annual contract for the purchase of prime emulsified asphalt materials used in street paving, street construction, and general repair projects for all City departments. Bid pricing is requested on F.O.B. picked up by City trucks. Staff has reviewed the bid and is recommending that a contract be awarded to the sole bidder Anderson Columbia, Lake City, Florida.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for two, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of

funding therefore.

Price Summary:

Description	Unit Price
Prime: AE-P, (Emulsified Asphalt) F.O.B Plant Site, Picked up by City Trucks	\$ 6.50 per gal.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

None.

Fiscal Impact

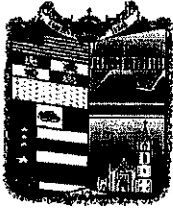
Fiscal Year: 2018
Budgeted Y/N?: Yes
Source of Funds:
Account #: 101-2730-532-3014
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Contract FY18-023
Bid Tab FY18-023



**City of Laredo
Purchasing Division**

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding an annual contract for the purchase of asphalt emulsion prime for the City of Laredo Public Works Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on December 19, 2017** and all bids received will be **opened** and read publicly on **December 20, 2017 at 4:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

**BID: Asphalt Emulsion Prime – Solid Waste Department
FY18-023**

Bids are to be mailed:

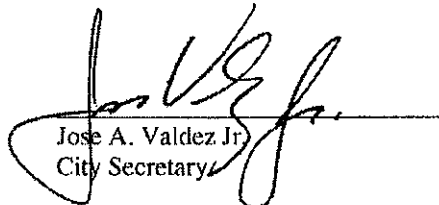
City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78042-0579

Hand Delivered:

City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 21st DAY OF NOVEMBER 2017.


Jose A. Valdez Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.
- (b) **Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.**
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum.
- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- (f) **The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.**

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.
- (c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract.

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A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven calendar days prior to the scheduled bid deadline a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum may be e-mailed or obtained online at the City of Laredo website for bids. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

- (a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
 - (b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
 - (c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
 - (d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

- (a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
- (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

- a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated.

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The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services.

Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall be bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

- (a) This contract will be awarded to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.
- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
- (e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
- (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
 - 1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
 - 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
 - 3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

- (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
- (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.
- (e) For any inquires on payment status or general billing questions please contact:
Jorge J. Jolly, Accounts Payable Manager

**CITY OF LAREDO
PURCHASING DIVISION**

956-791-7328

jjolly@ci.laredo.tx.us

1110 Houston St. Laredo, TX 78040

12.0 INSURANCE REQUIREMENTS

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

- (a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.
- (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- (c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- (d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- (e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.
- (f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
 1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
 2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance.
 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
 7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
 8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
 9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
- (g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
 1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
- (h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

13.0 CONTRACT REQUIREMENTS

**CITY OF LAREDO
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13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) ****Upon Award of Bid Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached) ****Not applicable for this contract****

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

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In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

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**Formal Invitation for Bids
Asphalt Emulsion Prime**

15.0 Scope of Work

The City of Laredo is requesting bids for awarding an annual contract for the supply of public works materials for various departments. The needs of the City shall govern the amount of materials requested by the City during contract period. The City is requesting bids for the following material:

Asphalt Emulsion Prime

- 15.1 All questions in reference to this bid must be submitted in writing and or delivered electronically to the address stated below on or before the required due date. Written answers to the questions will be provided to all respondents of the bids in accordance with the schedule of events. Questions received after the deadline for submitting questions will not be answered.

Deadline for submittal of questions: December 5, 2017

Address: City of Laredo Purchasing Division

5512 Thomas Ave.

Laredo, Texas 78041

Purchasing Division contact: Enrique Aldape III (956) 794-1733 or email ealdape@ci.laredo.tx.us

16.1 Contract Provisions

- 16.1 Bidders are required to submit their bids upon the following expressed conditions:
Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Bidders shall make all investigations necessary to thoroughly inform themselves regarding both bridge's grounds and facilities for delivery of material and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- 16.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.
- 16.3 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- 16.4 The successful vendor must comply with all the insurance requirements described in section 12.0 of these specifications.
- 16.5 Delivery to be made within 24 hours from request. If material cannot be delivered or picked up within stated time, the City of Laredo reserves the right to approach an alternative source until primary supplier can resume or start delivering materials. When using an alternative supplier, material will be purchased at competitive prices as approved by the City. The difference in cost, if any, may be charged against contracted supplier.
- 16.6 All quantities listed are estimates only and will be used for low bid determination. The City of Laredo will determine the dollar amount of this contract and shall be contingent upon approval from City Council. The City of Laredo reserves the right to purchase more or less than the quantities indicated. Bids will be requested F.O.B vendor's plant.

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17.0 General Requirements

The general specifications for each material are listed in detail by category. Potential bidders must thoroughly review the City requirements. Bidders are hereby advised that some materials must be tested by an independent laboratory to ascertain compliance with the City's bid specifications.

- 17.1 This testing must be done at the expense of the bidder and the independent testing laboratory must be approved by the City. **Test reports shall be no older than one year.**

*****Bids without a Certified Laboratory Test Report will not be considered.**

- 17.2 Some materials require that the vendor indicate the source of material. Bidders are reminded to include that information in the bid schedule.

18.0 Prime: MC-30, AE-P, EAP&T, PCE

When tested, the materials shall conform to the, "Standard Specifications for Construction of Highways, Streets and Bridges 2004" or latest edition, Item 300, Asphalts, Oils and Emulsions.

18.1 Material Specifications

The general specifications for each material are listed in detail by category. Potential bidders must thoroughly review the City requirements. Bidders are hereby advised that some materials must be tested by an independent laboratory to ascertain compliance with the City's bid specifications. This testing must be done at the expense of the bidder and the independent testing laboratory must be approved by the City.

18.2 Temperature Adjustment

The successful bidder shall make adjustments and allowances to the volume of delivered material to compensate for a volume increase due to temperature. Payment will be made for the measured amount at the point of delivery adjusted to standard US Gallons at 60 F. Bidders must state in their bid the manner in which such adjustment is to be made. Such correction and adjustment shall be shown on invoice billing to the City of Laredo.

18.3 Distribution

City vehicles will be dispatched to load these emulsion on an as need basis. The City has one, 1000 gallon tank truck and nine, pot patching trucks with 150 gallon tanks.

(Prime): within 4 hours after receipt of order.

- 18.4 Refinery Laboratory Certificate must be submitted in duplicate with each delivery of material.

18.5 Special condition for F.O.B. plant pricing.

For the purpose of low bid determination, a \$0.555 cent per mile charge will be added to the unit price for each mile from the Public Works compound to the vendor's plant. Failure to include this information may result in the vendor's bid not being considered for these materials.

- 18.6 Material to be made available within 24 hours from request. If material cannot be picked up within stated time, the City of Laredo reserves the right to approach an alternative source until primary supplier can resume or start delivering materials. When using an alternative supplier, material will be purchased at competitive prices as approved by the City. The difference in cost, if any, may be charged against contracted supplier.

19.0 Delivery

Delivery time for all items ordered under the terms and conditions of this contract are working days from date of order.

Bidder's business hours: From: 7:00 a.m. to 3:00 p.m. Days of week: Monday To Friday

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20.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

20.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

21.0 Term of Contract

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for two, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents.

The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

21.1 This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Public Works Department.

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22.0 Price Adjustment*****

During the period of this contract, prices may be increased and decreased. However, price changes will be governed by an index made up of the composite posted prices in the **Laredo** area of those companies published in the **daily** publication of Oil Price Information Service (OPIS). The base price shall be the **OPIS average rack price** for the Laredo area. The base price bid of the vendor will remain fixed during the contract period. The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to mpescador@ci.laredo.tx.us or ealdape@ci.laredo.tx.us

23.0 Delivery

Delivery of these tires is to be made within five calendar days from request. If the tires cannot be delivered within stated time, the City of Laredo reserves the right to approach an alternative source until primary supplier can resume or start delivering materials.

Delivery time for all items ordered under the terms and conditions of this contract are 2 working days from date of order.

Bidder's business hours: From: 7:00 a.m. to 3:00 p.m.

Days of week: Monday To Friday

24.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

- Tab A - Company Information Questionnaire**
- Tab B - Signed Price Schedule**
- Tab C - Conflict of Interest Questionnaire**
- Tab D - Non-Collusive Affidavit**
- Tab E - Discretionary Contract Disclosure**
- Tab F - Certificate of Interested Parties**
- Tab G - Form 1295**

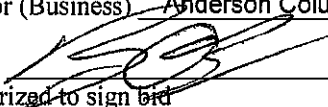
CITY OF LAREDO
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25.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

Name of Offeror (Business) Anderson Columbia Co., Inc.

Signature  Date 12/19/17
of person authorized to sign bid

Print Name Berry O'Bryan
of person authorized to sign bid

Title: Texas Area Manager

Business Address: P.O. Box 565

City, State, Zip Code: Weslaco, Texas 78599

Telephone Number: (956)969-4614 Fax Number: (956)968-0982

Contact Person Email Address: Berry.O'Bryan@andersoncolumbia.com ; Mary.Hernandez@andersoncolumbia.com

Federal Tax ID Number: 59-2871935

Bidders Principal/Corporate Place of Business Address: P.O. Box 1829, Lake City, FL 32056

Indicated Status of Business:

Corporation Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: Corporation

State how long under its present business name: 29 Years

If applicable, list all other names under which the Business identified above operated in the last five years.

N/A

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

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Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No.

Is any litigation pending against the Business? Yes / No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No.
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No.

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No.

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No.

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No.

Is the Business in arrears in any contract or debt? Yes / No.

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No.

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No.

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business:

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

CITY OF LAREDO
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26.0 **Tab B Price Schedule**

26.1 Prime

Section	Description	Est. Qty.	Unit Price/Gallon	Extended Total
I	Prime as per 18.0, picked up by City trucks	20,000 Gallons	\$ 6.50/ Gallon	\$ 130,166.50

State product being bid: MC-30

****Special condition for F.O.B. plant pricing for Section I:**

For the purpose of low bid determination, there will be an estimated 60 pickups and a \$0.55.5 cent per mile charge will be added to the unit price for each mile from the Public Works compound located at 5512 Thomas Ave., Laredo, TX 78041 to the vendor's plant.

Mileage from vendor's plant to the Public Works compound is 5.0 miles. In stating this mileage, bidder must calculate mileage from producer's plant utilizing roads the shortest route possible. Provide the route used to calculate this mileage.

Take Gale St. to Springfield Ave; Continue on Springfield Ave, Take E. Mann Rd, IH-35N and Mines Rd to FM 1472

**Formula: 60 (Pickups) x \$0.55.5 (per mile) x 5.0 (Mileage from vendor's plant to Public Works Compound) = \$ 166.50 (to be added to the extended total price for low bid determination purposes only)

***Mileage is subject to verification by the City of Laredo.

The City of Laredo reserves the right to increase section I by an additional 5,000 gallons picked up by city trucks before the end of the first contract period upon mutual consent of both parties. Bid quantities are estimates only. The City of Laredo reserves the right to purchase more or less than the quantities indicated on the bid schedule.

Company Name: Anderson Columbia Co., Inc.

Owner/President Name: Joe Anderson, III

Company Address: P.O. Box 565

City, State, Zip Code: Weslaco, Texas 78599

Company Authorized Representative's Signature: 

Company Representative's Name: Berry O'Bryan

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

******Certified Laboratory Test Report as required for each material bid*



JUNE 20, 2017

ANDERSON COLUMBIA
ATTN: RICHARD LEYENDECKER JR.

RE: CITY OF LAREDO

THIS LETTER IS TO CERTIFY THAT THE MC-30 CUTBACK ASPHALT, WHICH WILL BE SUPPLIED TO THE ABOVE REFERENCED PROJECT, WILL BE SOLD AND MANUFACTURED BY VALERO MARKETING AND SUPPLY CO. AND MEETS TEXAS DEPARTMENT OF HIGHWAYS & PUBLIC TRANSPORTATION SPECIFICATIONS, ITEM 300.2 (3) ASPHALT CEMENT AND CONFORMS TO THE FOLLOWING:

	<u>MINIMUM</u>	<u>MAXIMUM</u>
KINEMATIC VISCOSITY, @ 140° F.	30	60
WATER, %	----	0.2
FLASH POINT, T. O. C., F.	100	----
<u>CUTBACK DISTILLATION % OF TOTAL DISTILLATE TO 680° F:</u>		
% @ 437° F.	----	25
% @ 500° F.	40	70
% @ 600° F.	75	93
% @ 680° F RESIDUE FROM DISTILLATION VOL % ...	50	----
<u>TESTS ON DISTILLATION RESIDUE:</u>		
PENETRATION @ 77° F (25° C).	120	250
SOLUBILITY IN TRICHLOROETHYLENE, %	99.0	----
DUCTILITY, 77° F (25° C).	100	----
SPOT TEST	NEGATIVE	----

CERTIFICATIONS OF COMPLIANCE ARE AVAILABLE UPON REQUEST AT TIME OF SHIPMENT. IF ANY FURTHER INFORMATION IS REQUIRED, PLEASE LET ME KNOW.

SINCERELY,

VALERO MARKETING AND SUPPLY

LCMC30H

CITY OF LAREDO
PURCHASING DIVISION

27.0 Tab C- Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040**, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

**CITY OF LAREDO
PURCHASING DIVISION**

HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Name _____ Signature _____ Date _____

**CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity**

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person who has a business relationship with local governmental entity.

Anderson Columbia Co., Inc.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A
Name of Officer


This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? Yes N/A No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes N/A No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? Yes No N/A

D. Describe each employment or business relationship with the local government officer named in this section.


Signature of person doing business with the governmental entity

12/19/17
Date

CITY OF LAREDO
PURCHASING DIVISION
AFFIDAVIT

28.0 Tab D

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT


STATE OF TEXAS {}
COUNTY OF WEBB {}

Berry O'Bryan

Being first duly sworn, deposes and says:

That he/she is Texas Area Manager of Anderson Columbia Co., Inc.
(a Partner or officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.



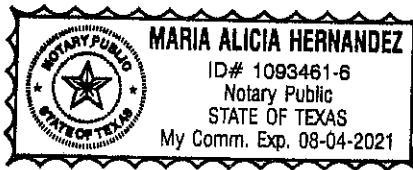
Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 19th day of December 20 17.

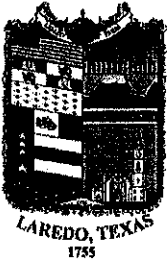

Notary Public

My commission expires:

08-04-2021



33.0 Tab E



City of Laredo Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 of the City's Ethics Code.

*This is a New Submission or Correction or Update to previous submission.

***1. Name of person submitting this disclosure form:**
First: Berry M.I. Last: O'Bryan Suffix:

***2. Contract Information:**
a) Contract or project name: Asphalt Emulsion Prime-Solid Waste Department FY18-023
b) Originating department: City of Laredo Purchasing Department

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract):**
Anderson Columbia Co., Inc.

***4. List any business entity(ies) that is a partner, parent, or subsidiary business entity(ies) of the individual or entity listed in Question 3:**
 Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.
 Names of partner, parent, or subsidiary business entities:

***5. List any individuals or entities that will be subcontractors on this contract:**
 Not applicable. No subcontractors will be retained for this contract.
 Subcontractors may be retained, but have not been selected at the time of this submission.
 List of subcontractors:

***6. List any attorneys, lobbyists, or consultants have been retained to assist in seeking this contract:**
 Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.
 List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

**CITY OF LAREDO
PURCHASING DIVISION**

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council any candidate for City Council, or to any political action committee that contributes to City Council elections:

- a) any individual seeking contract with the city (Question 3)
- b) any owner or officer of entity seeking contract with the city (Question 3)
- c) any individual or owner or officer of any entity listed above as a partner, parent, or subsidiary business (Question 4)
- d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
- e) the spouse of any individual listed in response to (a) through (d) above
- f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

List of contributors:

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest.**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/ commission member that has not or will not be raised by these city officials?

I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest:

***Acknowledgements**

Updates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

No Contact with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

**CITY OF LAREDO
PURCHASING DIVISION**

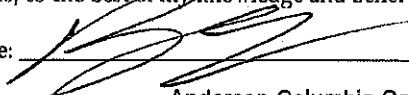
***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

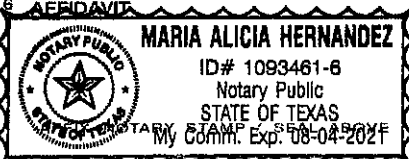
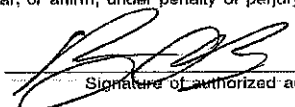
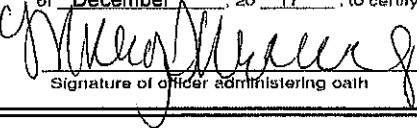
Your Name:  Title: Texas Area Manager

Company Name or DBA: Anderson Columbia Co., Inc. Date: 12/19/17

Please fill this form out online, print and completed form and submit with
proposal to originating department. All questions must be answered.
If necessary to mail, sent to:
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

**CITY OF LAREDO
PURCHASING DIVISION**

29.0 **Tab F**

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
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 USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Anderson Columbia Co., Inc.			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. N/A			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract. N/A			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
5 Check only if there is NO Interested Party. <input checked="" type="checkbox"/>			
		I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.	
Sworn to and subscribed before me, by the said <u>Maria A. Hernandez</u> , this the <u>19th</u> day of <u>December</u> , 20 <u>17</u> , to certify which, witness my hand and seal of office.		 Signature of authorized agent of contracting business entity	
 Signature of officer administering oath		<u>Mary Hernandez</u> <u>Office Manager</u> Printed name of officer administering oath Title of officer administering oath	
ADD ADDITIONAL PAGES AS NECESSARY			

CITY OF LAREDO
PURCHASING DIVISION

30.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M on December 19, 2017; and all bids received will be opened and read publicly at 4:00 PM at the Office of the City Secretary on December 20, 2017.

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Asphalt Emulsion Prime -- Solid Waste Department
FY18-023**

Bids are to be mailed: City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78042-0579

Hand Delivered: City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

**Anderson Columbia
 Lake City, FL 32056**

I Prime Picked up by City Trucks 20,000 \$ 6.50 \$ 130,000.00

Mileage factor for low bid determination at \$0.55.5/mile
 60 (Pickups) x \$.55.5 (per mile) x _____ (Mileage for vendor's plant to Public Works)

Trips	Mileage	
60	2.80	\$ 168.000

<i>Low Bid Evaluation Criteria</i>	Subtotal with mileage factor	\$ 130,168.00
	Low bid evaluation total amount	<u>\$ 130,168.00</u>

City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Cynthia Collazo, Deputy City Manager

Staff Source: Cynthia Collazo, Deputy City Manager; Hector Gonzalez, Health Director; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award contract FY18-024 to sole bidder, New Vision Community Church, Laredo, TX. for operating and managing a small scale food market/pantry for food distribution located at 1210 Matamoros, approximately 700 sq.ft. in size that will sell and/or offer meats, fruits, vegetables and dairy products, together with dry and canned goods and miscellaneous items to the general public which promote healthier eating and nutrition. The term of this contract shall be for a period of eighteen months (18) months beginning as of the date of its execution. The contract may be extended for one additional two (2) year period upon mutual agreement of the parties.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The City of Laredo solicited Request for Proposals and received one proposal for the Downtown Non-Profit Food Market Services. The sole bidder was from New Vision Community Church. Best value criteria was used to evaluate the proposal. It was recommended that is contract be awarded to New Vision Community Church.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2018

Bugeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

No Financial Impact at this time.

Attachments

New Vision Community Church

City of Laredo Bid Tabulation

Date: December 18, 2017

Time: 10:00 a.m.

Place: City Secretary's Office

RFP: FY18-024, Downtown

Non-Profit Food/Pantry Market

#1

New Vision Community
Church
Laredo, TX

Addendum: N/A

Yes No # 5

Unit Price

Ext. Bid

#2

Addendum:

Yes ___ No ___ # ___

Unit Price

Ext. Bid

#3

Addendum:

Yes ___ No ___ # ___

Unit Price

Ext. Bid

#4

Addendum:

Yes ___ No ___ # ___

Unit Price

Ext. Bid

Description

Bid Bond

Copies

Item No.

SEE RFP

Note: All bid information is subject to City review and approval.



NEW VISION COMMUNITY CHURCH OF LAREDO

3119 N. Meadow, Laredo TX 78045 (956) 712-0655

newvisionlaredo@hotmail.com newvisioncommunitychurch.org

#1

ORIGINAL

Pursuant to your RFP FY 18-024, Downtown Non-Profit Food/Pantry Market Services, New Vision Community Church of Laredo is submitting this proposal for your consideration. New Vision Community Church of Laredo has read the entire proposal and is in agreement with all the requirements spelled out in the RFP. Included in this proposal is a copy of

1. Copy of our letter showing that we are a qualified 501(c)(3) non-profit organization
2. Letter from our principal Pantry supplier Kehe Distributors LLC
3. Reference Letter from our financial institution affirming Organizations financial standing
4. Non -collusive affidavit
5. Certificate of interested Parties (Form 1295)
6. Discretionary Contracts Disclosure
7. Our insurance policies (City of Laredo will be added as an additional insurer should this contract be awarded to New Vision Community Church of Laredo)

New Vision Community Church of Laredo, Inc. further offers our background and experience as required by 17.1.1 of your RFP.

Our organization's corporate name is New Vision Community Church of Laredo, Inc. We were incorporated in the state of Texas and approved as a 501(c)(3) non-profit on February 18, 2003. Our headquarters are located at 3119 N. Meadow Ave., Laredo, Texas, 78040. While being a church, we are affiliated with our sister church New Vision Community Church of Chicago, but we are independent as far as our operations and governance. Our Employer Identification Number is 04-3745810. The person submitting this application and who will be responsible for all communications with the city is Luis F. De Leon, who currently serves as the vice president of the organization and can be reached at 3119 N. Meadow, Laredo, Texas 78040, telephone number (956) 712-0655, facsimile number (956) 568-0502 or email newvisionlaredo@gmail.com.

New Vision Community Church of Laredo is very familiar with the operations of a non-profit pantry as we have almost 10 years of experience operating Joseph Storehouse, which is the type of pantry described in your RFP. Joseph's Storehouse opened its doors to the community in April 2008. Additionally, New Vision also serves as a food distribution site for low income families, especially the elderly, throughout Webb County.

Joseph's Storehouse is the prototypical version of our proposal for the downtown area – a store that offers a wide variety of food and non-food items at a fraction of the regular grocery store prices. The benefit of this store has always been that low-income families can stretch their grocery dollar with nutritional items.

New Vision fully understands the plight of the under privileged so in addition to our community store, we also maintain a community closet where clothing items are furnished to low income families. This community closet will be extended and offered to the downtown residents should it be one of their needs. Another program hosted by New Vision is our Silver Star Program that provides free monthly supplemental food products to our elderly. These are important factors in considering our RFP because as a caring non-profit, we believe other solutions can be offered to our downtown citizens by extending our entire services instead of being single purposed and only operating a discount community store. Therefore, our proposal also includes the extension of our Silver Star Program to elderly of the downtown area. We are very aware that the South Texas Food Bank, through the state sponsored CSFP program, is also currently providing a bag of supplemental food items every month; however these bags do not carry the fresh fruits and vegetables that are needed by our seniors. Our supplemental bags are not intended to compete nor duplicate the CSFP items but rather to provide additional food items that will help the seniors go through the month with plenty of food so as to not go hungry at any point and to enhance the availability of nutritional foods. Furthermore, New Vision has a Community Farm, named Ein-Gedi, at the Pueblo Nuevo subdivision, where it has a community garden where the elderly are encouraged to participate and allowed to help in the vegetable and fruit garden.

As previously stated New Vision has been supported by the Kehe Distributors LLC. We have already contacted them about this potential new opportunity to further serve our community and we have gotten confirmation of their willingness to continue their efforts to help the Laredo community. New Vision also receives food donations from multiple sources from the community, including local food distribution warehouses, and other suppliers. Realizing that not all products that will be made available in the community store will be obtained through donations, New Vision is committed to purchasing any necessary food items to maintain a well-rounded community store. Currently New Vision currently has a 20,000-square foot warehouse located at 8553 San Gabriel that serves as our storage area for our food items. This warehouse is in the process of having three freezer/coolers installed (units have already been delivered and are just awaiting installation). New Vision also owns a box truck that will facilitate the

transportation of items from the warehouse to the community store. New Vision has paid staff and many volunteers at its disposal to help operate the store.

At the present, we are not a SNAP provider, but we are currently in the process of applying to become a provider. New Vision intends to use its current business model that it has successfully used since we first opened our doors at Joseph's Storehouse almost ten years. We will maintain the store open from Tuesday through Saturday, staffed by both paid staff and volunteers. We plan to notify the area residents, especially those at the two senior centers located in the downtown area. Our knowledgeable staff will ensure that once we become low in any type of product, we will re-stock those items.

New Vision's vision is to continue to provide high quality items at the lowest possible price. Although we label the cost of our products to the community as a "price for the product" it is in reality, only a processing fee to off-set our operating costs: as a non-profit organization, we are more concerned with our community members receiving food sustenance than making a profit on our sales. As stated in other parts of this proposal, it is estimated that more than 50% of the food items that will be dispensed from this store, will be free of charge to the elderly population.

Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

Name of Offeror (Business) New Vision Community Church of Laredo, Inc.

Signature _____ Date 12-05-2017
of person authorized to sign bid

Print Name Luis F. De Leon
of person authorized to sign bid

Title: Vice President

Business Address: 3119 N. Meadow

City, State, Zip Code: Laredo, Texas 78040

Telephone Number: 956-712-0655 Fax Number: 956-568-0503

Contact Person Email Address: newvisionlaredo@gmail.com

Federal Tax ID Number: EIN 04-3745810

Bidders Principal/Corporate Place of Business Address: 3119 N. Meadow Laredo, Texas 78040

Indicated Status of Business:

Corporation XXX Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: N/A

State how long under its present business name: January 2003

If applicable, list all other names under which the Business identified above operated in the last five years.

Joseph Store House, Silver Star Food Program, Ein-Gedi Farm

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes No

City of Laredo
Purchasing Division

Is any litigation pending against the Business? Yes No

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes No
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes No

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes No

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes No

Is the Business in arrears in any contract or debt? Yes No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes No

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes No

Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No

Other: Please specify _____

This company is not a certified minority business: NO

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

**CITY OF LAREDO
PURCHASING DIVISION**

Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040**, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from <http://www.ethics.state.tx.us/whatsnew/conflict forms.htm>.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

CITY OF LAREDO
PURCHASING DIVISION

I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Luis F. De Leon
Name

[Signature]
Signature

12-5-2017
Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

N/A

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date

CITY OF LAREDO
PURCHASING DIVISION

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

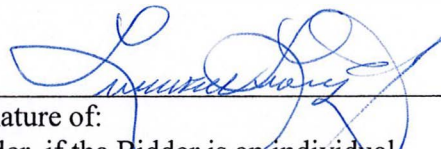
AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Luis F. De Leon
(a Partner of officer of the firm of, etc.)

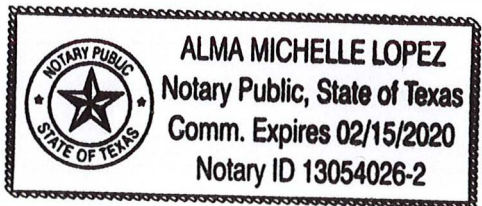
The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.


Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 7th day of December 2017.

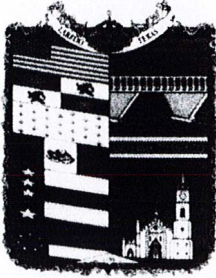

Notary Public

My commission expires:
02/15/2020



CITY OF LAREDO
PURCHASING DIVISION

Discretionary Contracts Disclosure



City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 of the City's Ethics Code.

*This is a New Submission or Correction or Update to previous submission.

***1. Name of person submitting this disclosure form.**

First: Lois M.I. F Last: De Leon Suffix: _____

***2. Contract Information.**

a) Contract or project name: Downtown Non-Profit Food/Pantry Market Services
b) Originating department: City Council - District 8

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).**

New Vision Community Church of Laredo, Inc.

***4. List any business entity(ies) that is a partner, parent, or subsidiary business entity(ies) of the individual or entity listed in Question 3.**

Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

Names of partner, parent, or subsidiary business entities:

***5. List any individuals or entities that will be subcontractors on this contract.**

Not applicable. No subcontractors will be retained for this contract.

Subcontractors may be retained, but have not been selected at the time of this submission.

List of subcontractors:

***6. List any attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.**

Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.

List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

**CITY OF LAREDO
PURCHASING DIVISION**

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council any candidate for City Council, or to any political action committee that contributes to City Council elections:

- a) any individual seeking contract with the city (Question 3)
- b) any owner or officer of entity seeking contract with the city (Question 3)
- c) any individual or owner or officer of any entity listed above as a partner, parent, or subsidiary business (Question 4)
- d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
- e) the spouse of any individual listed in response to (a) through (d) above
- f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

List of contributors:

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest.**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/ commission member that has not or will not be raised by these city officials?

I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/ commission.

I am aware of the following conflicts(s) of interest:

***Acknowledgements**

Updates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

No Contact with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

**CITY OF LAREDO
PURCHASING DIVISION**

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: Luis F. De Leon Title: Vice President

Company Name or DBA: New Vision Community Church of Laredo Date: Dec. 5, 2017

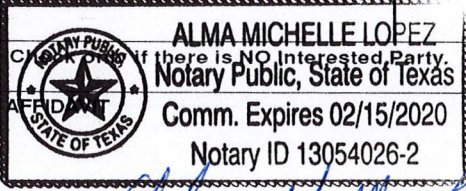
Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.

If necessary to mail, sent to:

City of Laredo
P.O. Box 379
Laredo, Texas 78042-0379

**CITY OF LAREDO
PURCHASING DIVISION**

Form 1295

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
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 USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. <i>New Vision Community Church of Laredo Inc.</i>			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. <i>City of Laredo</i>			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract. <i>EIN 04-3745810</i>			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
5  ALMA MICHELLE LOPEZ Notary Public, State of Texas		<input checked="" type="checkbox"/> If there is NO interested party.	
6 AFFIDAVIT Comm. Expires 02/15/2020 Notary ID 13054026-2		I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.	
AFFIX NOTARY STAMP / SEAL ABOVE <i>Alma Michelle Lopez</i>		Signature of authorized agent of contracting business entity <i>[Signature]</i>	
Sworn to and subscribed before me, by the said _____ this the _____ th day of <i>December</i> 20 <i>17</i> to certify which, witness my hand and seal of office.			
Signature of officer administering oath <i>[Signature]</i>		Printed name of officer administering oath <i>Luis F. De Leon Senior, Pastor Ncc.</i>	
ADD ADDITIONAL PAGES AS NECESSARY			

December 4, 2017

**Re: New Vision Community Church of Laredo, Inc.
c/o Luis F. De Leon or Madalina G. De Leon**

To Whom It May Concern:

This letter is to inform you that New Vision Community Church of Laredo, Inc. has been a customer of Commerce Bank for several years. They currently maintain a strong deposit relationship with our bank and have always paid loans as per bank's terms and conditions. Furthermore, we feel any commitment extended to New Vision Community Church of Laredo, Inc. and/or Mr. Luis F. De Leon or Mrs. Madalina G. De Leon would be handled in a satisfactory manner.

If you have any questions, please call me at (956) 724-1616, Ext. 27931.

Sincerely,



Eduardo X. Vela, Jr.
Assistant Vice President



December 1, 2017

To Whom It May Concern,

New Vision Community Church has been an important partner to both KeHE Distributors Inc., and KeHE Cares for the last 15 years. More than that, it is not an exaggeration to say that we consider them to be a part of the KeHE family.

KeHE Cares has channeled substantial funding during those years to New Vision Community Church in support of the important work that Pastors Luis and Lucy De Leon are doing among both the impoverished and the elderly people in Laredo Texas. KeHE Distributors regularly donates short coded and discontinued product from our two Texas distribution centers in support of their efforts.

In return, KeHE Distributors has been served by Luis and Lucy as we regularly send teams of employees from across the country to serve along of New Vision Community Church in Laredo, on what we call, "Vision Trips". To date we have sent almost 700 of our employees, from sales people, to truck drivers, to selectors from our various warehouses, to top level executives including members of our Senior Leadership Team. They all come back with a clearer understanding of what KeHE Cares is trying to do and the type of people we look to partner with.

I commend you in the fact that you clearly recognize New Vision Community Church as an exceptional partner in seeking to further assist the elderly of the Laredo community. You will see that they do everything with a genuine, God honoring spirit of love and caring for those who are the most in need.

If you have any questions, please feel free to contact me at randy.shaw@kehe.com or call me at 630.343.0088.

Sincerely,

A handwritten signature in black ink, appearing to read 'Randy Shaw', with a long horizontal flourish extending to the right.

Randy Shaw

KeHE Cares Director & Committee Chair
1245 E. Diehl Road
Naperville IL. 60563

Date: JUN 29 2004

NEW VISION COMMUNITY CHURCH OF
LAREDO INC
3119 N MEADOW
LAREDO, TX 78040

Employer Identification Number:
~~04-37~~45810 04-374 5810
DIN:
17053050005044
Contact Person: DAVID A DOEKER ID# 31168
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
January 31
Public Charity Status:
170(b)(1)(A)(i)
Form 990 Required:
No
Effective Date of Exemption:
February 18, 2003
Contribution Deductibility:
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible requests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

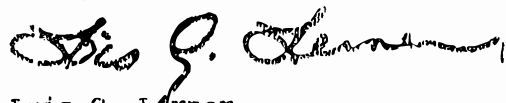
If you distribute funds to other organizations, your records must show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence the funds will be used for section 501(c)(3) purposes.

If you distribute funds to individuals, you should keep case histories showing the recipient's name and address; the purpose of the award; the manner of selection; and the relationship of the recipient to any of your officers, directors, trustees, members, or major contributors.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Letter 947 (DO/CG)

Sincerely,



Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)



COMPTROLLER OF PUBLIC ACCOUNTS

P.O. BOX 13528
AUSTIN, TX 78711-3528

May 6, 2004

Pastor Luis De Leon
New Vision Community Church of Laredo, Inc.
821 Wolfcreek
Laredo, TX 78045

Dear Pastor De Leon:

Effective February 18, 2003, New Vision Community Church of Laredo, Inc. has been granted exempt status from Texas franchise tax, sales and use tax, and the state portion of hotel occupancy tax as a religious organization.

We have assigned Texas taxpayer number 10437458101 to the organization. Please reference this number in correspondence with us. The assignment of the taxpayer number does not mean the organization is permitted to collect or remit Texas taxes. Exempt organizations must collect taxes on most of their sales. Please give our Tax Assistance section a call at 1-800-252-5555 if you need a sales tax permit.

The sales tax exemption extends to goods and services purchased for use by your organization. The exemption does not apply if the purchase is for the personal benefit of an individual, or is not related to the organization's exempt purpose. For more information, please see our publication # 96-122, *Exempt Organizations - Sales and Purchases*.

The sales tax exemption certificate can be issued instead of paying tax when buying taxable items related to the exempt purpose of the organization. The exemption certificate does not need a taxpayer number to be valid, but you may provide your taxpayer number if the seller requests it.

Employees of the organization may issue a hotel exemption certificate in the name of the organization when traveling on official business, in lieu of paying the state portion of the hotel occupancy tax. Individuals or groups of individuals who are not employees of the organization may also issue a hotel exemption certificate in the name of the organization when traveling on official business, but, for the hotel tax exemption to apply, payment must be made with the organization's funds.

The hotel may require a copy of your exemption letter or other verification, such as a printout from the Comptroller's list of exempt entities, showing the organization is exempt from hotel tax. This allows the hotel to accept the exemption certificate in good faith.

Exemption certificates are enclosed. Make as many copies of the exemption certificates as you need.

Changes to the organization's registered agent and registered office address must be filed with the Texas Secretary of State. The changes can be made online at <http://www.sos.state.tx.us/corp/sosda/index.shtml> or you can download the forms and instructions from <http://www.sos.state.tx.us/corp/nonprofit.shtml>. You can also contact them at corpinfo@sos.state.tx.us or by calling (512) 463-5582. It is important to maintain current

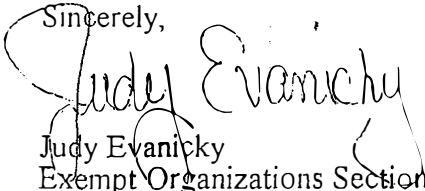
Pastor Luis De Leon
May 6, 2004
Page 2

registered agent information, because this is how we will contact you if we have reason to believe that your organization no longer qualifies for exemption.

Our goal is to provide you with prompt, professional service. Please take a moment to complete the enclosed survey. If it is more convenient, you may complete our on-line survey at <http://aixtcp.cpa.state.tx.us/surveys/tpsuvr/>.

If you have any questions, write to us at exempt.orgs@cpa.state.tx.us, or call us toll-free at 1-800-531-5441, extension 34726. Also, our publications and other helpful information are online at <http://www.window.state.tx.us/taxinfo/exempt>.

Sincerely,


Judy Evanichy
Exempt Organizations Section

CHURCH MUTUAL INSURANCE COMPANY

3000 Schuster Lane, P.O. Box 357, Merrill, WI 54452

COMMON POLICY DECLARATIONS PAGE

POLICY NO.: 0216634-02-956635

ITEM 1. NAMED INSURED AND ADDRESS:

NEW VISION COMMUNITY CHURCH OF LAREDO INC
3119 N MEADOW AVE
LAREDO TX 78040-2267

ITEM 2. POLICY PERIOD: FROM 01/12/17 TO 01/12/20
12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

0216634-02-649365
(RENEWAL OF)

ITEM 3. THE NAMED INSURED IS: RELIGIOUS INSTITUTION

ITEM 4. AGENT: 12-166

TERRITORY 12-166
3000 SCHUSTER LANE
MERRILL WI 54452
(800) 554-2642

ITEM 5. THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS:

FORMS AND ENDORSEMENTS WHICH APPLY TO THIS ENTIRE POLICY:

A 051(06-87)	CALCULATION OF PREMIUM
A 053(09-00)	TEXAS MUTUAL AND COMMON POLICY CONDITIONS
A 9009(01-15)	CONDITIONAL EXCLUSION OF TERRORISM
A 938.2(01-04)	TEXAS CHANGES - CANCELLATION AND NONRENEWAL
UN 720(01-15)	NOTICE - DISCLOSURE OF TERRORISM PREMIUM

PROPERTY COVERAGE PART AND ITS FORMS AND ENDORSEMENTS:

A 100(01-01)	PROPERTY CONDITIONS
A 1001(01-08)	IDENTITY RECOVERY COVERAGE FORM
A 1009(11-08)	WATER EXCLUSION ENDORSEMENT
A 101(04-06)	BUILDING AND PERSONAL PROPERTY COVERAGE - RELIGIOUS
A 117.1(05-89)	COVERAGE EXTENSIONS AND ADDITIONAL COVERAGES
A 127(04-06)	CAUSES OF LOSS - SPECIAL FORM
A 149.1(10-94)	MULTIPLE DEDUCTIBLE FORM
A 154(10-99)	SYSTEMS/EQUIPMENT BREAKDOWN COVERAGE FORM
A 176(05-13)	TEXAS CHANGES - CANCELLATION AND NONRENEWAL
A 176.1(05-13)	TEXAS CHANGES
A 176.6(04-00)	TEXAS CHANGES
A 945.2(01-15)	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

GENERAL LIABILITY COVERAGE PART AND ITS FORMS AND ENDORSEMENTS:

A 052(06-87)	NUCLEAR ENERGY LIABILITY EXCLUSION - BROAD FORM
A 200(01-04)	GENERAL LIABILITY COVERAGE PART - OCCURRENCE BASIS
A 200.1(12-06)	AMENDATORY ENDORSEMENT - PERSONAL INJURY

GENERAL LIABILITY COVERAGE PART AND ITS FORMS AND ENDORSEMENTS:

A 200.2(12-07) BODILY INJURY DEFINITION
A 2012(12-07) CORPORATE ENTITY ENDORSEMENT
A 2013(12-07) MEDICAL EXPENSE AMENDMENT
A 202(01-04) GENERAL LIABILITY ADDITIONAL PROVISIONS - RELIGIOUS
A 253(12-07) LEGAL DEFENSE COVERAGE FORM
A 254(05-08) AMEND OF INSURING AGREEMENT - KNOWN INJURY OR DAMAGE
A 255(01-04) CATASTROPHIC VIOLENCE RESPONSE COVERAGE
A 262(01-04) SEXUAL MISCONDUCT OR SEXUAL MOLESTATION LIAB AND MED
A 268(05-03) WAR LIABILITY EXCLUSION
A 282.1(09-11) TEXAS CHANGES - GENERAL LIABILITY
A 282.2(09-11) TEXAS CHANGES - GENERAL LIABILITY
A 282.4(10-11) TEXAS CHANGES - SEXUAL MISCONDUCT AND SEXUAL MOLESTATION
A 9006(01-15) EXCL OF PUN DAMAGES RELATED TO A CERT ACT OF TERROR
A 938(02-97) TEXAS CHANGES - CLAIMS CONDITIONS
A 938.4(02-13) TEXAS CHANGES - DUTIES
A 945.3(01-15) CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
A 952 TX(04-12) TEXAS CHANGES - SEXUAL MISCONDUCT/MOLESTATION LIAB COV

CRIME COVERAGE PART AND ITS FORMS AND ENDORSEMENTS:

A 300(06-87) CRIME CONDITIONS FORM
A 302(05-89) CHURCH THEFT OF MONEY AND SECURITIES COVERAGE FORM
A 391(12-92) TEXAS CHANGES - CRIME COVERAGE
A 391.1(08-09) TEXAS CHANGES - LOSS PAYMENT
A 938(02-97) TEXAS CHANGES - CLAIMS CONDITIONS

PROFESSIONAL LIABILITY COVERAGE PART AND ITS FORMS AND ENDORSEMENTS:

A 500(01-04) COUNSELING PROFESSIONAL LIABILITY COVERAGE OCCURRENCE
A 501.7(06-15) EXCLUSION - FINANCIAL COUNSELING
A 534(12-07) CORPORATE ENTITY ENDORSEMENT
A 9006(01-15) EXCL OF PUN DAMAGES RELATED TO A CERT ACT OF TERROR
A 938(02-97) TEXAS CHANGES - CLAIMS CONDITIONS
A 945.3(01-15) CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
A 952 TX(04-12) TEXAS CHANGES - SEXUAL MISCONDUCT/MOLESTATION LIAB COV

HIRED AND NONOWNED AUTOMOBILE LIABILITY COVERAGE PART AND ITS FORMS AND ENDORSEMENTS:

A 600(01-04) HIRED AND NONOWNED AUTO LIAB - RELIGIOUS INSTITUTIONS
A 602(06-00) MEDICAL EXPENSE COVERAGE
A 602.1(12-07) MEDICAL EXPENSE AMENDMENT
A 605(01-03) RENTAL AUTOMOBILE CONTRACTUAL LIABILITY ENDORSEMENT
A 606(12-07) CORPORATE ENTITY ENDORSEMENT
A 691(04-95) TEXAS CHANGES HIRED AND NONOWNED AUTO LIABILITY COVERAGE
A 9006(01-15) EXCL OF PUN DAMAGES RELATED TO A CERT ACT OF TERROR
A 938(02-97) TEXAS CHANGES - CLAIMS CONDITIONS
A 945.3(01-15) CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
A 952 TX(04-12) TEXAS CHANGES - SEXUAL MISCONDUCT/MOLESTATION LIAB COV

POLICY NO.: 0216634-02-956635

ITEM 6. PREMIUM: IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

\$5,786.00 DUE AT INCEPTION. PREMIUM SUBJECT TO ADJUSTMENT AT EACH ANNIVERSARY.

** SUMMARY OF ADDITIONAL CHARGES (INCLUDED IN ANNUAL PREMIUM) **

TERRORISM RISK INSURANCE: \$ 14.00 ANNUAL CHARGE

This policy includes copyrighted material of Church Mutual Insurance Company
Copyright, Church Mutual Insurance Company, 1995
Includes copyrighted material of Insurance Services Office, Inc., with its permission.
Copyright, Insurance Services Office, Inc., 1984 & 1994

A 001 CD(10-99) - TX

PAGE 3

ISSUED DATE: 12/08/16



**PROPERTY COVERAGE PART
DECLARATIONS PAGE**

POLICY NO.: 0216634-02-956635

ITEM 1. DESCRIPTION OF PREMISES AND COVERAGES:

PREMISES NO: 001 BUILDING NO: 001
CONSTRUCTION: JOISTED MASONRY
OCCUPANCY: CHURCH
LOCATION: 3119 N MEADOW AVE
COUNTY: WEBB
CITY/STATE: LAREDO, TX

COVERAGE: BUILDING
LIMIT OF INSURANCE: \$721,000
COINSURANCE PERCENT: 90%
COVERED CAUSE OF LOSS: SPECIAL
VALUATION: REPLACEMENT COST
OPTIONAL COVERAGE: AUTOMATIC INCREASE IN INSURANCE

COVERAGE: PERSONAL PROPERTY
LIMIT OF INSURANCE: \$109,000
COINSURANCE PERCENT: 90%
COVERED CAUSE OF LOSS: SPECIAL
VALUATION: REPLACEMENT COST
OPTIONAL COVERAGE: AUTOMATIC INCREASE IN INSURANCE

PREMISES NO: 002 BUILDING NO: 002
CONSTRUCTION: FRAME
OCCUPANCY: ONE FAMILY NON-OWNER OCCUPIED PARSONAGE
LOCATION: 924 WITHERSPOON LOOP
COUNTY: WEBB
CITY/STATE: LAREDO, TX

COVERAGE: BUILDING
LIMIT OF INSURANCE: \$156,000
COINSURANCE PERCENT: 90%
COVERED CAUSE OF LOSS: SPECIAL
VALUATION: REPLACEMENT COST
OPTIONAL COVERAGE: AUTOMATIC INCREASE IN INSURANCE

ADDITIONAL COVERAGES OR ENDORSEMENTS

COVERAGE EXTENSION:	NEWLY CONSTRUCTED BUILDING
LIMIT OF INSURANCE:	\$1,500,000 ANY ONE OCCURRENCE
COVERAGE EXTENSION:	NEWLY ACQUIRED BUILDING AND PERSONAL PROPERTY
LIMIT OF INSURANCE:	\$1,500,000 ANY ONE OCCURRENCE
ADDITIONAL COVERAGE:	ARSON REWARD
LIMIT OF INSURANCE:	\$10,000 ANY ONE OCCURRENCE
ADDITIONAL COVERAGE:	FIRE DEPARTMENT SERVICE CHARGE
LIMIT OF INSURANCE:	\$30,000 ANY ONE OCCURRENCE
ADDITIONAL COVERAGE:	LOCK REPLACEMENT
LIMIT OF INSURANCE:	\$1,000 ANY ONE OCCURRENCE
COVERAGE EXTENSION:	OUTDOOR TREES, LAWNS, PLANTS, OR SHRUBS
LIMIT OF INSURANCE:	\$1,000 EACH ITEM \$10,000 ANY ONE OCCURRENCE
ADDITIONAL COVERAGE:	DEBRIS REMOVAL
LIMIT OF INSURANCE:	\$15,000 ANY ONE OCCURRENCE
COVERAGE EXTENSION:	PERSONAL PROPERTY OF OTHERS
LIMIT OF INSURANCE:	\$10,000 ANY ONE OCCURRENCE
COVERAGE EXTENSION:	BUSINESS PERSONAL PROPERTY OF YOUR CLERGY
LIMIT OF INSURANCE:	\$15,000 ANY ONE OCCURRENCE
ADDITIONAL COVERAGE:	REFRIGERATED FOOD PRODUCTS
LIMIT OF INSURANCE:	\$2,000 ANY ONE OCCURRENCE
COVERAGE EXTENSION:	STRUCTURES ON PREMISES
LIMIT OF INSURANCE:	\$10,000 ANY ONE OCCURRENCE
COVERAGE EXTENSION:	VALUABLE PAPERS AND RECORDS - COST OF RESEARCH
LIMIT OF INSURANCE:	\$15,000 ANY ONE OCCURRENCE
ADDITIONAL COVERAGE:	INSTITUTIONAL INCOME & EXTRA EXPENSE
LIMIT OF INSURANCE:	\$15,000 ANY ONE OCCURRENCE

ITEM 2. DEDUCTIBLE - OCCURRENCE:

\$1,000 EXCEPT AS FOLLOWS:

\$2,500 WINDSTORM OR HAIL A 149.1 - APPLIES TO PREM.: 001 BLDG.: 001

\$2,500 WINDSTORM OR HAIL A 149.1 - APPLIES TO PREM.: 002 BLDG.: 002

POLICY NO.: 0216634-02-956635

ITEM 3. ENDORSEMENTS:

NONE

ITEM 4. MORTGAGEHOLDERS, LOSS PAYEES, AND CONTRACT SELLERS:

MORTGAGEHOLDER(S):

COMMERCE BANK
5800 SAN DARIO AVE
LARDEO, TX 78041-3083
PREMISES/BUILDINGS INCLUDED: 002 002

**GENERAL LIABILITY COVERAGE PART
DECLARATIONS PAGE**

POLICY NO.: 0216634-02-956635

ITEM 1. LIMITS OF INSURANCE:

GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS - COMPLETED OPERATIONS AND SEXUAL MISCONDUCT OR SEXUAL MOLESTATION)	\$ 3,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 1,000,000
EACH OCCURRENCE LIMIT (BODILY INJURY AND PROPERTY DAMAGE COMBINED)	\$ 1,000,000
PERSONAL AND ADVERTISING INJURY LIMIT (COMBINED)	\$ 1,000,000
SEXUAL MISCONDUCT OR SEXUAL MOLESTATION LIMIT (COMBINED) - ALL LOCATIONS AND OPERATIONS	
EACH PERSON LIMIT	\$ 500,000
EACH OCCURENCE LIMIT	\$ 1,000,000
AGGREGATE LIMIT	\$ 1,000,000
MEDICAL EXPENSE LIMIT - ANY ONE PERSON	\$ 10,000
PROPERTY DAMAGE LEGAL LIABILITY - ANY ONE OCCURRENCE	\$ 300,000
LEGAL DEFENSE COVERAGE LIMIT	
EACH DEFENSIBLE INCIDENT LIMIT	\$ 5,000
AGGREGATE LIMIT	\$ 15,000
CATASTROPHIC VIOLENCE RESPONSE	
PER PERSON LIMIT	\$ 50,000
EACH VIOLENT INCIDENT LIMIT	\$ 300,000
VIOLENT INCIDENT AGGREGATE LIMIT	\$ 300,000

ITEM 2. DESCRIPTION AND CLASSIFICATION OF PREMISES AND OPERATIONS:

ALL PREMISES AND OPERATIONS UNLESS EXCLUDED IN ITEM 3 BELOW.

NONE

ITEM 3. EXCLUSION ENDORSEMENTS:

NONE

OTHER ENDORSEMENTS:

NONE



**CRIME COVERAGE PART
DECLARATIONS PAGE**

POLICY NO.: 0216634-02-956635

ITEM 1. DESCRIPTION OF PREMISES AND COVERAGES:

PREMISES NO: 001 BUILDING NO: 001
CONSTRUCTION: JOISTED MASONRY
OCCUPANCY: CHURCH
LOCATION: 3119 N MEADOW AVE
COUNTY: WEBB
CITY/STATE: LAREDO, TX

COVERAGE FORM: CHURCH THEFT OF MONEY AND SECURITIES

LIMIT OF INSURANCE: \$3,000 DEDUCTIBLE: \$250

SPECIAL COVERAGE DAYS:
CHRISTMAS, EASTER AND THANKSGIVING

ITEM 2. ENDORSEMENTS:

NONE



**PROFESSIONAL LIABILITY COVERAGE PART
DECLARATIONS PAGE**

POLICY NO.: 0216634-02-956635

ITEM 1. COVERAGE DESCRIPTION:

<u>COVERAGE</u>	<u>LIMIT OF INSURANCE</u>
COUNSELING PROFESSIONAL LIABILITY	
EACH CLAIM	\$ 1,000,000
AGGREGATE	\$ 3,000,000

SCHEDULE OF POSITIONS COVERED

"SCHEDULE OF POSITIONS COVERED" - "EMPLOYEES AND VOLUNTEERS ACTING UNDER YOUR DIRECTION AND CONTROL AND WITHIN THE SCOPE OF HIS OR HER DUTIES AS SUCH."

ITEM 2. ENDORSEMENTS:

NONE



**HIRED AND NONOWNED AUTOMOBILE LIABILITY COVERAGE PART
DECLARATIONS PAGE**

POLICY NO.: 0216634-02-956635

ITEM 1. COVERAGE DESCRIPTION:

<u>COVERAGE</u>	<u>LIMIT OF INSURANCE</u>
HIRED AND NONOWNED AUTOMOBILE LIABILITY COVERAGE RELIGIOUS INSTITUTIONS - EXCESS INSURANCE	
EACH OCCURRENCE	\$ 1,000,000
AGGREGATE	\$ 3,000,000

ITEM 2. ENDORSEMENTS:

MEDICAL EXPENSE COVERAGE - EXCESS INSURANCE	
ANY ONE PERSON	\$ 10,000
AGGREGATE	\$ 25,000

THIS ENDORSEMENT IS EFFECTIVE: 12/15/16 SEE ITEM THREE FOR A DESCRIPTION OF THE CHANGE(S). THE VEHICLE EFFECTIVE DATE (VED) IS THE DATE THE VEHICLE IS COVERED.

Mutual Company
Nonassessable Policy

CHURCH MUTUAL INSURANCE COMPANY

3000 Schuster Lane, P.O. Box 357, Merrill, WI 54452

BUSINESS AUTOMOBILE ENDORSEMENT DECLARATIONS

POLICY NUMBER: 0216634-09-930051

ITEM ONE. NAMED INSURED AND ADDRESS:

NEW VISION COMMUNITY CHURCH OF LAREDO INC
3119 N MEADOW AVE
LAREDO TX 78040-2267

POLICY PERIOD: FROM: 11/28/16 TO: 11/28/17

12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

0216634-09-828550

(RENEWAL OF)

FORM OF BUSINESS: RELIGIOUS INSTITUTION

AGENT: 12-166
TERRITORY 12-166
3000 SCHUSTER LANE
MERRILL WI 54452
(800) 554-2642

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE YOU THE INSURANCE AS STATED IN THIS POLICY.

ITEM TWO: SCHEDULE OF COVERAGES AND COVERED AUTOS

CA 00 01	(10 13)	BUSINESS AUTO COVERAGE FORM
CA DS 03	(03 10)	BUSINESS AUTOMOBILE DECLARATIONS
CA 01 96	(10 13)	TEXAS CHANGES
CA 02 43	(11 13)	TEXAS CHANGES - CANCELLATION AND NONRENEWAL
CA 23 84	(10 13)	EXCLUSION OF TERRORISM
CA 24 02	(10 13)	PUBLIC TRANSPORTATION AUTOS
CMA 2612TX	(04 12)	CHANGES IN POLICY - SEXUAL MISCONDUCT OR SEXUAL MOLESTATION EXCLUSION
CMA 2620	(05 06)	BUSINESS AUTO SUPPLEMENTAL COVERAGES
CMA 2638	(12 07)	CORPORATE ENTITY ENDORSEMENT
CMA 2639	(05 08)	REPLACEMENT COST COVERAGE ON AUTOS
CMA 2641	(10 08)	INSURED CONTRACT
IL 00 17	(11 98)	COMMON POLICY CONDITIONS
CA 21 09	(10 13)	TEXAS UNINSURED/UNDERINSURED MOTORISTS COVERAGE
CA 22 64	(10 13)	TEXAS PERSONAL INJURY PROTECTION ENDORSEMENT
CA 99 95	(10 13)	TEXAS SUPPLEMENTARY DEATH BENEFIT
CMA 2662TX	(05 14)	TEXAS AMENDATORY ENDORSEMENT
IL 00 21	(09 08)	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)



POLICY NUMBER: 0216634-09-930051

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the covered autos Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTO SYMBOLS	LIMITS (THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS)	PREMIUM
LIABILITY	2	\$1,000,000 EACH 'ACCIDENT'	\$ 1,730
PERSONAL INJURY PROTECTION	2	\$10,000	\$ 50
UNINSURED/UNDERINSURED MOTORISTS COMBINED LIABILITY	2	\$1,000,000 EACH 'ACCIDENT'	\$ 306
TEXAS AUTOMOBILE BURGLARY AND THEFT PREVENTION AUTHORITY FEE (SEE ENCLOSED EXPLANATION)			\$ 6
		ESTIMATED TOTAL PREMIUM	\$ 2,092.00
		ADDITIONAL PREMIUM FOR THIS ENDORSEMENT:	\$ 584.00

POLICY NO.: 0216634-09-930051

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN - SEE SCHEDULE ATTACHED

ADDED UNIT 3. DELETED COMPREHENSIVE AND COLLISION COVERAGES ON
UNITS 1 AND 2. DELETED LOSS PAYEE FOR UNIT 1.
FORM CA 99 44 (10-13) LOSS PAYABLE CLAUSE IS DELETED.



POLICY NO.: 0216634-09-930051

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN - Scheduled Vehicles are garaged in the city and state shown below. The vehicle effective date (VED) is the date that this vehicle is initially covered under this policy.

GARAGING: 3119 N MEADOW AVE
LAREDO TX 78040

* UNIT NO. 001 VED 11/28/16

YEAR	MAKE	VEHICLE DESCRIPTION	VIN	COST NEW	CLASS
2006	CHEV	15 PASS CH VAN	1GAHG39U261275628	30,474	6352C

LIAB PIP
\$ 356 \$ 17

* UNIT NO. 002 VED 11/28/16

YEAR	MAKE	VEHICLE DESCRIPTION	VIN	COST NEW	CLASS
2015	FORD	15 PASS INS VAN	1FBAX2CGXFK61023	37,500	6352I

LIAB PIP
\$ 356 \$ 12

* UNIT NO. 003 VED 12/15/16

YEAR	MAKE	VEHICLE DESCRIPTION	VIN	COST NEW	CLASS
2001	GMC	1/2 TON PICKUP	4KDB4B1R81J802986	20,000	23299

LIAB PIP
\$ 1,018 \$ 21

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Mutual Company
Nonassessable Policy

CHURCH MUTUAL INSURANCE COMPANY

3000 Schuster Lane, P.O. Box 357, Merrill, WI 54452

BUSINESS AUTOMOBILE DECLARATIONS

POLICY NUMBER: 0216634-09-930051

ITEM ONE. NAMED INSURED AND ADDRESS:

NEW VISION COMMUNITY CHURCH OF LAREDO INC
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12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

0216634-09-828550

(RENEWAL OF)

FORM OF BUSINESS: RELIGIOUS INSTITUTION

AGENT: 12-166

TERRITORY 12-166

LONE STAR DIVISION

CHURCH MUTUAL INS CO

3000 SCHUSTER LANE

MERRILL WI 54452

(800) 554-2642

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE YOU THE INSURANCE AS STATED IN THIS POLICY.

ITEM TWO: SCHEDULE OF COVERAGES AND COVERED AUTOS

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CA DS 03	(03 10)	BUSINESS AUTOMOBILE DECLARATIONS
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CA 24 02	(10 13)	PUBLIC TRANSPORTATION AUTOS
CA 99 44	(10 13)	LOSS PAYABLE CLAUSE
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CA 22 64	(10 13)	TEXAS PERSONAL INJURY PROTECTION ENDORSEMENT
CA 99 95	(10 13)	TEXAS SUPPLEMENTARY DEATH BENEFIT
CMA 2662TX	(05 14)	TEXAS AMENDATORY ENDORSEMENT



POLICY NO.: 0216634-09-930051

IL 00 21 (09 08) NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

POLICY NUMBER: 0216634-09-930051

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the covered autos Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTO SYMBOLS	LIMITS (THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS)	PREMIUM
LIABILITY	2	\$1,000,000 EACH 'ACCIDENT'	\$ 712
PERSONAL INJURY PROTECTION	2	\$10,000	\$ 29
UNINSURED/UNDERINSURED MOTORISTS COMBINED LIABILITY	2	\$1,000,000 EACH 'ACCIDENT'	\$ 204
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	7	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$(SEE SCHEDULE) DED. FOR EACH COVERED AUTO BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.	\$ 323
PHYSICAL DAMAGE COLLISION COVERAGE	7	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$(SEE SCHEDULE) DED. FOR EACH COVERED AUTO.*	\$ 207
TEXAS AUTOMOBILE BURGLARY AND THEFT PREVENTION AUTHORITY FEE (SEE ENCLOSED EXPLANATION)			\$ 4
ESTIMATED TOTAL PREMIUM			\$ 1,479.00



POLICY NO.: 0216634-09-930051

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN - SEE SCHEDULE ATTACHED

LOSS PAYEES, ADDITIONAL INSUREDS:

LOSS PAYEE: UNIT NO(S): 001
 GMAC
 PO BOX 380901
 BLOOMINGTON MN 55438-0901

POLICY NO.: 0216634-09-930051

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN - Scheduled Vehicles are garaged in the city and state shown below. The vehicle effective date (VED) is the date that this vehicle is initially covered under this policy.

GARAGING: 3119 N MEADOW AVE
LAREDO TX 78040

* UNIT NO. 001 VED 11/28/16

DEDUCTIBLES

YEAR	MAKE	VEHICLE DESCRIPTION	VIN	COST NEW	CLASS	COMP	COLL
2006	CHEV	15 PASS CH VAN	1GAHG39U261275628	30,474	6352C	\$500	\$500

LIAB	PIP	COMP	COLL
\$ 356	\$ 17	\$ 108	\$ 59

* UNIT NO. 002 VED 11/28/16

DEDUCTIBLES

YEAR	MAKE	VEHICLE DESCRIPTION	VIN	COST NEW	CLASS	COMP	COLL
2015	FORD	15 PASS INS VAN	1FBAX2CGXFK61023	37,500	6352I	\$500	\$500

LIAB	PIP	COMP	COLL
\$ 356	\$ 12	\$ 215	\$ 148

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EST # 4355

CITY OF LAREDO
CITY FOOD LICENSE

No. Nº 1357

Amount: \$

50.00

Issued to

New Vision Community Church

whose business address is

3119 N Meadow

to establish, maintain and operate a _____

in the City of Laredo, Texas, in accordance with the Code of Ordinances of the City of Laredo, and all other applicable health laws and regulations.

This license is issued subject to the following restrictions:

The packaged foods only

Full Services B.A.

It will expire on the 15th day of August following the date of issuance hereof, unless revoked by the City of Laredo Health Department for failure of licensee herein to comply with above mentioned Code of Ordinances.

Issued:

8/29/17

Hector F. Gonzalez

Expires: August 15, 20

18

City of Laredo Health Department

From: New Vision
Community Church
of
Laredo

R.F.P. FY 18-024

REQUEST FOR PROPOSAL

#1

DOWNTOWN NON-PROFIT FOOD/PANTRY

MARKET SERVICES

RECEIVED

2017 DEC 11 AM 10:59

CITY SECRETARY'S OFFICE

City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Horacio A. De Leon, City Manager

Staff Source: Dora Maldonado, RTA Tax Assessor-Collector

SUBJECT

Approving monthly adjustments to the tax roll. The amounts to be adjusted for the month of November 2017, represent a decrease of \$69,761.70. These adjustments are determined by the Webb County Appraisal District and by court orders.

PREVIOUS COUNCIL ACTION

Approves tax roll each year.

BACKGROUND

Under Section 26.09, Calculation of Tax, paragraph (e) of the Texas Property Tax Code, "the Assessor shall enter the amount of tax determined as provided by this section in the appraisal roll and submit it to the governing body of the unit for approval. The appraisal roll with amount of tax entered as approved by the governing body constitutes the unit's tax roll. It was the recommendation of the City Attorney and the Tax Collections Attorney, that adjustments be approved each month, in addition to the tax roll being accepted with adjustments.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Approval

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

"Potential revenues will decrease due to a decrease in levy in the amount of \$69,761.70".

Attachments

November 2017 Adjustments

ENTITY/YR	+ BASE	PAYMT REF	PYMT VOID	- BASE	CR REF	+/-TX DUE	TRANS FRM	TRANS TO
INT 15	200.26 ✓	.00	.00	200.26-	.00	.00	.00	.00
INT TOTALS	200.26	.00	.00	200.26-	.00	.00	.00	.00
IN15 15	1215.01 ✓	.00	.00	.00	.00	.00	.00	.00
IN15 TOTALS	1215.01	.00	.00	.00	.00	.00	.00	.00
IN16 16	3041.01 ✓	.00	.00	.00	.00	.00	.00	.00
IN16 TOTALS	3041.01	.00	.00	.00	.00	.00	.00	.00
LARE 13	.00	.00	.00	46.37-	.00	.00	.00	.00
LARE 14	.00	.00	.00	1755.63-	.00	.00	1872.28	1872.28-
LARE 15	.00	.00	.00	666.94-	408.77	.00	598.85	598.85-
LARE 16	.00	.00	.00	15503.65-	3614.76	.00	16623.05	25844.15-
LARE 17	17879.71 ✓	.00	998.84	85626.25-	3663.52	.00	18787.38	8066.80-
LARE TOTALS	17879.71	.00	998.84	103598.84-	7687.05	.00	37881.56	36382.08-
OMIT 15	3681.98	.00	.00	.00	.00	.00	303.40	303.40-
OMIT 16	14481.66 ✓	.00	.00	.00	.00	.00	848.04	848.04-
OMIT TOTALS	18163.64	.00	.00	.00	.00	.00	1151.44	1151.44-
RP15 15	30.34 ✓	.00	.00	.00	.00	.00	.00	.00
RP15 TOTALS	30.34	.00	.00	.00	.00	.00	.00	.00
RP16 16	27.23 ✓	.00	.00	7.56-	.00	.00	3.17	3.17-
RP16 TOTALS	27.23	.00	.00	7.56-	.00	.00	3.17	3.17-
RP17 17	.00	.00	.00	232.31-	164.93	.00	.00	.00
RP17 TOTALS	.00	.00	.00	232.31-	164.93	.00	.00	3.17-
RTN 17	75.00	.00	.00	.00	.00	.00	.00	.00
RTN TOTALS	75.00	.00	.00	.00	.00	.00	.00	.00
SUPP 12	60.52	.00	.00	.00	.00	.00	.00	.00
SUPP 13	60.52	.00	.00	.00	.00	.00	.00	.00
SUPP 14	116.76	.00	.00	.00	.00	.00	.00	.00
SUPP 15	312.36	.00	.00	.00	.00	.00	.00	.00
SUPP 16	3382.60	.00	.00	6507.87-	.00	.00	.00	1640.70-
SUPP TOTALS	3932.76	.00	.00	6507.87-	.00	.00	141.22	1640.70-
TRZ1 16	599.16	.00	.00	.00	.00	.00	.00	.00
TRZ1 17	.00	.00	565.34	47.96-	1315.13	.00	.00	.00
TRZ1 TOTALS	599.16	.00	565.34	47.96-	1315.13	.00	.00	.00
TOTALS	45164.12	.00	1564.18	110594.80-	9167.11	.00	39177.39	39177.39-

NOVEMBER 2017

2017	< 67,746.54 >
PRIOR	< 17,972.59 >
TRZ1-17	< 47.96 >
TRZ1-16	599.16
Supp P.	< 2,575.11 >
OMIT P.	18,163.64
RP15	30.34
RP16	19.67
RP17	< 232.31 >
IN15	1,215.01
IN16	3,041.01
RTN	75.00
	<u>< 65,430.68 ></u>

2017	< 67,746.54 >
PRIOR	< 17,972.59 >
TRZ1-17	< 47.96 >
TRZ1-16	599.16
Supp P.	< 2,575.11 >
OMIT P.	18,163.64
RP15	30.34
RP16	19.67
RP17	< 232.31 >
	<u>< 69,761.70 ></u>
	CC. AGENDA
IN15	1,215.01
IN16	3,041.01
RTN	75.00
	<u>< 65,430.68 ></u>

ENTITY/YR	BASE TAX	PENALTY	INTEREST	COLL FEE	DISCOUNT	UNAPPLIED	TOTAL	All account types All roll codes
INT TOTALS	.00	.00	.00	.00	.00	.00	.00	
IN15 TOTALS	.00	.00	.00	.00	.00	.00	.00	
IN16 TOTALS	.00	.00	.00	.00	.00	.00	.00	
LARE 14	1856.26	.00	16.02	.00	.00	.00	1872.28	TRANSFERS FROM
LARE 14	163.02	.00	.00	.00	.00	.00	1872.28	TRANSFERS TO
LARE 15	.00	.00	.00	.00	.00	.00	408.77	CREDIT REFUND
LARE 15	598.85	.00	.00	.00	.00	.00	598.85	TRANSFERS FROM
LARE 15	.00	.00	.00	.00	.00	.00	598.85	TRANSFERS TO
LARE 16	.00	.00	.00	.00	.00	.00	3614.76	CREDIT REFUND
LARE 16	15804.25	261.55	182.26	374.99	.00	.00	16623.05	TRANSFERS FROM
LARE 16	9479.71	1066.88	900.12	1460.98	.00	.00	25844.15	TRANSFERS TO
LARE 17	998.84	.00	.00	.00	.00	.00	998.84	PAYMENT VOID
LARE 17	.00	.00	.00	.00	.00	.00	3663.52	CREDIT REFUND
LARE 17	17287.90	.00	.00	.00	.00	.00	18787.38	TRANSFERS FROM
LARE 17	4100.05	.00	.00	.00	.00	.00	3966.75	TRANSFERS TO
LARE TOTALS	22803.32	805.33	701.84	1085.99	.00	10024.79	10185.37	
OMIT 15	303.40	.00	.00	.00	.00	.00	303.40	TRANSFERS FROM
OMIT 15	.00	.00	.00	.00	.00	.00	303.40	TRANSFERS TO
OMIT 16	272.32	.00	.00	.00	.00	.00	848.04	TRANSFERS FROM
OMIT 16	272.32	.00	.00	.00	.00	.00	848.04	TRANSFERS TO
OMIT TOTALS	.00	.00	.00	.00	.00	.00	.00	
RP15 TOTALS	.00	.00	.00	.00	.00	.00	.00	
RP16 16	3.17	.00	.00	.00	.00	.00	3.17	TRANSFERS FROM
RP16 TOTALS	3.17	.00	.00	.00	.00	.00	3.17	
RP17 17	.00	.00	.00	.00	.00	.00	164.93	CREDIT REFUND
RP17 17	.00	.00	.00	.00	.00	.00	3.17	TRANSFERS TO
RP17 TOTALS	.00	.00	.00	.00	.00	.00	161.76	
RTN TOTALS	.00	.00	.00	.00	.00	.00	.00	
SUPP 16	70.61	.00	.00	.00	.00	.00	141.22	TRANSFERS FROM
SUPP 16	1368.18	73.01	38.46	90.44	.00	70.61	1640.70	TRANSFERS TO
SUPP TOTALS	1297.57	73.01	38.46	90.44	.00	.00	1499.48	
TRZ1 17	565.34	.00	.00	.00	.00	.00	565.34	PAYMENT VOID
TRZ1 17	.00	.00	.00	.00	.00	.00	1315.13	CREDIT REFUND
TRZ1 TOTALS	565.34	.00	.00	.00	.00	.00	1880.47	
TOTALS	22074.26	878.34	740.30	1176.43	.00	8547.90	10731.29	

2017
 PRIOR
 TRZ1-17
 Supp P. < 1,297.57 >
 RP16 3.17
 14,186.69
 8,616.63
 565.34
 22,074.26

RECAP TOTALS BY ADJUSTMENT CODE

ADJ CODE	+ BASE	PAYMT REF	PYMT VOID	- BASE	CR REF	+/-TX DUE	TRANS FRM	TRANS TO
APCR	.00	.00	.00	.00	.00	.00	575.72	575.72
CBR	.00	.00	.00	.00	9167.11	.00	.00	.00
CE	457.74	.00	.00	1461.54	.00	.00	.00	.00
CED1	.00	.00	.00	31777.21	.00	.00	.00	.00
CP	100.27	.00	.00	100.26	.00	.00	.00	.00
DA	.00	.00	.00	31.97	.00	.00	.00	.00
DNE	.00	.00	.00	1197.11	.00	.00	.00	.00
DVHS	.00	.00	.00	500.62	.00	.00	.00	.00
ENV	4118.09	.00	.00	19.63	.00	.00	.00	.00
EP	.00	.00	.00	21480.71	.00	.00	.00	.00
EXRE	.00	.00	.00	262.69	.00	.00	955.18	955.18
IIFRZ	4456.28	.00	.00	.00	.00	.00	.00	.00
LAW	.00	.00	.00	2480.78	.00	.00	.00	.00
LHS	.00	.00	.00	239.87	.00	.00	.00	.00
NSF	.00	.00	.00	.00	.00	.00	100.26	100.26
OMIT	2597.05	.00	.00	.00	.00	.00	.00	.00
OTAX	18163.64	.00	1422.29	.00	.00	.00	.00	.00
OIHR	.00	.00	.00	.00	.00	.00	238.18	238.18
OV65	28.67	.00	.00	200.26	.00	.00	383.59	383.59
PROT	4422.00	.00	.00	9902.90	.00	.00	12162.88	12162.88
REND	57.57	.00	.00	12325.25	.00	.00	.00	.00
RIN	75.00	.00	.00	228.40	.00	.00	.00	.00
SAGU	.00	.00	.00	.00	.00	.00	3.17	3.17
SCE	300.28	.00	.00	5883.97	.00	.00	4770.90	4770.90
SCP	200.46	.00	.00	289.49	.00	.00	88.61	88.61
SDNE	.00	.00	.00	391.56	.00	.00	46.14	46.14
SENV	1190.33	.00	.00	381.42	.00	.00	.00	.00
SEP	.00	.00	.00	31.85	.00	.00	.00	.00
SLAW	.00	.00	.00	5009.75	.00	.00	1336.39	1336.39
SO65	599.16	.00	.00	3151.98	.00	.00	2205.19	2205.19
SPLIT	5174.05	.00	.00	4351.48	.00	.00	191.10	191.10
SPRO	.00	.00	.00	2897.94	.00	.00	377.99	377.99
SREH	.00	.00	.00	2496.02	.00	.00	727.90	727.90
SSPT	1985.09	.00	.00	191.10	.00	.00	4848.27	4848.27
SVET	114.68	.00	.00	2077.44	.00	.00	1499.48	1499.48
TF	1123.76	.00	.00	95.55	.00	.00	382.20	382.20
TF1	.00	.00	.00	835.43	.00	.00	40.58	40.58
TRNF	.00	.00	.00	47.96	.00	.00	.00	.00
VET	.00	.00	.00	.00	.00	.00	7344.79	7344.79
VOID	.00	.00	.00	253.66	.00	.00	898.87	898.87
TOTALS	45164.12	.00	1564.18	110594.80	9167.11	.00	39177.39	39177.39

TAX ADJUSTMENT LISTING
 11/01/17 - 11/30/17
 BY TRANSACTION DATE

All account types
 All roll codes

PAYMENT RECAP TOTALS BY YEAR/ADJUSTMENT CODE

YR/ADJ CODE	BASE TAX	PENALTY	INTEREST	COLL FEE	DISCOUNT	UNAPPLIED	TOTAL
17 TOTALS	.00	.00	.00	.00	.00	.00	.00
13 TOTALS	.00	.00	.00	.00	.00	.00	.00
14	1709.26	.00	.00	.00	.00	.00	1709.26
14 OTHR	.00	.00	.00	.00	.00	.00	1709.26
14 OTHR	147.00	.00	16.02	.00	.00	.00	163.02
14 OTHR	163.02	.00	16.02	.00	.00	.00	163.02
14 OTHR	1693.24	.00	.00	.00	.00	.00	1693.24
15	598.85	.00	.00	.00	.00	.00	598.85
15 APCR	.00	.00	.00	.00	.00	.00	598.85
15 CBR	303.40	.00	.00	.00	.00	.00	303.40
15 CBR	.00	.00	.00	.00	.00	.00	408.77
15 CBR	303.40	.00	.00	.00	.00	.00	408.77
15 CBR	598.85	.00	.00	.00	.00	.00	598.85
15 TOTALS	12960.93	.00	.00	.00	.00	.00	12960.93
16	272.32	.00	.00	.00	.00	.00	272.32
16 APCR	.00	.00	.00	.00	.00	.00	272.32
16 APCR	272.32	.00	.00	.00	.00	.00	272.32
16 CBR	.00	.00	.00	.00	.00	.00	3614.76
16 CBR	1842.55	188.08	143.90	284.90	.00	.00	3614.76
16 CBR	8386.75	935.72	790.82	1260.97	.00	.00	11949.98
16 CBR	3.17	.00	.00	.00	.00	.00	3.17
16 CBR	46.14	.00	.00	.00	.00	.00	46.14
16 CBR	.00	.00	.00	.00	.00	.00	46.14
16 CBR	1297.56	73.47	38.36	90.09	.00	.00	1499.48
16 CBR	.00	.00	.00	.00	.00	.00	1499.48
16 TRNF	2461.14	204.17	147.76	290.45	.00	.00	3103.52
16 TRNF	5030.14	878.34	756.32	1176.43	.00	.00	7102.65
16 TOTALS	2235.59	.00	.00	.00	.00	.00	2235.59
17	.00	.00	.00	.00	.00	.00	2235.59
17 CBR	.00	.00	.00	.00	.00	.00	2235.59
17 NSF	1422.29	.00	.00	.00	.00	.00	5143.58
17 NSF	9237.03	.00	.00	.00	.00	.00	1422.29
17 OTHR	49.88	.00	.00	.00	.00	.00	9237.03
17 OTHR	.00	.00	.00	.00	.00	.00	49.88
17 REND	.00	.00	.00	.00	.00	.00	49.88
17 REND	.00	.00	.00	.00	.00	.00	3.17
17 SSPT	40.58	.00	.00	.00	.00	.00	3.17
17 TF	.00	.00	.00	.00	.00	.00	40.58
17 TF	5774.70	.00	.00	.00	.00	.00	40.58
17 TRNF	4050.17	.00	.00	.00	.00	.00	40.58
17 TRNF	141.89	.00	.00	.00	.00	.00	4050.17
17 VOID	14752.03	.00	.00	.00	.00	.00	141.89
17 VOID	22074.26	878.34	740.30	1176.43	.00	.00	141.89
17 VOID	14752.03	.00	.00	.00	.00	.00	141.89
17 TOTALS	22074.26	878.34	740.30	1176.43	.00	.00	141.89
TOTALS	22074.26	878.34	740.30	1176.43	.00	.00	141.89
TOTALS	22074.26	878.34	740.30	1176.43	.00	.00	17425.17
TOTALS	22074.26	878.34	740.30	1176.43	.00	.00	17425.17

	PREVIOUS BALANCES	ORIGINAL TRANSACTIONS	ADJUSTMENTS TO ORIGINAL	ADJUSTMENTS TO PREVIOUS	NET ADJUSTMENTS	ENDING BALANCES
BASE TAX BILLED	84,089,438.79		7,762.08	75,713.89-	67,951.81-	84,021,486.98
- BASE TAX PAID	6,034,772.22	8,676,650.38	10,627.19-	4,124.84-	14,752.03-	14,696,670.57
+/- ADJUSTMENTS TO UNPAID TAX						
= OUTSTANDING BASE TAX	78,054,666.57					69,324,816.41

CHARGES LEVIED
 CHARGES PAID
 +/- ADJUSTMENTS TO UNPAID CHARGES
 = OUTSTANDING CHARGES

OTHER PAID:
 PENALTY
 INTEREST
 COLLECTION FEE
 DISCOUNT
 UNAPPLIED
 DEFERRED
 TOTAL PAID

11,843.04	5,210.64	72.93-	2,600.21-	2,673.14-	14,380.54
6,046,615.26	8,681,861.02	10,700.12-	6,725.05-	17,425.17-	14,711,051.11

	PREVIOUS BALANCES	ORIGINAL TRANSACTIONS	ADJUSTMENTS TO ORIGINAL	TRANSACTIONS THIS PERIOD TO PREVIOUS	ADJUSTMENTS TO PREVIOUS	NET ADJUSTMENTS	ENDING BALANCES
-	1259,712,133.81				97,727.57-	65,430.68-	1259,646,703.13
-	1176,725,582.31	8,850,309.53	32,296.89	3,548.37-	18,525.89-	22,074.26-	1185,553,817.58
+/-	2,734.03-						2,734.03-
=	82,983,817.47						74,090,151.52

CHARGES LEVIED
 CHARGES PAID
 +/- ADJUSTMENTS TO UNPAID CHARGES
 = OUTSTANDING CHARGES

OTHER PAID:

PENALTY	22,147,414.99	19,600.44	837.74	40.60	878.34	22,167,893.77
INTEREST	7,684,500.90	25,229.14	681.31	58.99	740.30	7,710,470.34
COLLECTION FEE	11,496,457.17	31,352.93	1,244.47	68.04-	1,176.43	11,528,986.53
DISCOUNT						
UNAPPLIED DEFERRED	12,051.45	5,220.25	72.93-	8,620.83	8,547.90	25,819.60
TOTAL PAID	1218,066,006.82	8,931,712.29	857.78-	9,873.51-	10,731.29-	1226,986,987.82

RECAP TOTALS BY YEAR/ROLL/PERIOD

YR/ROLL/PD	+ BASE	PAYMT REF	PYMT VOID	- BASE	CR REF	+/-TX DUE	TRANS FRM	TRANS TO
12 R 1	60.52	.00	.00	.00	.00	.00	.00	.00
12 TOTALS	60.52	.00	.00	.00	.00	.00	.00	.00
13 R 1	60.52	.00	.00	46.37-	.00	.00	.00	.00
13 TOTALS	60.52	.00	.00	46.37-	.00	.00	.00	.00
14 R 1	116.76	.00	.00	1755.63-	.00	.00	1872.28	1872.28-
14 TOTALS	116.76	.00	.00	1755.63-	.00	.00	1872.28	1872.28-
15 R 1	5439.95	.00	.00	867.20-	408.77	.00	902.25	902.25-
15 TOTALS	5439.95	.00	.00	867.20-	408.77	.00	902.25	902.25-
16 R 1	21531.66	.00	.00	22019.08-	3614.76	.00	17615.48	28332.89-
16 TOTALS	21531.66	.00	.00	22019.08-	3614.76	.00	17615.48	28332.89-
17 R 1	17954.71	.00	1564.18	85906.52-	5143.58	.00	18787.38	8069.97-
17 TOTALS	17954.71	.00	1564.18	85906.52-	5143.58	.00	18787.38	8069.97-
TOTALS	45164.12	.00	1564.18	110594.80-	9167.11	.00	39177.39	39177.39-

City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Horacio A. De Leon, City Manager

Staff Source: Dora Maldonado, RTA Tax Assessor-Collector

SUBJECT

Approving monthly adjustments to the tax roll. The amounts to be adjusted for the month of December 2017, represent an increase of \$32,430.48. These adjustments are determined by the Webb County Appraisal District and by court orders.

PREVIOUS COUNCIL ACTION

Approves tax roll each year.

BACKGROUND

Under Section 26.09, Calculation of Tax, paragraph (e) of the Texas Property Tax Code, "the Assessor shall enter the amount of tax determined as provided by this section in the appraisal roll and submit it to the governing body of the unit for approval. The appraisal roll with amount of tax entered as approved by the governing body constitutes the unit's tax roll. It was the recommendation of the City Attorney and the Tax Collections Attorney, that adjustments be approved each month, in addition to the tax roll being accepted with adjustments.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

Approval

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

"Potential revenues will increase due to an increase in levy in the amount of \$32,430.48".

Attachments

December 2017 Adjustments

All account types
 All roll codes

TAX ADJUSTMENT LISTING
 12/01/17 - 12/31/17
 BY TRANSACTION DATE
 RECAP TOTALS BY ENTITY/YEAR

ENTITY/YR	+ BASE	PAYMT REF	PYMT VOID	- BASE	CR REF	+/-TX DUE	TRANS FRM	TRANS TO
IN16	28.93	.00	.00	.00	.00	.00	.00	.00
IN16 TOTALS	28.93	.00	.00	.00	.00	.00	.00	.00
LARE 96	50.83	.00	.00	.00	.00	.00	.00	206.93-
LARE 97	.00	.00	.00	141.08-	.00	.00	.00	.00
LARE 98	.00	.00	.00	150.91-	.00	.00	.00	.00
LARE 99	.00	.00	.00	159.10-	.00	.00	.00	.00
LARE 00	.00	.00	.00	166.11-	.00	.00	.00	.00
LARE 01	.00	.00	.00	166.11-	.00	.00	.00	.00
LARE 02	.00	.00	.00	186.64-	.00	.00	.00	.00
LARE 03	.00	.00	.00	189.96-	.00	.00	.00	.00
LARE 04	.00	.00	.00	188.55-	.00	.00	.00	.00
LARE 05	.00	.00	.00	197.41-	.00	.00	.00	.00
LARE 06	.00	.00	.00	55.74-	.00	.00	.00	.00
LARE 12	.00	.00	.00	.00	.00	.00	.00	.00
LARE 14	.00	.00	.00	.00	.00	.00	.00	.00
LARE 15	.00	.00	.00	.00	.00	.00	.00	.00
LARE 16	.00	.00	.00	.00	.00	.00	.00	.00
LARE 17	24231.79	.00	2335.07	14846.52-	1709.26	.00	17508.87	15168.07-
LARE TOTALS	24282.62	.00	2335.07	6851.27	15305.03	.00	18584.20	18734.94-
OMIT TOTALS	263.14	.00	.00	.00	30178.22	.00	36093.07	34172.55-
RP15	324.84	.00	.00	.00	.00	.00	.00	.00
RP15 TOTALS	324.84	.00	.00	6.30-	4.13	.00	4.13	4.13-
RP16	1449.08	.00	.00	5.74-	3.57	.00	3.57	3.57-
RP16 TOTALS	1449.08	.00	.00	5.74-	3.57	.00	3.57	3.57-
RP17	189.35	.00	.00	757.58-	3.17	.00	328.33	199.63-
RP17 TOTALS	189.35	.00	.00	757.58-	3.17	.00	328.33	199.63-
RIN	75.00	.00	.00	.00	.00	.00	.00	.00
RIN TOTALS	75.00	.00	.00	.00	.00	.00	.00	.00
SUPP	21172.32	.00	.00	.00	.00	.00	.00	.00
SUPP 12	20080.69	.00	.00	.00	.00	.00	.00	.00
SUPP 13	18986.67	.00	.00	.00	.00	.00	.00	.00
SUPP 14	17011.37	.00	.00	.00	.00	.00	.00	.00
SUPP 15	15841.19	.00	.00	.00	.00	.00	.00	.00
SUPP 16	93092.24	.00	.00	.00	.00	.00	.00	.00
SUPP TOTALS	119705.20	.00	2335.07	87170.79-	30189.09	.00	36429.10	36429.10-
TRZ1	.00	.00	.00	599.16-	.00	.00	.00	.00
TRZ1 16	.00	.00	.00	702.61-	.00	.00	.00	.00
TRZ1 17	.00	.00	.00	1301.77-	.00	.00	.00	.00
TRZ1 TOTALS	.00	.00	.00	1301.77-	.00	.00	.00	.00
TOTALS	119705.20	.00	2335.07	87170.79-	30189.09	.00	36429.10	36429.10-

DECEMBER 2017

2017	< 444,419.48 >	
PRIOR	< 16,397.30 >	
TRZ1-17	< 702.61 >	
TRZ1-16	< 599.16 >	
Supp P.	93,092.24	
OMIT P.	263.14	
RP15	318.54	
RP16	1,443.34	
RP17	< 568.23 >	
FIN16	28.93	
RTN	75.00	
	32,534.41	

2017	< 444,419.48 >	
PRIOR	< 16,397.30 >	
TRZ1-17	< 702.61 >	
TRZ1-16	< 599.16 >	
Supp P.	93,092.24	
OMIT P.	263.14	
RP15	318.54	
RP16	1,443.34	
RP17	< 568.23 >	
	32,430.48	C.C. AGENDA
FIN16	28.93	
RTN	75.00	
	32,534.41	

PAYMENT RECAP TOTALS BY ENTITY/YEAR

ENTITY/YR	BASE TAX	PENALTY	INTEREST	COLL FEE	DISCOUNT	UNAPPLIED	TOTAL
LN16 TOTALS	.00	.00	.00	.00	.00	.00	.00
LARE 96	50.83-	6.10-	123.01-	26.99-	.00	.00	206.93-
LARE 12	32.27-	3.86-	18.33-	8.15-	.00	.00	62.61-
LARE 14	.00	.00	.00	.00	.00	1709.26	1709.26
LARE 15	.00	.00	.00	.00	.00	190.08	190.08
LARE 16	.00	.00	.00	.00	.00	15305.03	15305.03
LARE 16	15538.53	125.00	96.57	177.91	.00	1570.86	17508.87
LARE 16	1354.30-	95.52-	137.72-	.52-	.00	13580.01-	15168.07-
LARE 17	2335.07	.00	.00	.00	.00	.00	2335.07
LARE 17	.00	.00	.00	.00	.00	12973.85	12973.85
LARE 17	11403.19	.00	.00	.00	.00	7181.01	18584.20
LARE 17	7716.64-	.00	.00	.00	.00	11018.30-	18734.94-
LARE TOTALS	20122.75 ✓	19.52	182.49-	142.25	.00	14331.78	34433.81
OMIT TOTALS	.00	.00	.00	.00	.00	.00	.00
RP15 15	.00	.00	.00	.00	.00	4.13	4.13
RP15 15	4.13	.00	.00	.00	.00	.00	4.13
RP15 TOTALS	4.13 ✓	.00	.00	.00	.00	4.13-	4.13-
RP16 16	.00	.00	.00	.00	.00	3.57	3.57
RP16 16	3.57	.00	.00	.00	.00	.00	3.57
RP16 TOTALS	3.57 ✓	.00	.00	.00	.00	3.57-	3.57-
RP17 17	.00	.00	.00	.00	.00	3.17	3.17
RP17 17	199.63	.00	.00	.00	.00	128.70	328.33
RP17 TOTALS	199.63	.00	.00	.00	.00	199.63-	199.63-
RTN TOTALS	.00	.00	.00	.00	.00	.00	.00
SUPP 16	1660.02-	18.77-	6.21-	42.73-	.00	.00	1727.73-
SUPP TOTALS	1660.02- ✓	18.77-	6.21-	42.73-	.00	.00	1727.73-
TRZI 17	321.49-	.00	.00	.00	.00	.00	321.49-
TRZI TOTALS	321.49- ✓	.00	.00	.00	.00	.00	321.49-
TOTALS	18348.57	.75	188.70-	99.52	.00	14264.02	32524.16

2017
 PRIOR
 TRZI-17
 SUPP R.
 RP15
 RP16
 RP17

6,021.62
 14,101.13
 (321.49)
 (1,660.02)
 4.13
 3.57
 199.63

18,348.57

TAX ADJUSTMENT LISTING
 12/01/17 - 12/31/17
 BY TRANSACTION DATE
 RECAP TOTALS BY ADJUSTMENT CODE

ADJ CODE	+ BASE	PAYMT REF	PYMT VOID	- BASE	CR REF	+/-TX DUE	TRANS FRM	TRANS TO
AGRB	91217.54	.00	.00	.00	.00	.00	.00	.00
APCR	.00	.00	.00	.00	.00	.00	4488.44	4488.44
CBR	.00	.00	.00	.00	30189.09	.00	.00	.00
CE	2997.09	.00	.00	2312.51	.00	.00	382.20	382.20
CED	5765.34	.00	.00	.00	.00	.00	.00	.00
CED1	.00	.00	.00	19148.27	.00	.00	.00	.00
CITY	.00	.00	.00	1601.61	.00	.00	.00	.00
CP	109.57	.00	.00	109.56	.00	.00	5042.22	5042.22
DA	.00	.00	.00	12.74	.00	.00	.00	.00
DAU1	.00	.00	.00	.01	.00	.00	.00	.00
DVHS	.00	.00	.00	4093.78	.00	.00	618.25	618.25
ENV	5260.83	.00	.00	.00	.00	.00	.00	.00
EP	.00	.00	.00	9458.18	.00	.00	206.80	206.80
LHS	28.93	.00	.00	.00	.00	.00	.00	.00
NSF	.00	.00	2335.07	342.62	.00	.00	.00	.00
OMIT	4924.14	.00	.00	.00	.00	.00	.00	.00
OTAX	263.14	.00	.00	.00	.00	.00	3562.77	3562.77
OTHR	50.83	.00	.00	.00	.00	.00	132.88	132.88
OV65	.00	.00	.00	4548.56	.00	.00	1588.06	1588.06
PROR	.00	.00	.00	15177.20	.00	.00	.00	.00
PROT	.00	.00	.00	702.61	.00	.00	.00	.00
REND	1963.27	.00	.00	9427.88	.00	.00	382.20	382.20
RTN	75.00	.00	.00	769.62	.00	.00	207.33	207.33
SFRZ	11.53	.00	.00	.00	.00	.00	.00	.00
SLAW	.00	.00	.00	.00	.00	.00	5070.25	5070.25
SO65	.00	.00	.00	6540.37	.00	.00	2682.55	2682.55
SPLT	2460.38	.00	.00	6178.62	.00	.00	573.30	573.30
SSFT	1863.17	.00	.00	2374.36	.00	.00	701.97	701.97
SVET	.00	.00	.00	1910.94	.00	.00	4630.42	4630.42
TF	2523.34	.00	.00	216.58	.00	.00	31.85	31.85
TRNF	.00	.00	.00	1796.21	.00	.00	414.67	414.67
VET	191.10	.00	.00	.00	.00	.00	5712.94	5712.94
TOTALS	119705.20	.00	2335.07	87170.79	30189.09	.00	36429.10	36429.10

TAX ADJUSTMENT LISTING
 12/01/17 - 12/31/17
 BY TRANSACTION DATE

PAYMENT RECAP TOTALS BY YEAR/ADJUSTMENT CODE

YR/ADJ CODE	BASE TAX	PENALTY	INTEREST	COLL FEE	DISCOUNT	UNAPPLIED	TOTAL	
96 TRNF	50.83-	6.10-	123.01-	26.99-	.00	.00	206.93-	TRANSFERS TO
17 TOTALS	50.83-	6.10-	123.01-	26.99-	.00	.00	206.93-	TRANSFERS TO
97 TOTALS	.00	.00	.00	.00	.00	.00	.00	
98 TOTALS	.00	.00	.00	.00	.00	.00	.00	
99 TOTALS	.00	.00	.00	.00	.00	.00	.00	
00 TOTALS	.00	.00	.00	.00	.00	.00	.00	
01 TOTALS	.00	.00	.00	.00	.00	.00	.00	
02 TOTALS	.00	.00	.00	.00	.00	.00	.00	
03 TOTALS	.00	.00	.00	.00	.00	.00	.00	
04 TOTALS	.00	.00	.00	.00	.00	.00	.00	
05 TOTALS	.00	.00	.00	.00	.00	.00	.00	
06 TOTALS	.00	.00	.00	.00	.00	.00	.00	
12 TRNF	32.27-	3.86-	18.33-	8.15-	.00	.00	62.61-	TRANSFERS TO
12 TOTALS	32.27-	3.86-	18.33-	8.15-	.00	.00	62.61-	TRANSFERS TO
13 TOTALS	.00	.00	.00	.00	.00	.00	.00	
14 CBR	.00	.00	.00	.00	.00	1709.26	1709.26	CREDIT REFUND
14 TOTALS	.00	.00	.00	.00	.00	1709.26	1709.26	CREDIT REFUND
15 CBR	.00	.00	.00	.00	.00	194.21	194.21	CREDIT REFUND
15 REND	4.13	.00	.00	.00	.00	.00	4.13	TRANSFERS FROM
15 REND	.00	.00	.00	.00	.00	.00	.00	TRANSFERS TO
15 TOTALS	4.13	.00	.00	.00	.00	190.08	194.21	TRANSFERS TO
16	12931.06	.00	.00	.00	.00	.00	12931.06	TRANSFERS FROM
16	.00	.00	.00	.00	.00	.00	12931.06-	TRANSFERS TO
16 CBR	.00	.00	.00	.00	.00	15308.60	15308.60	CREDIT REFUND
16 OTHER	870.33	104.22	85.75	158.75	.00	.00	1219.06	TRANSFERS FROM
16 OTHER	1354.30-	95.52-	137.72-	.52-	.00	.00	1588.06-	TRANSFERS TO
16 REND	3.57	.00	.00	.00	.00	.00	3.57	TRANSFERS FROM
16 REND	.00	.00	.00	.00	.00	.00	3.57-	TRANSFERS TO
16 SSPT	1671.12	18.99	5.43	16.40	.00	.00	1711.94	TRANSFERS FROM
16 SSPT	.00	.00	.00	.00	.00	.00	648.95-	TRANSFERS TO
16 TRNF	66.02	1.79	5.39	2.75	.00	.00	1646.81	TRANSFERS FROM
16 TRNF	1660.02-	18.77-	6.21-	42.73-	.00	.00	1727.73-	TRANSFERS TO
16 TOTALS	12527.78	10.71	47.36-	134.66	.00	3295.88	15921.67	TRANSFERS TO
17	8672.69	.00	.00	.00	.00	.00	8672.69	TRANSFERS FROM
17	.00	.00	.00	.00	.00	.00	8672.69-	TRANSFERS TO
17 APCR	.00	.00	.00	.00	.00	4488.44	4488.44	TRANSFERS FROM
17 APCR	4488.44-	.00	.00	.00	.00	.00	4488.44-	TRANSFERS TO

YR/ADJ CODE	BASE TAX	PENALTY	INTEREST	COLL FEE	DISCOUNT	UNAPPLIED	TOTAL
17 CBR	.00	.00	.00	.00	.00	12977.02	12977.02
17 NSF	2335.07	.00	.00	.00	.00	.00	2335.07
17 OTHR	369.00	.00	.00	.00	.00	.00	369.00
17 REND	199.63	.00	.00	.00	.00	.00	199.63
17 REND	.00	.00	.00	.00	.00	199.63-	199.63-
17 SPLT	701.97	.00	.00	.00	.00	.00	701.97
17 SPLT	.00	.00	.00	.00	.00	701.97-	701.97-
17 SSPT	.00	.00	.00	.00	.00	1062.99-	1062.99-
17 TF	414.67	.00	.00	.00	.00	.00	414.67
17 TF	.00	.00	.00	.00	.00	414.67-	414.67-
17 TRNF	1244.86	.00	.00	.00	.00	2821.27	4066.13
17 TRNF	3549.69-	.00	.00	.00	.00	165.98-	3715.67-
17 TOTALS	5899.76	.00	.00	.00	.00	9068.80	14968.56
TOTALS	18348.57	.75	188.70-	99.52	.00	14264.02	32524.16

CREDIT REFUND
 PAYMENT VOID
 TRANSFERS FROM
 TRANSFERS FROM
 TRANSFERS TO
 TRANSFERS TO
 TRANSFERS TO
 TRANSFERS TO
 TRANSFERS TO
 TRANSFERS TO

	PREVIOUS BALANCES	ORIGINAL TRANSACTIONS	TRANSACTIONS THIS PERIOD ADJUSTMENTS TO ORIGINAL	ADJUSTMENTS TO PREVIOUS	NET ADJUSTMENTS	ENDING BALANCES
BASE TAX BILLED	84,021,486.98		7,380.06	52,995.38-	45,615.32-	83,975,871.66
- BASE TAX PAID	14,722,078.01	34,195,158.42	3,619.63	9,519.39-	5,899.76-	48,911,336.67
+/- BASE PAID FROM DEFERRED ADJUSTMENTS TO UNPAID TAX						
= OUTSTANDING BASE TAX	69,299,408.97					35,064,534.99

CHARGES LEVIED
 CHARGES PAID
 +/- ADJUSTMENTS TO UNPAID CHARGES
 = OUTSTANDING CHARGES

OTHER PAID:

PENALTY						
INTEREST						
COLLECTION FEE						
DISCOUNT	14,380.54	113,722.15	8,894.60-	174.20-	9,068.80-	119,033.89
UNAPPLIED DEFERRED						
TOTAL PAID	14,736,458.55	34,308,880.57	5,274.97-	9,693.59-	14,968.56-	49,030,370.56

	PREVIOUS BALANCES	ORIGINAL TRANSACTIONS	ADJUSTMENTS TO ORIGINAL	TRANSACTIONS THIS PERIOD	ADJUSTMENTS TO PREVIOUS	NET ADJUSTMENTS	ENDING BALANCES
BASE TAX BILLED	1259,646,703.13		100,779.16	68,244.75-		32,534.41	1259,679,237.54
BASE TAX PAID	1185,579,225.02	34,314,252.15	3,612.43	21,961.00-		18,348.57-	1219,875,128.60
BASE PAID FROM DEFERRED							
ADJUSTMENTS TO UNPAID TAX	2,734.03-						2,734.03-
OUTSTANDING BASE TAX	74,064,744.08						39,801,374.91

CHARGES LEVIED
 CHARGES PAID
 ADJUSTMENTS TO UNPAID CHARGES
 OUTSTANDING CHARGES

	OTHER PAID:	INTEREST	COLLECTION FEE	DISCOUNT	UNAPPLIED DEFERRED	TOTAL PAID
	22,167,893.77	7,710,470.34	11,528,986.53	25,819.60	1227,012,395.26	1227,012,395.26
	13,544.15	20,962.25	21,869.96	114,519.69	34,485,148.20	34,485,148.20
	15.62-	4.45	41.79-	9,625.41-	6,065.94-	6,065.94-
	14.87	184.25	57.73-	4,638.61-	26,458.22-	26,458.22-
	188.70	99.52-		14,264.02-	32,524.16-	32,524.16-
	75-				126,075.27	126,075.27

City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Martin Aleman, Executive Director of Finance and Technology

Staff Source: Riazul I Mia, P.E., CFM, Director Utilities

SUBJECT

Authorizing the City Manager to approve Change Order #2 amounting to a net decrease of (\$3,892.80), accept the project, approve the final payment amounting to \$239,047.19 and release the retainage in the amount of \$155,169.15, to Qro Mex Construction Co., Inc., Granite Shoals, Texas for the 24-in Water Transmission Main from Del Mar Blvd., along Casa Verde Road to Loop 20. The project is 100% complete and the final total contract amount is \$3,342,430.20. Funding is available in the 2015A Waterworks Subordinate Revenue Bond-TWDB, and is subject to approval by Texas Water Development Board (TWDB).

PREVIOUS COUNCIL ACTION

On July 18, 2016 City Council approved the award of contract to Qro Mex Construction Co., Inc. for a sum of \$3,346,323.00 with a construction period of 120 working days. On April 17, 2017 City Council approved change order #1 to extend the completion period by 117 working days to a total of 237 working days with no change in the contract sum.

BACKGROUND

During the course of construction a number of utility conflicts not identified were encountered. This change order is required for loss of time, cost of equipment and labors.

	Contract Sum	Completion Period (working days)
Original Contract	\$3,346,323.00	120
Change Order #1	\$0.00	137
Change Order #2	(\$3,892.80)	0
Total	\$3,342,430.20	237

COMMITTEE RECOMMENDATION

STAFF RECOMMENDATION

Approve Motion

Fiscal Impact

Fiscal Year: 2017
Budgeted Y/N?: Y
Source of Funds: 2015A TWDB Water Bond
Account #: 557-4182-538-0418
Change Order: Exceeds 25% Y/N: N

FINANCIAL IMPACT:

is being funded with the 2015A RWDB Water Bond. There is no financial impact for the change order and overall contract sum.

Attachments

Change Order #2

Final Payment

Release of Retainage

City of Laredo
Utilities Department
5816 Daugherty P.O. Box 2950 Laredo, Texas 78044

Change Order # 2
Date: 12/19/2017

Project: 24" Transmission Main from Del Mar Blvd., Along Casa Verde Road to Loop 20
Contractor: IQroMex

You are hereby requested to comply with the following changes from the contract plans and specifications. This document shall become an amendment to the contract and all provisions of the contract shall apply thereto.

INCREASE IN CONTRACT

Item No.	Description	QTY	UNIT	UNIT PRICE	Increase In Contract	Comments
1	Labor & Additional Equipment	1.25	Day	\$8,703.64	\$10,868.96	Required for unforeseen Gas Conflict at STA 161+50
2	Labor & Additional Equipment	3	Day	\$8,703.64	\$26,110.92	Required for unforeseen Storm Drain Conflict Along Airport Fence
3	Labor & Additional Equipment	1	Day	\$8,703.64	\$8,703.64	Required for unforeseen Polaris Conflict (Fire Protection @ 129+70)
4	Labor & Additional Equipment	1	Day	\$8,703.64	\$8,703.64	Required for unforeseen Polaris Gas Line Conflict at STA 131+85
5	Labor & Additional Equipment	1.5	Day	\$8,703.64	\$13,055.46	Required for unforeseen Polaris Drive RCP Line Conflict @ 121+00
6	Labor & Additional Equipment	1.5	Day	\$8,703.64	\$13,055.46	Required for unforeseen Gas Conflict at STA 1+50
7	Labor & Additional Equipment	1.5	Day	\$8,703.64	\$13,055.46	Required for unforeseen Polaris Drive Sewer Line Conflict @ STA 127+50
8	Labor & Additional Equipment	1.5	Day	\$8,703.64	\$13,055.46	Required for Gas Line/Fiber Optic Line Conflict @ Jacaman.
9	Labor & Additional Equipment	2.88	Day	\$8,703.64	\$25,100.00	Additional readjustments to 24"-12" connection @ Jacaman
Subtotal.....					\$131,709.00	

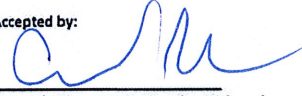
DECREASE IN CONTRACT

Item No.	Description	QTY	UNIT	UNIT PRICE	Decrease In Contract	Comments
1	Contingency Authorization	0.068885	Ls.	\$200,000.00	\$13,777.00	For contingency items
2	Additive Alternate Item No. 1	3,450	SQ.YD.	\$24.00	\$82,800.00	4" Asphalt Type A or B for 12ft Section along Casa Verde & Polaris (70% Complete)
3	Existing 12" Waterline re-adjustment along Del Mar Blvd.	1	EA.	\$17,700.00	\$17,700.00	Credit-Work not required.
4	Existing 8" Waterline re-adjustment along Polaris	1	EA.	\$7,400.00	\$7,400.00	Credit-Work not required.
5	24" 11-1/4 Bend	1	EA.	\$2,930.00	\$2,930.00	Credit for Bend @ Sta: 2+03.32
6	Bulk Water Fees Allowance	916.01	1000 GAL	\$16,680.00	\$10,994.80	Credit for unused water bulk fees.
Subtotal.....					\$135,601.80	

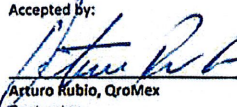
Original Cost: \$ 3,346,323.00
 Total Increase: \$131,709.00
 Total Decrease: \$135,601.80
 Previous Change Orders \$ -
 Total for this Change Order -\$3,892.80
 Current contract amount: \$ 3,342,430.20

Original Contract Time: 120 Working Days
 Contract time for this change order: 0 Working Days
 Current contract time including this change order: 237 Working Days

Justification: See attached supporting documentation

Accepted by: 
 Armando Guerra, P.E., Premier Engineering
 Project Engineer

Date: 12/20/17

Accepted by: 
 Arturo Rubio, QroMex
 Contractor

Date: 12/20/17

Approved by: _____
 Date: _____
 Horacio De Leon
 City Manager

Approved by: _____
 Date: _____
 Riazul I. Mia, P.E., CFM
 Utilities Department Director

Riazul Mia, P.E., Director
City of Laredo Utilities Department
5816 Daugherty Ave.
Laredo, Texas 78041
Ph: 956-721-2000
Fax: 956-721-2001

December 20, 2017

RE: TWDB Project No. 62657 - 24" Water Transmission Main Project – Change Order Recommendation-Final

Dear Mr. Mia:

QRO MEX CONSTRUCTION COMPANY, INC. has submitted a request for an Increase in Contract amount due to additional labor and equipment costs incurred by various unforeseen conflicts encountered during the construction of the 24" Water Transmission Main Project. We have reviewed the submitted supporting documentation and are in agreement with both the conflicts and labor/equipment costs per day for a total amount of \$131,709.00.

The requested change order will also include a Decrease in Contract in the amount of \$135,601.80, which would bring down the total change order amount to (-\$3,892.80). Please see attached forms.

If you have any questions or wish to discuss this letter further, please do not hesitate to contact me at 956-286-5197.

Regards,

Premier Engineering Surveying



Armando Guerra, P.E.
Engineering Manager



Qro Mex Construction Co. Inc.
 2801 Prairie Creek Rd.
 Granite Shoals, TX 78654
 830-598-2268, 830-596-2601 fax
gromex.main@gmail.com

Breakdown for Delays

Date: 11/09/2017

TO:

Premier Civil Engineering, LLC
Attn: Armando Guerra
1302 Calle del Norte, Ste. 2
Laredo, TX 78041

Project Name:

1606 - Laredo, 24-in Water Transmission Main on Casa Verde Road Project

Line No.	QTY	UM	DESCRIPTION	UNIT PRICE	AMOUNT
Equipment Cost Per Day					
	1	Day	320 Excavator	\$ 886.35	\$ 886.35
	1	Day	210 Hitachi	\$ 626.02	\$ 626.02
	1	Day	Volvo 140	\$ 306.51	\$ 306.51
	1	Day	Front End Loader	\$ 602.48	\$ 602.48
	1	Day	Front End Loader	\$ 602.48	\$ 602.48
	1	Day	416 Backhoe	\$ 366.31	\$ 366.31
	1	Day	252 Skid Steer	\$ 244.89	\$ 244.89
	1	Day	252 Skid Steer	\$ 244.89	\$ 244.89
	1	Day	Crew Trucks	\$ 833.33	\$ 833.33
	1	Day	Crew Trucks	\$ 833.33	\$ 833.33
	1	Day	Water Truck	\$ 502.13	\$ 502.13
	1	Day	Flat Bed	\$ 488.89	\$ 488.89
	1	Day	Diesel	\$ 472.00	\$ 472.00
			Per Day for Equipment		\$ 7,009.61
Labor Cost Per Day					
	1	Day	Foreman	\$ 200.00	\$ 200.00
	1	Day	Operators	\$ 185.50	\$ 185.50
	1	Day	Laborers (3)	\$ 326.92	\$ 326.92
	1	Day	Truck Driver (Single)	\$ 110.00	\$ 110.00
	1	Day	Truck Driver (Tandem)	\$ 159.84	\$ 159.84
	1	Day	Pipe Layer	\$ 130.90	\$ 130.90
	1	Day	Servicer	\$ 141.68	\$ 141.68
			Labor Burden (35%)		\$ 439.19
					\$ 1,694.03

Quotation prepared by:
 Qro Mex Construction Co. Inc.

Arturo Rubio

SUBTOTAL	\$ 8,703.64
TAX RATE	0.00%
SALES TAX	\$ -
OTHER	
TOTAL	\$ 8,703.64



Qro Mex Construction Co. Inc.
2801 Prairie Creek Rd.
Granite Shoals, TX 78654
830-598-2268, 830-596-2601 fax
gromex.main@gmail.com

Cost For Delays Due to Conflicts

Date: 11/09/2017

TO:

Premier Civil Engineering, LLC
Attn: Armando Guerra
1302 Calle del Norte, Ste. 2
Laredo, TX 78041

Project Name:

1606 - Laredo, 24-in Water Transmission Main on Casa Verde Road Project

Line No.	QTY	UM	DESCRIPTION	UNIT PRICE	AMOUNT
			Cost for Delays Due to Conflicts		
	1.25	Day	Gas Conflict at STA 161+50	\$ 8,703.64	\$ 10,868.96
	3.00	Day	Storm Drain Conflict Along Airport Fence	\$ 8,703.64	\$ 26,110.92
	1.00	LS	Polaris Conflict (Fire Protection @ 129+70)	\$ 8,703.64	\$ 8,703.64
	1.00	LS	Polaris Gas Line Conflict at STA 131+85	\$ 8,703.64	\$ 8,703.64
	1.50	LS	Polaris Drive RCP Line Conflict @ 121+00	\$ 8,703.64	\$ 13,055.46
	1.50	LS	Gas Conflict at STA 1+50	\$ 8,703.64	\$ 13,055.46
	1.50	LS	Polaris Drive Sewer Line Conflict @ STA 127+50	\$ 8,703.64	\$ 13,055.46
	1.50	LS	Jacaman Rd Conflict	\$ 8,703.64	\$ 13,055.46
			Cost for Delays Due to Conflicts		\$ 106,609.00

Quotation prepared by:
Qro Mex Construction Co. Inc.
Arturo Rubio

SUBTOTAL	\$ 106,609.00
TAX RATE	0.00%
SALES TAX	\$ -
OTHER	
TOTAL	\$ 106,609.00

PRIOR TO EXCAVATION IN THIS AREA
 CONTACT:
 AEP-LINO VILLARREAL - 956-693-3710
 CENTERPOINT ENERGY - ROEL PEÑA-956-723-6352-EXT. 8
 AT&T - JENNIFER SEGURA - 956-727-6850

25' WIDE PIPELINE EASEMENT
 REC. VOL. 686, PGS. 38-41
 O.P.R.W.C.T.

3.37 ACRE AEP EASEMENT
 REC. VOL. 1696, PGS. 473-484
 O.P.R.W.C.T.

WEBB COMMERCIAL DEVELOPMENT, INC.
 36.71 ACRES
 VOL. 3044, PGS. 386-394
 O.P.R.W.C.T.

PROP'D 24" BUTTERFLY
 VALVE - SEE DETAIL "G"
 SHEET 17
 N 17101625.1708
 E 678813.3353

PROP'D FIRE
 HDYRANT
 N 17101637.8479'
 E 678830.9491'

PROP'D BLOW OFF
 VALVE - SEE DETAIL "K"
 SEE SHEET 17
 N 17101583.5603
 E 678830.4691

PROP'D 24" WATER
 TRANSMISSION MAIN

PROP'D FIRE
 HDYRANT
 N 17102360.9881
 E 678469.1098

PROP'D FIRE
 HDYRANT
 N 17102177.5840
 E 678544.5748

PROP'D 12" STUBOUT ~ 40 L.F.
 (RESTRAIN ENTIRE LENGTH)
 STA: 4+48.08
 1-12"X24" TEE
 1-12" GATE VALVE W/BOX
 N 17102138.2002
 E 678596.5915

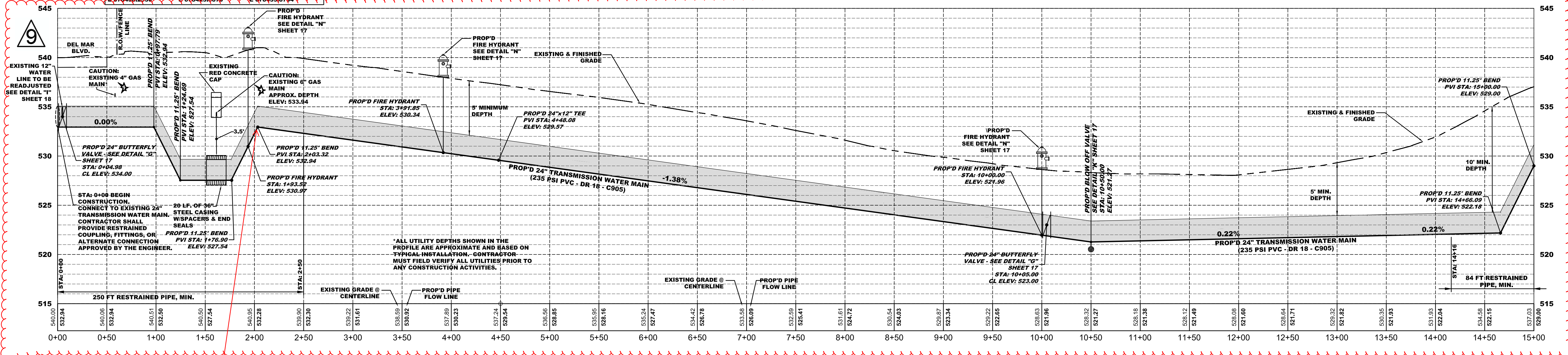
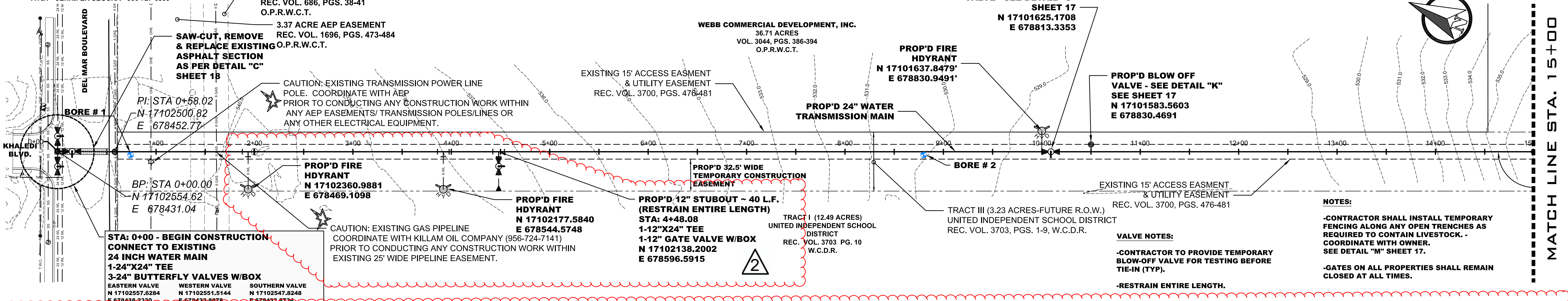


NOTES:

- CONTRACTOR SHALL INSTALL TEMPORARY FENCING ALONG ANY OPEN TRENCHES AS REQUIRED TO CONTAIN LIVESTOCK. - COORDINATE WITH OWNER. SEE DETAIL "M" SHEET 17.
- GATES ON ALL PROPERTIES SHALL REMAIN CLOSED AT ALL TIMES.

VALVE NOTES:

- CONTRACTOR TO PROVIDE TEMPORARY BLOW-OFF VALVE FOR TESTING BEFORE TIE-IN (TYP).
- RESTRAIN ENTIRE LENGTH.



PLAN & PROFILE - 24 INCH TRANSMISSION WATER MAIN - STA: 0+00.00 TO 15+00

HORIZONTAL SCALE: 1" = 50'
 VERTICAL SCALE: 1" = 5'

LEGEND

	VALVE
	EXIST. STREET LIGHT
	IRON ROD FOUND
	EXIST. POWER POLE
	EXIST. GUY WIRE
	EXIST. FIRE HYDRANT
	EXIST. WATER METER
	EXIST. MANHOLE
	EXIST. CLEANOUT
	EXIST. SIGN
	MAILBOX
	ELECTRIC BOX
	TREE
	EXIST. INLET
	EXIST. TELEPHONE PEDESTAL
	GRAVEL DRIVEWAY
	CHAIN LINK FENCE
	BLOCK WALL
	GAS LINE
	SOUTHWESTERN BELL CORP.
	TIME WARNER CABLE
	UNDERGROUND ELECTRIC
	OVERHEAD ELECTRIC
	EXIST. 8" WATER LINE
	EXIST. 12" WATER LINE
	EXIST. 16" WATER LINE
	EXIST. 2" GAS LINE
	EXIST. 4" GAS LINE
	EXIST. 12" SANITARY SEWER

ADJUSTED PIPE
 FLOW LINE ELEVATIONS
 ADDED
 1-AIR RELEASE VALVE @
 STA: 2+05
 3-45 BENDS
 1-22 BEND
 CREDIT
 3-11.5 BENDS

GENERAL NOTES

- TRENCH EXCAVATION PROTECTION WILL BE ACCOMPLISHED AS REQUIRED BY THE PROVISIONS OF PART 1926, SUBPART P - EXCAVATION, TRENCHING, AND SHORING OF THE OCCUPATIONAL SAFETY AND HEALTH'S STANDARDS AND INTERPRETATIONS. THE CONTRACTOR WILL ALSO COMPLY WITH THE PROVISIONS INCLUDED IN THE CONSTRUCTION SPECIFICATIONS, TRENCH EXCAVATION PROTECTION.
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BACKFILL NOTES

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REVISIONS

- △ - SEE ADDENDUM NO. 2
- △ - ADJUSTED WATERLINE FLOW LINE ELEVATIONS.
- RELOCATED BLOWOFF HYDRANT TO STA: 10+50.
- ADDED 11.25° BENDS AT STATIONS 1+76.90, 2+03.32, 14+66, & 15+00.
- ADDED 134 L.F. OF RESTRAINT LENGTH.



PROJECT TITLE
 24 INCH TRANSMISSION MAIN
 WATER LINE
 CITY OF LAREDO UTILITIES
 DEPARTMENT



PREMIERA
 ENGINEERING SURVEYING
 1302 CALLE DEL NORTE, SUITE 2
 LAREDO, TEXAS 78041 PH: (956) 717-1199 FAX: (956) 717-1196
 LAND DEVELOPMENT • PLANNING • WATER • WASTEWATER • TRANSPORTATION • SURVEYING
 ENGINEERING REGISTRATION NO. F8019

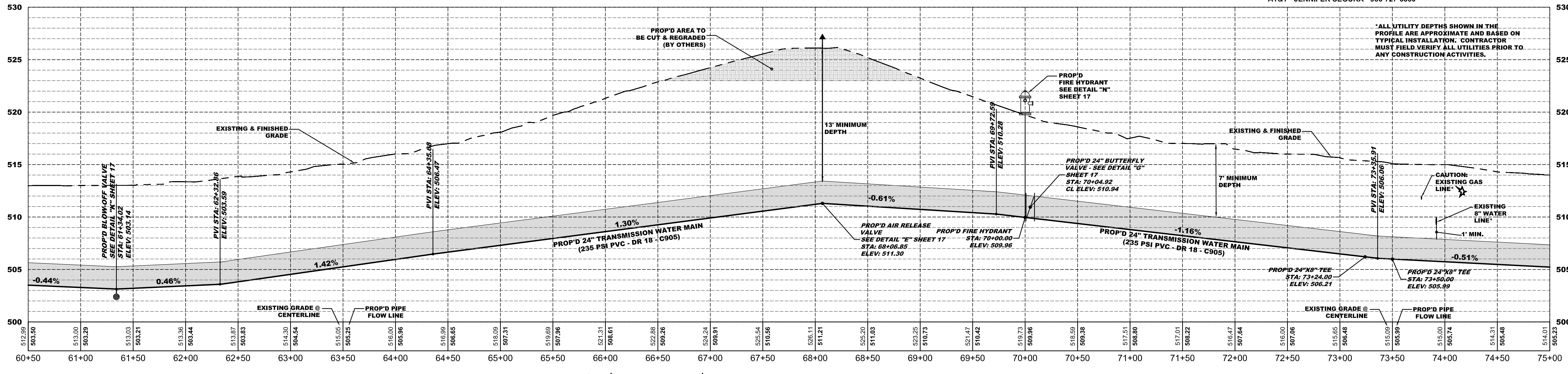
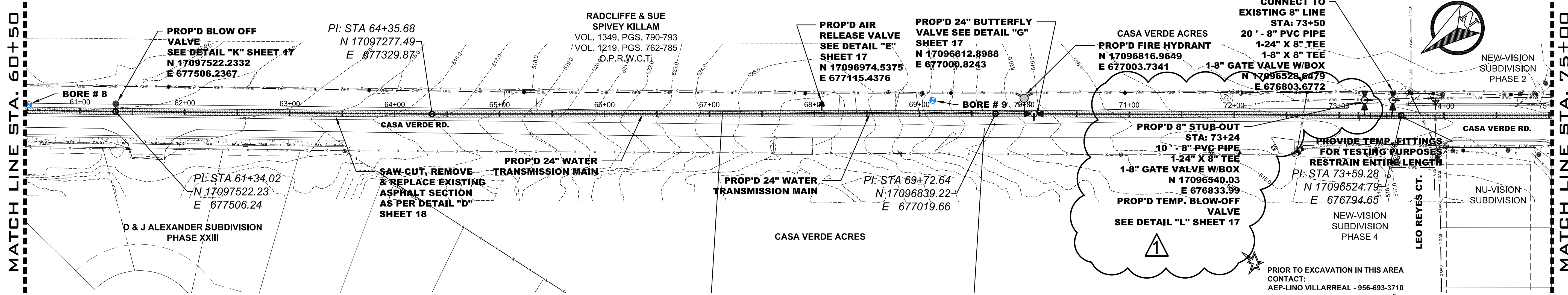
CITY OF LAREDO
 UTILITIES DEPARTMENT
 5816 DAUGHTERY AVE.
 LAREDO, TEXAS 78041
 PHONE: (956) 721-2000

PLAN & PROFILE
 STA: 0+00 TO 15+00

SHEET TITLE

DRAWN BY:	E.S.
CHECKED BY:	A.G.
APPROVED BY:	A.G.
DATE:	11-30-2015
REVISED DATE:	-
SCALE 11 X17:	-
SCALE 24 X 36:	-
PROJECT #:	7096-14
FILE NAME:	FINAL P&P

4 OF 30



PLAN & PROFILE - 24 INCH TRANSMISSION WATER MAIN - STA: 60+00 TO 75+00
 HORIZONTAL SCALE: 1" = 50'
 VERTICAL SCALE: 1" = 5'

LEGEND

	VALVE
	EXIST. STREET LIGHT
	IRON ROD FOUND
	EXIST. POWER POLE
	EXIST. GUY WIRE
	EXIST. FIRE HYDRANT
	EXIST. WATER METER
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CHANGE ORDER NO. 2

1-24x8 TEE
 1-8" GATE VALVE
 1-TEMPORARY BLOW OFF VALVE
 20 LF - 8" PVC DR 14 C900
 20 LF - 8" PIPE RESTRAINTS
 4 - 8" MEGA LUGS

PROJECT TITLE
24 INCH TRANSMISSION MAIN WATER LINE
 CITY OF LAREDO UTILITIES DEPARTMENT

STATE OF TEXAS
 ARMANDO GUERRA
 104992
 LICENSED PROFESSIONAL ENGINEER
 2/6/2017

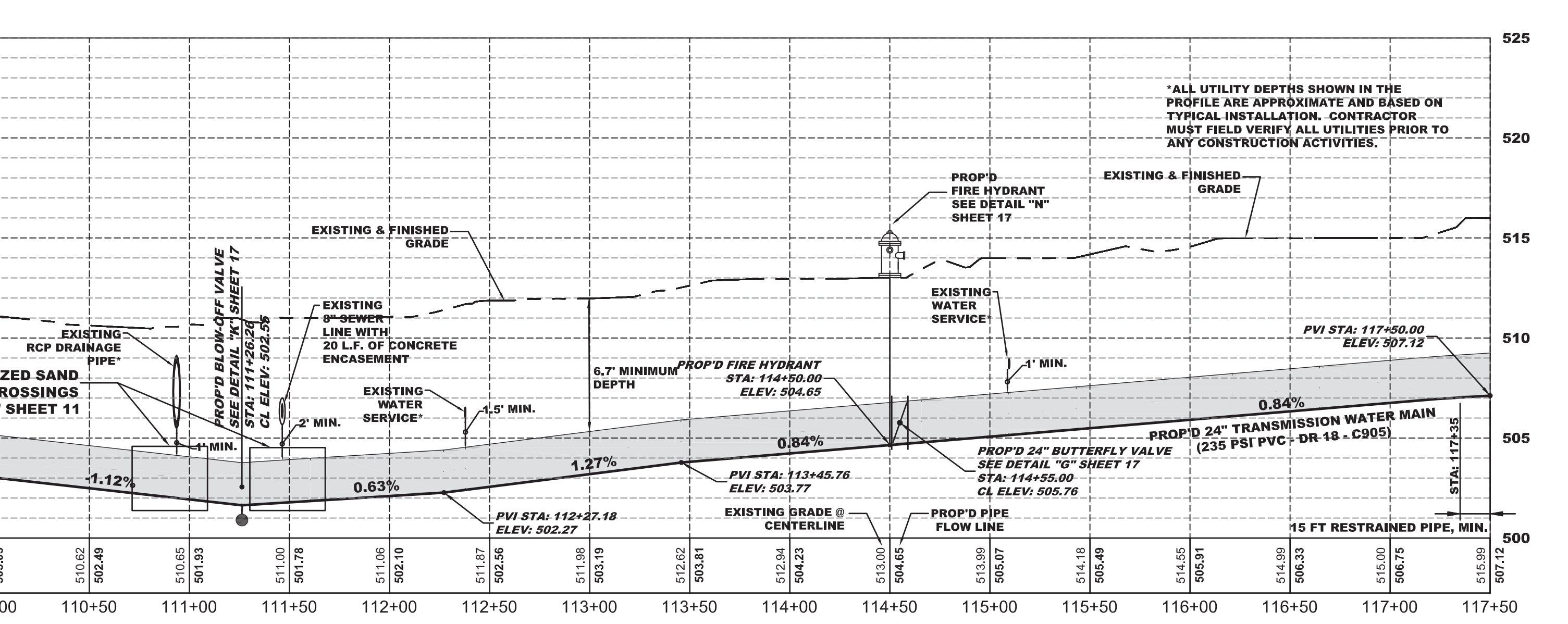
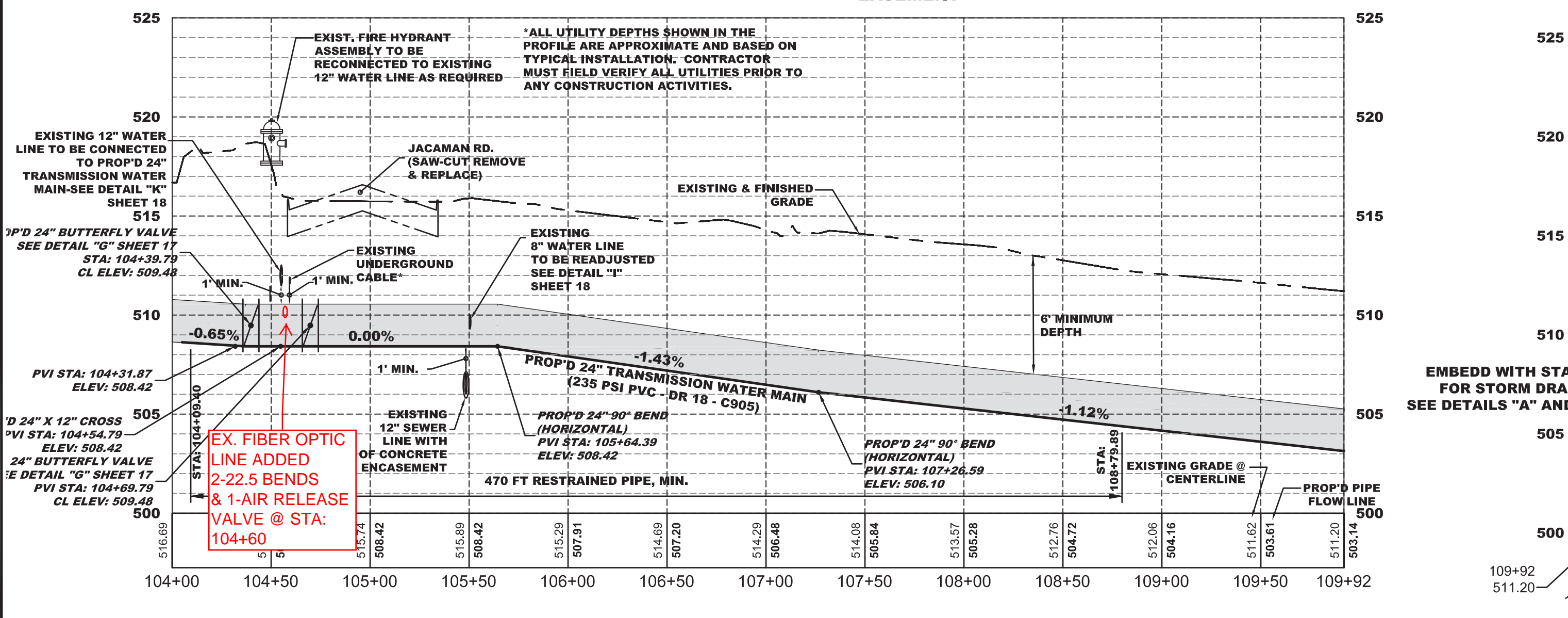
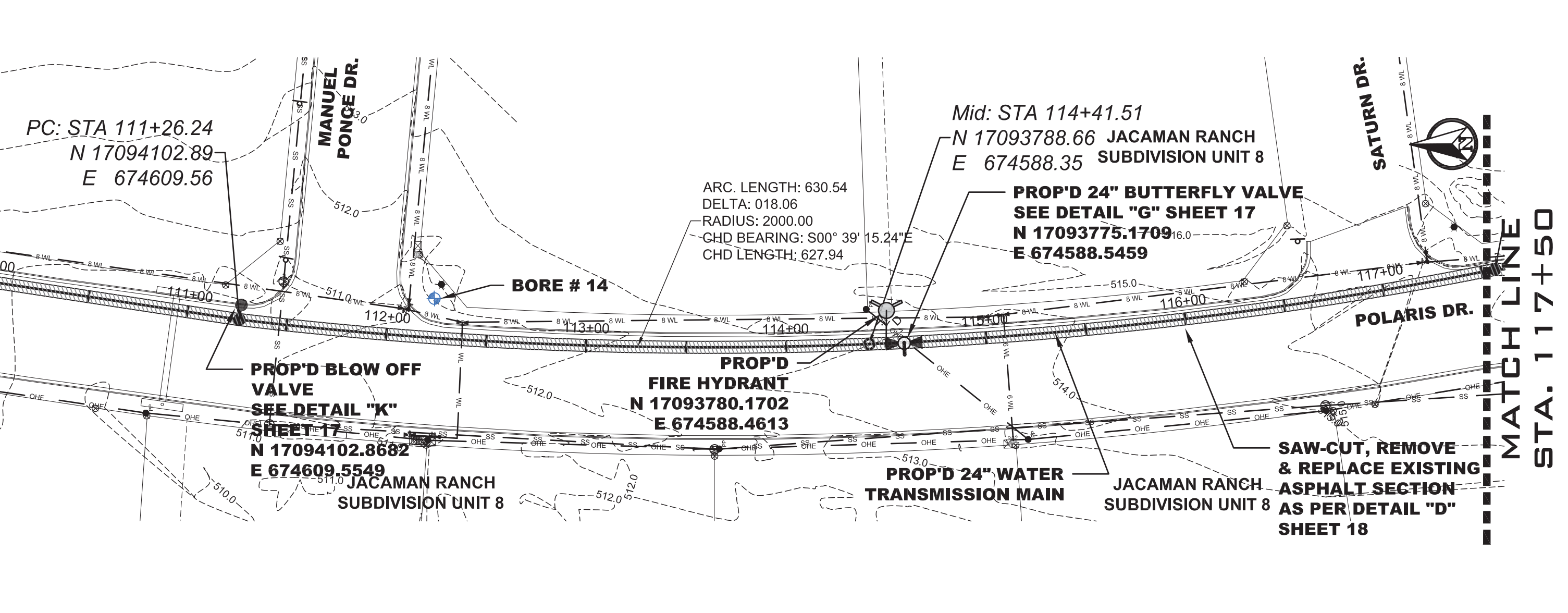
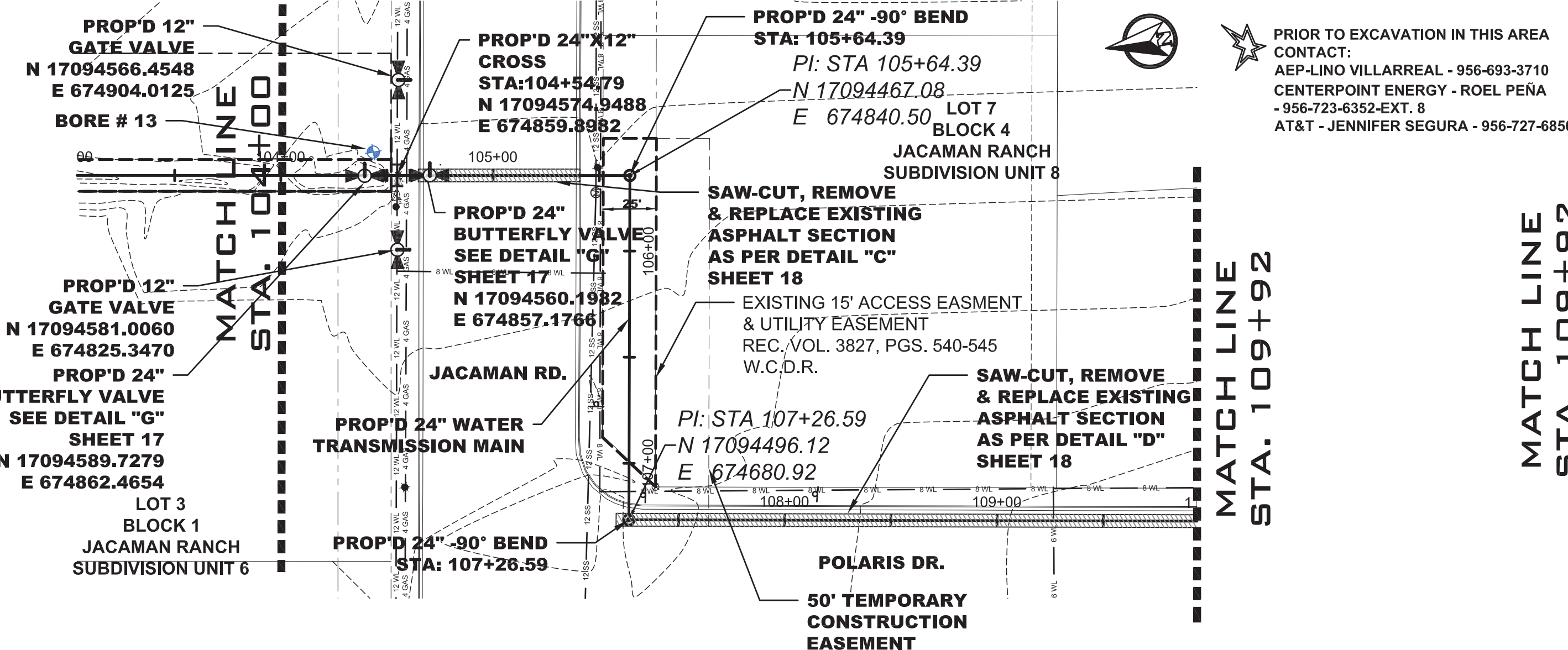
PREMIERA
 ENGINEERING SURVEYING
 1302 CALLE DEL NORTE, SUITE 2
 LAREDO, TEXAS 78041 PH: (956) 717-1199 FAX: (956) 717-1196
 LAND DEVELOPMENT • PLANNING • WATER • WASTEWATER • TRANSPORTATION • SURVEYING
 ENGINEERING REGISTRATION NO. F-8019

OWNER:
 CITY OF LAREDO
 UTILITIES DEPARTMENT
 5816 DAUGHTERY AVE.
 LAREDO, TEXAS 78041
 PHONE: (956) 721-2000

SHEET TITLE
PLAN & PROFILE
 STA: 60+50 TO 75+00

DRAWN BY: E.S.
 CHECKED BY: A.G.
 APPROVED BY: A.G.
 DATE: 11-30-2015
 REVISED DATE: -
 SCALE 11 X 17: -
 SCALE 24 X 36: -
 PROJECT #: 7086-14
 FILE NAME: FINAL P&P

8 OF 30



PLAN & PROFILE - 24 INCH TRANSMISSION WATER MAIN - STA: 104+00 TO 109+92
 HORIZONTAL SCALE: 1" = 50'
 VERTICAL SCALE: 1" = 5'

PLAN & PROFILE - 24 INCH TRANSMISSION WATER MAIN - STA: 109+92 TO 117+50
 HORIZONTAL SCALE: 1" = 50'
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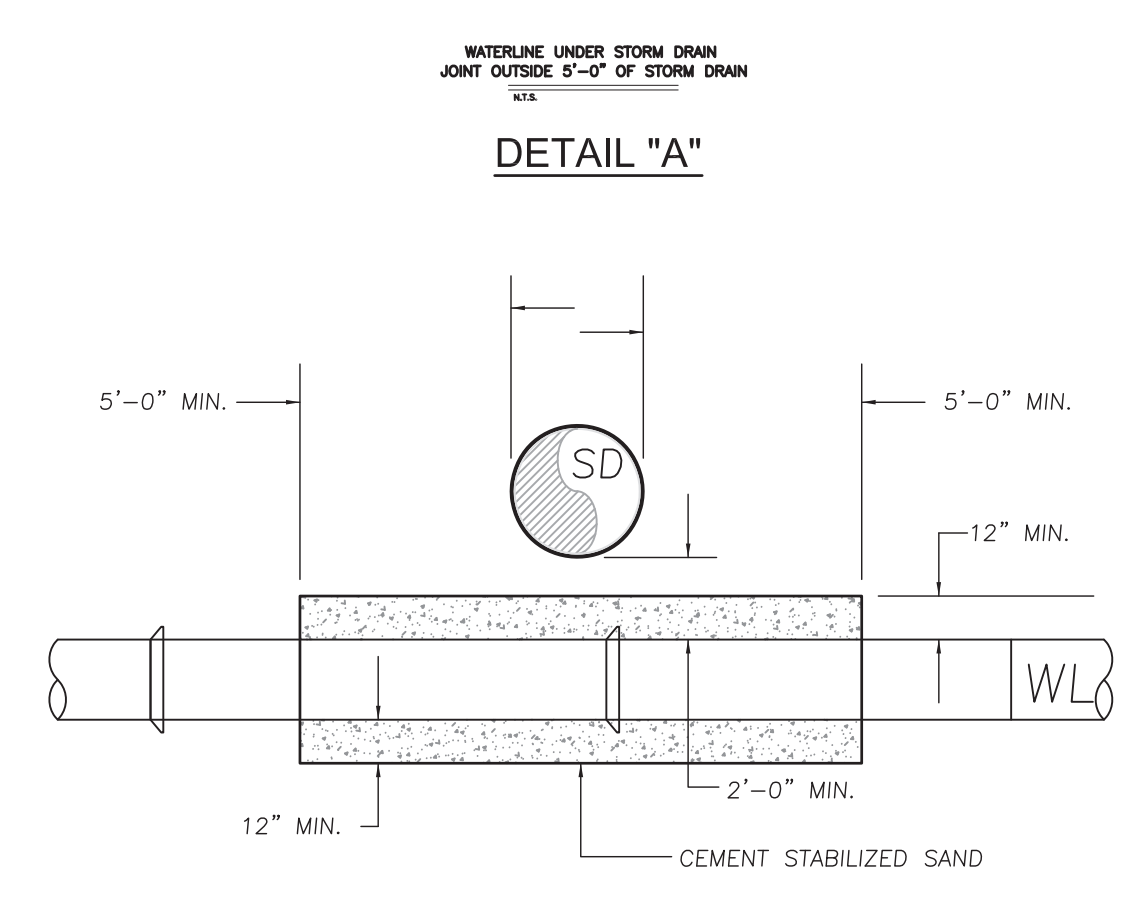
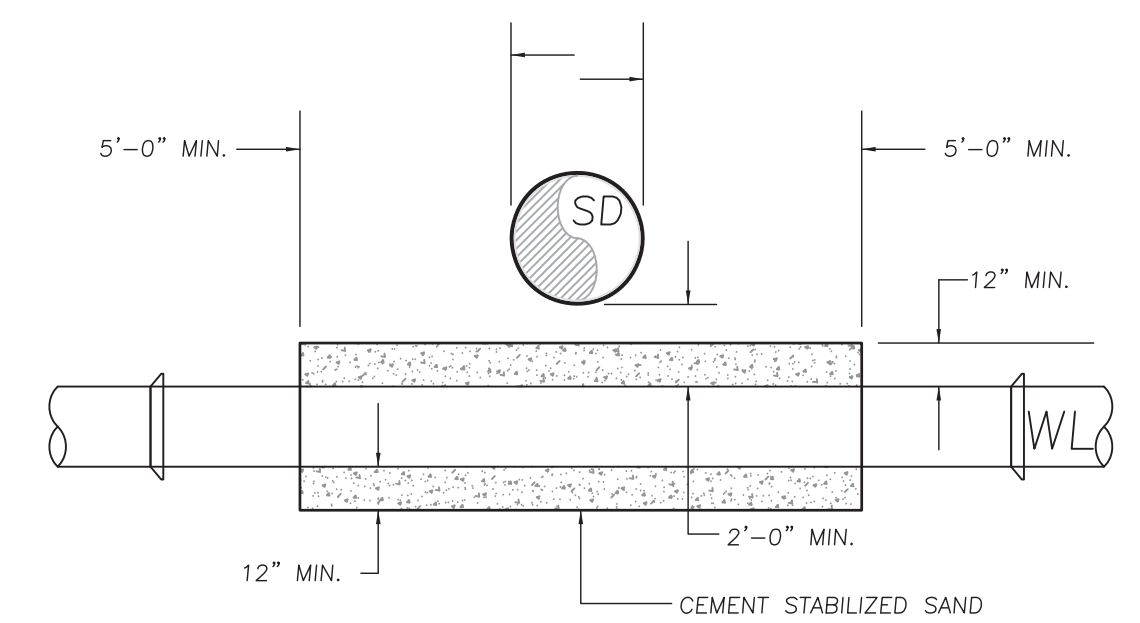
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LEGEND

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	IRON ROD FOUND
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	EXIST. GUY WIRE
	EXIST. FIRE HYDRANT
	EXIST. WATER METER
	EXIST. MANHOLE
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	EXIST. SIGN
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24 INCH TRANSMISSION MAIN WATER LINE
CITY OF LAREDO UTILITIES DEPARTMENT

PROJECT TITLE
 1/15/2016

PREMIERA
 ENGINEERING SURVEYING

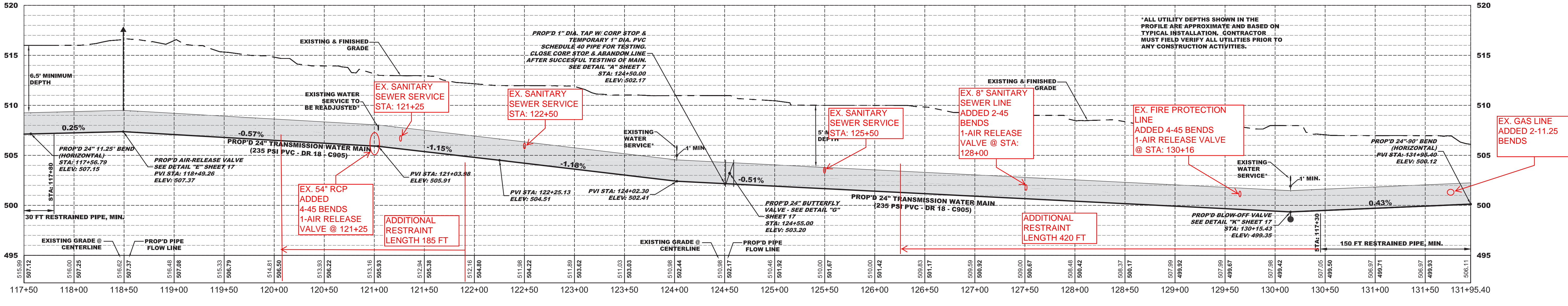
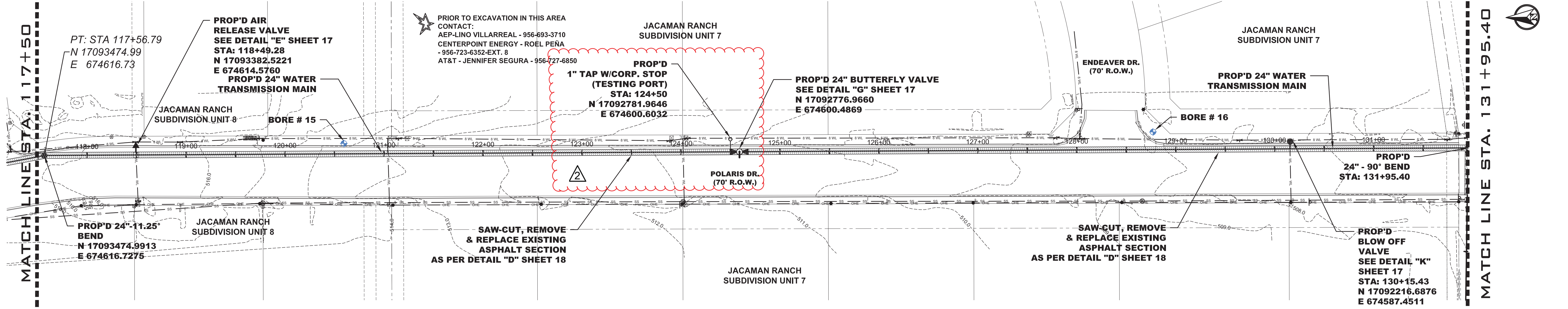
1302 CALLE DEL NORTE, SUITE 2
 LAREDO, TEXAS 78041 PH: (956) 717-1199 FAX: (956) 717-1196
 LAND DEVELOPMENT • PLANNING • WATER • WASTEWATER • TRANSPORTATION • SURVEYING
 ENGINEERING REGISTRATION NO. 10097-00

OWNER:
 CITY OF LAREDO
 UTILITIES DEPARTMENT
 5816 DAUGHTERY AVE.
 LAREDO, TEXAS 78041
 PHONE: (956) 721-2000

SHEET TITLE
PLAN & PROFILE
 STA: 104+00 TO 117+50

DRAWN BY:	E.S.
CHECKED BY:	A.G.
APPROVED BY:	A.G.
DATE:	11-30-2015
REVISED DATE:	-
SCALE 11 X 17:	-
SCALE 24 X 36:	-
PROJECT #:	7086-14
FILE NAME:	FINAL P&P

11 OF 30



PLAN & PROFILE - 24 INCH TRANSMISSION WATER MAIN - STA: 117+50 TO 131+95.40
 HORIZONTAL SCALE: 1" = 50'
 VERTICAL SCALE: 1" = 5'

LEGEND

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BACKFILL NOTES

ALL BACKFILLING SHALL CONFORM TO CONDITION "A" BACKFILLING. SEE DETAIL "A" SHEET 17.

24 INCH TRANSMISSION MAIN
 WATER LINE
 CITY OF LAREDO UTILITIES
 DEPARTMENT



PREMIERA
 ENGINEERING SURVEYING
 1302 CALLE DEL NORTE, SUITE 2
 LAREDO, TEXAS 78041 PH: (956) 717-1199 FAX: (956) 717-1196
 LAND DEVELOPMENT • PLANNING • WATER • WASTEWATER • TRANSPORTATION • SURVEYING
 ENGINEERING REGISTRATION NO. F8019

CITY OF LAREDO
 UTILITIES DEPARTMENT
 5816 DAUGHTERY AVE.
 LAREDO, TEXAS 78041
 PHONE: (956) 721-2000

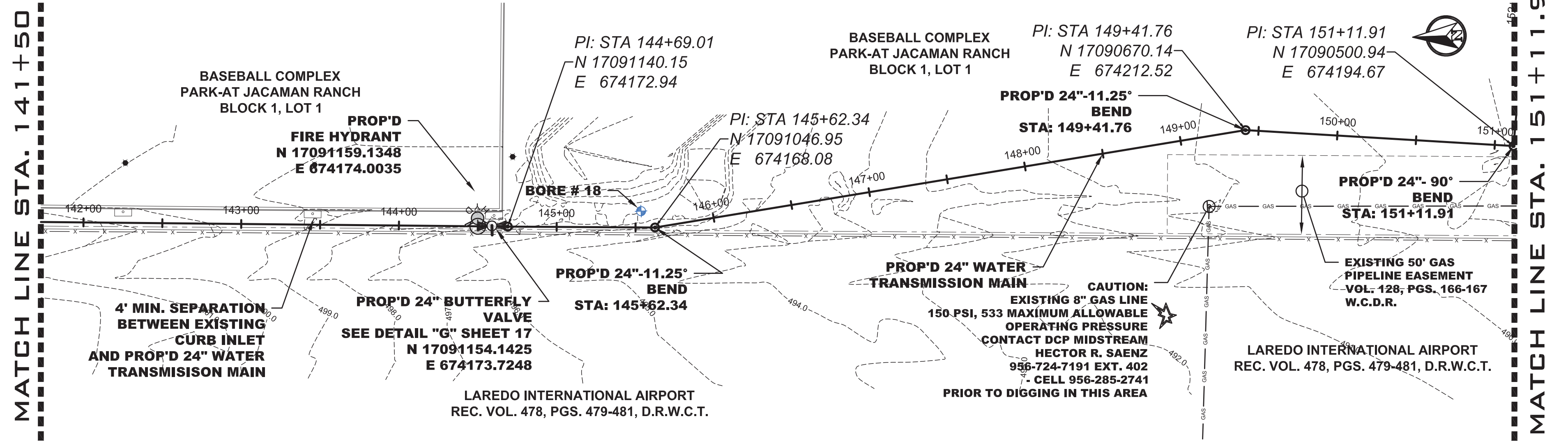
PLAN & PROFILE
 STA: 117+50 TO 131+95.40

DRAWN BY:	E.S.
CHECKED BY:	A.G.
APPROVED BY:	A.G.
DATE:	4-26-2016
REVISED DATE:	-
SCALE 11 X17:	-
SCALE 24 X 36:	-
PROJECT #:	7086-14
FILE NAME:	FINAL P&P

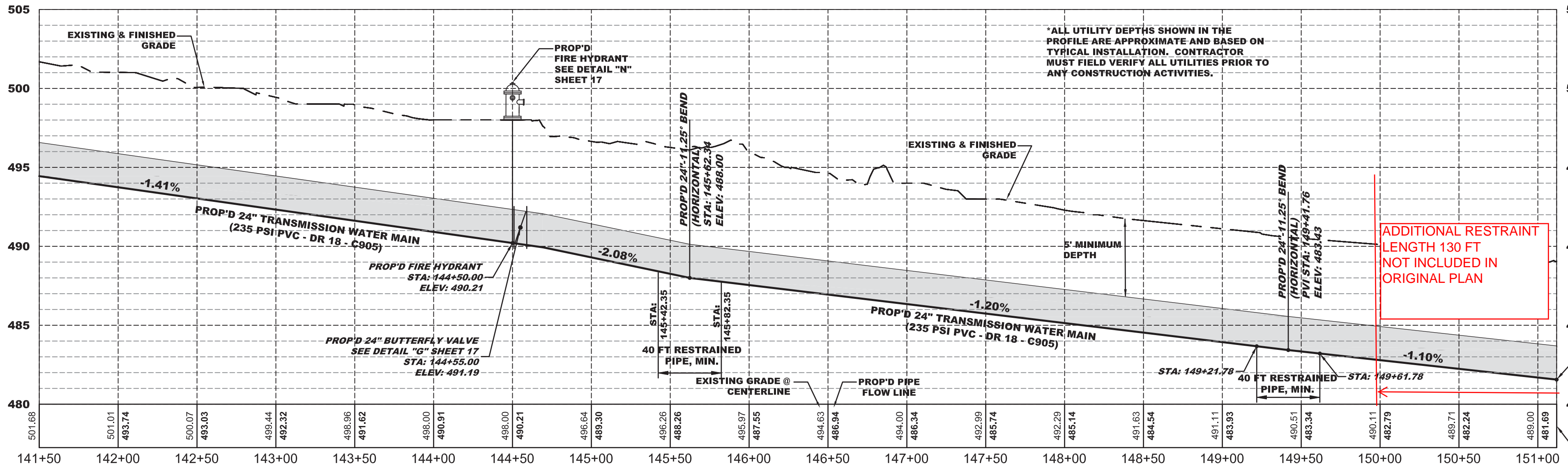
12 OF 30

MATCH LINE STA. 141+50

MATCH LINE STA. 151+11.91



CAUTION:
EXISTING 8" GAS LINE
150 PSI, 533 MAXIMUM ALLOWABLE
OPERATING PRESSURE
CONTACT DCP MIDSTREAM
HECTOR R. SAENZ
956-724-7191 EXT. 402
CELL 956-285-2741
PRIOR TO DIGGING IN THIS AREA



PLAN & PROFILE - 24 INCH TRANSMISSION WATER MAIN - STA: 141+50 TO 151+11.91

HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 5'

LEGEND

	VALVE
	EXIST. STREET LIGHT
	IRON ROD FOUND
	EXIST. POWER POLE
	EXIST. GUY WIRE
	EXIST. FIRE HYDRANT
	EXIST. WATER METER
	EXIST. MANHOLE
	EXIST. CLEANOUT
	EXIST. SIGN
	MAILBOX
	ELECTRIC BOX
	TREE
	EXIST. INLET
	EXIST. TELEPHONE PEDESTAL
	GRAVEL DRIVEWAY
	CHAIN LINK FENCE
	BLOCK WALL
	GAS LINE
	SOUTHWESTERN BELL CORP.
	TIME WARNER CABLE
	UNDERGROUND ELECTRIC
	OVERHEAD ELECTRIC
	EXIST. 8" WATER LINE
	EXIST. 12" WATER LINE
	EXIST. 16" WATER LINE
	EXIST. 2" GAS LINE
	EXIST. 4" GAS LINE
	EXIST. 12" SANITARY SEWER



GENERAL NOTES

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PAYMENT NOTES:

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PROJECT TITLE
**24 INCH TRANSMISSION MAIN
WATER LINE
CITY OF LAREDO UTILITIES
DEPARTMENT**



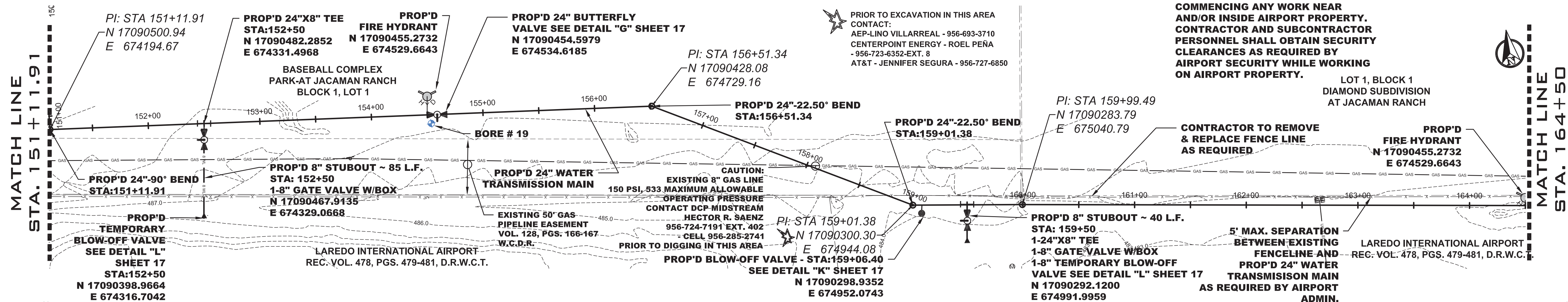
1/15/2016



OWNER:
CITY OF LAREDO
UTILITIES DEPARTMENT
5816 DAUGHTERY AVE.
LAREDO, TEXAS 78041
PHONE: (956) 721-2000

SHEET TITLE
**PLAN & PROFILE
STA: 141+50 TO 151+11.91**

DRAWN BY:	E.S.
CHECKED BY:	A.G.
APPROVED BY:	A.G.
DATE:	11-30-2015
REVISED DATE:	-
SCALE 11 X 17:	-
SCALE 24 X 36:	-
PROJECT #:	7086-14
FILE NAME:	FINAL P&P

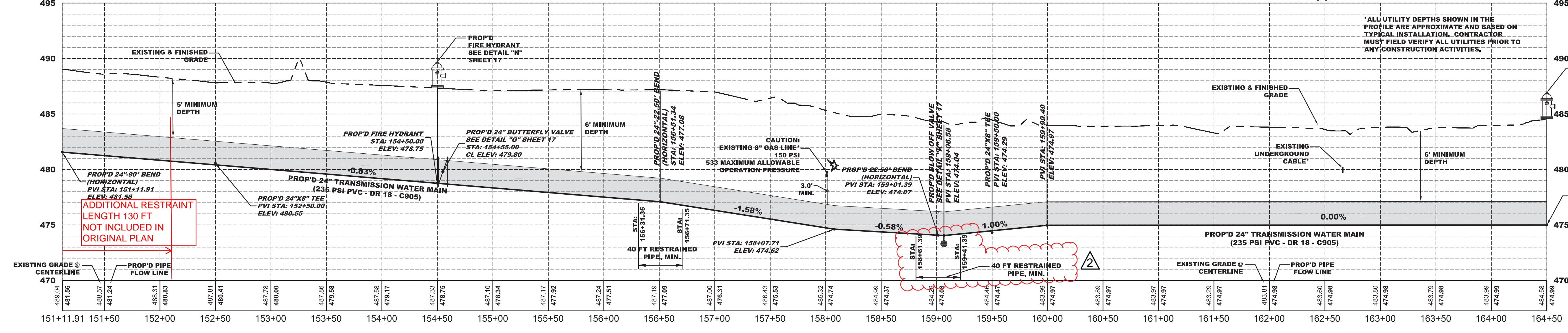


NOTE:
 CONTRACTOR TO CONTACT AIRPORT ADMINISTRATION PRIOR TO COMMENCING ANY WORK NEAR AND/OR INSIDE AIRPORT PROPERTY. CONTRACTOR AND SUBCONTRACTOR PERSONNEL SHALL OBTAIN SECURITY CLEARANCES AS REQUIRED BY AIRPORT SECURITY WHILE WORKING ON AIRPORT PROPERTY.

LOT 1, BLOCK 1
 DIAMOND SUBDIVISION
 AT JACAMAN RANCH

CONTRACTOR TO REMOVE & REPLACE FENCE LINE AS REQUIRED

5' MAX. SEPARATION BETWEEN EXISTING FENCE LINE AND PROP'D 24" WATER TRANSMISSION MAIN AS REQUIRED BY AIRPORT ADMIN.



PLAN & PROFILE - 24 INCH TRANSMISSION WATER MAIN - STA: 151+11.91 TO 164+50.00
 HORIZONTAL SCALE: 1" = 50'
 VERTICAL SCALE: 1" = 5'

LEGEND

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PREMIERA
 ENGINEERING SURVEYING
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 LAND DEVELOPMENT • PLANNING • WATER • WASTEWATER • TRANSPORTATION • SURVEYING
 ENGINEERING REGISTRATION NO. F-8019

CITY OF LAREDO
 UTILITIES DEPARTMENT
 5816 DAUGHTERY AVE.
 LAREDO, TEXAS 78041
 PHONE: (956) 721-2000

PLAN & PROFILE
 STA: 151+11.91 TO 164+50

DRAWN BY:	E.S.
CHECKED BY:	A.G.
APPROVED BY:	A.G.
DATE:	4-26-2016
REVISION DATE:	-
SCALE 11 X17:	-
SCALE 24 X 36:	-
PROJECT #:	7086-14
FILE NAME:	FINAL P&P

CONTRACTOR'S APPLICATION FOR PAYMENT REQUEST

PROJECT: 24-IN WATER TRANSMISSION MAIN ON CASA VERDE ROAD

APPLICATION NO. 8
FROM: 12/20/2017
TO: 12/20/2017

ORIGINAL AMOUNT \$ 3,346,323.00
CHANGE ORDERS: (3,892.80)

TOTAL AMOUNT TO-DATE 3,342,430.20
MATERIAL ON HAND: -
TOTAL: 3,342,430.20
LESS 5% RETAINAGE: 167,121.51
TOTAL: 3,175,308.69
LESS PREVIOUS PAYMENTS: 2,948,213.85

TOTAL TO-DATE: \$ 3,342,430.20

TOTAL AMOUNT DUE: 227,094.84

PERCENTAGE COMPLETED: 100%

CERTIFICATE OF CONTRACTOR:

I CERTIFY THAT ALL ITEMS AND AMOUNTS SHOWN ON THIS REQUEST FOR PARTIAL PAYMENT ARE CORRECT, AND THAT ALL WORK HAS BEEN PERFORMED AND/OR MATERIALS SUPPLIED IN FULL IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.

CONTRACTOR: Qro Mex Construction

BY:  12/20/2017
ARTURO RUBIO DATE

PROJECT INSPECTOR

I HAVE CHECKED THIS REQUEST FOR PARTIAL PAYMENT AGAINST THE NOTES AND REPORTS OF MY INSPECTIONS OF THE PROJECT AND IN MY OPINION, THE STATEMENT OF WORK PERFORMED AND/OR MATERIALS SUPPLIED IS ACCURATE AND THAT THE CONTRACTOR IS OBSERVING THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.

BY: _____
SAUL CARDONA DATE

CERTIFICATION:

I HAVE CHECKED AND VERIFIED THE ABOVE AND FOREGOING REQUEST FOR PARTIAL PAYMENT AND THAT IT IS TRUE AND CORRECT STATEMENT OF WORK PERFORMED AND/OR MATERIALS SUPPLIED BY THE CONTRACTOR AND THAT SAME HAS BEEN PERFORMED AND/OR SUPPLIED IN FULL ACCORDANCE WITH THE REQUIRMENTS OF THE CONTRACT DOCUMENTS.

RECOMMENDED FOR PAYMENT

PREMIER CIVIL ENGINEERING DATE

RECOMMENDED FOR PAYMENT

APPROVED: CITY OF LAREDO

WILLIAM S LIM, P.E. DATE
CIVIL ENGINEER II

RIAZUL I. MIA, P.E., CFM. DATE
UTILITES DIRECTOR

Oro Mex Construction Co.,Inc.
 2801 Prairie Creek Road
 Granite Shoals, TX 78654

Pay Estimate # 8

Date: 12/20/2017

Item No.	Description	QTY.	Unit	Unit Cost	Bid Amount	Completed this Period	Amount Completed	Fill In Amount	Completed to Date	Amount Completed to
BASE BID										
1	Clearing & Grubbing (Unpaved Areas)	1	LS	\$10,000.00	\$10,000.00		\$0.00	1	1	\$10,000.00
2	Mobilization	1	LS	\$40,000.00	\$40,000.00		\$0.00	1	1	\$40,000.00
3A	24" PVC Water Pipe (C-905, DR-18) Class 235 (Installed)	16,830	LF	\$49.00	\$824,670.00		\$0.00	16830	16830	\$824,670.00
3B	24" PVC Water Pipe (C-905, DR-18) Class 235 (Testing of Pipe)	16,830	LF	\$49.00	\$824,670.00		\$0.00	16830	16830	\$824,670.00
4	16" PVC Water Pipe (C-905, DR-18) Class 235	60	LF	\$70.00	\$4,200.00		\$0.00	60	60	\$4,200.00
5	12" PVC Water Pipe (C-905, DR-18) Class 235	170	LF	\$60.00	\$10,200.00		\$0.00	170	170	\$10,200.00
6	8" PVC Water Pipe (C-900, DR-18) Class 235	300	LF	\$50.00	\$15,000.00		\$0.00	300	300	\$15,000.00
7	6" PVC Water Pipe (C-900, DR-18) Class 235	100	LF	\$40.00	\$4,000.00		\$0.00	100	100	\$4,000.00
8	24", 16", 12", 8", & 6" Fittings (Elbows, Tees, Bends, Plugs, Ect.)	25	TON	\$5,500.00	\$137,500.00		\$0.00	25	25	\$137,500.00
9	Fire Hydrant Assembly w/ RPM's	15	EA	\$8,648.00	\$129,720.00		\$0.00	15	15	\$129,720.00
10	24" Butterfly Valve	22	EA	\$9,609.00	\$211,398.00		\$0.00	22	22	\$211,398.00
11	16" Butterfly Valve	1	EA	\$5,010.00	\$5,010.00		\$0.00	1	1	\$5,010.00
12	12" Gate Valve	4	EA	\$3,400.00	\$13,600.00		\$0.00	4	4	\$13,600.00
13	8" Gate Valve	5	EA	\$2,200.00	\$11,000.00		\$0.00	5	5	\$11,000.00
14	Air Release Valve	5	EA	\$4,100.00	\$20,500.00		\$0.00	5	5	\$20,500.00
15	Blow-Off Valve	6	EA	\$6,500.00	\$39,000.00		\$0.00	6	6	\$39,000.00
16	Temprary Blow-Off Valve	8	EA	\$2,000.00	\$16,000.00		\$0.00	8	8	\$16,000.00
17	Testing Port	3	EA	\$1,500.00	\$4,500.00		\$0.00	3	3	\$4,500.00
18	36" Steel Casing (Open Cut)	20	LF	\$200.00	\$4,000.00		\$0.00	20	20	\$4,000.00
19	Concrete Encasement for 12" Sewer Line	50	LF	\$250.00	\$12,500.00		\$0.00	50	50	\$12,500.00
20	Remove Asphalt / Concrete / Curb	5,750	SY	\$1.50	\$8,625.00		\$0.00	5750	5750	\$8,625.00
21	10" Reinforced Concrete (4,000psi - No. 4 Bars @ 18" OCEW - Early Strength) @ Del Mar Blvd. & Jackman Rd. Crossings	1,600	SF	\$15.50	\$24,800.00		\$0.00	1600	1600	\$24,800.00
22	Select Backfill Material (Compacted)	12,500	CY	\$3.00	\$37,500.00		\$0.00	12500	12500	\$37,500.00
23	12" Crushed Concrete (Compacted)	2,000	SY	\$12.00	\$24,000.00		\$0.00	2000	2000	\$24,000.00
24	Trench Safety System	16,830	LF	\$2.50	\$42,075.00		\$0.00	16830	16830	\$42,075.00
25	Silt Fence, Construction Fencing, & SW3P's	8,000	LF	\$2.75	\$22,000.00		\$0.00	8000	8000	\$22,000.00
25 A	Construction Fencing	2,000	LF	\$3.50	\$7,000.00		\$0.00	2000	2000	\$7,000.00
25 B	Inlet Protection	10	EA	\$20.00	\$200.00		\$0.00	10	10	\$200.00
26	Traffic Control	1	LS	\$20,000.00	\$20,000.00		\$0.00	1	1	\$20,000.00
27	Connection to Existing 24" Transmission Main Along Del Mar	1	EA	\$17,000.00	\$17,000.00		\$0.00	1	1	\$17,000.00
28	Connection to Existing 12" Water Line at Jackman Rd. & Loop 20	2	EA	\$14,800.00	\$29,600.00		\$0.00	2	2	\$29,600.00
29	Connection to Existing 8" Water Line along Casa Verde Rd.	2	EA	\$9,500.00	\$19,000.00		\$0.00	2	2	\$19,000.00
30	Existing 12" Waterline re-adjustment along Del Mar Blvd.	1	EA	\$17,700.00	\$17,700.00	1	\$17,700.00		1	\$17,700.00
31	Existing 8" Waterline re-adjustment along Polaris	1	EA	\$7,400.00	\$7,400.00	1	\$7,400.00		1	\$7,400.00

Item No.	Description	QTY.	Unit	Unit Cost	Bid Amount	Completed this Period	Amount Completed	Fill In Amount	Completed to Date	Amount Completed to
32	Pipe Restraints (Joint and Fittings) for 24" PVC Water Pipe (C-905, DR-18) Class 235	2,500	LF	\$79.00	\$197,500.00		\$0.00	2500	2500	\$197,500.00
33	Pipe Restraints (Joint and Fittings) for 16" PVC Water Pipe (C-905, DR-18) Class 235	60	LF	\$60.00	\$3,600.00		\$0.00	60	60	\$3,600.00
34	Pipe Restraints (Joint and Fittings) for 12" PVC Water Pipe (C-900, DR-14) Class 305	120	LF	\$50.00	\$6,000.00		\$0.00	120	120	\$6,000.00
35	Pipe Restraints (Joint and Fittings) for 8" PVC Water Pipe (C-900, DR-14) Class 305	300	LF	\$32.00	\$9,600.00		\$0.00	300	300	\$9,600.00
36	Pipe Restraints (Joint and Fittings) for 6" PVC Water Pipe (C-900, DR-14) Class 305	100	LF	\$24.00	\$2,400.00		\$0.00	100	100	\$2,400.00
37	Installation of native seed and re-vegetation as per TxDOT Item 164, Includes fertilizer as per TxDOT Item 165	2.8	AC	\$4,500.00	\$12,600.00	2.8	\$12,600.00		2.8	\$12,600.00
38	Temporary Irrigation for re-vegetation as per TxDOT Item 168	2,020	1000 GA	\$3.75	\$7,575.00	2020	\$7,575.00		2020	\$7,575.00
39	Contingency Costs	1	LS	\$200,000.00	\$200,000.00	0.068885	\$13,777.00	0.931115	1	\$200,000.00
40	Bulk Water Fees Allowance	1,390	1000 GA	\$16,680.00	\$16,680.00	1	\$16,680.00		1	\$16,680.00
BASE BID TOTAL					\$3,070,323.00		\$75,732.00			\$3,070,323.00
Additive Alternate Bid										
A.1	4" Asphalt Type A or B (Black Base) This item includes paving for the 6ft pipe trench along Casa Verde & Polaris plus an additional 6ft wide section adjacent to the 6ft pipe trench for a total of 12ft wide re-pavement section. Include asphalt milling work for a 6' wide section adjacent to 6' pipe trench.	11,500	SY	\$24.00	\$276,000.00	6967	\$167,208.00	4533	11500	\$276,000.00
ADDITIVE ALTERNATE BID TOTAL					\$276,000.00		\$167,208.00			\$276,000.00
Change Order No. 2										
1	Labor and Additional Equipment for Unforeseen Gas Conflict at STA 161+50	1.248783	Day	\$8,703.64	\$10,868.96	1.248783	\$10,868.96		1.248783	\$10,868.96
2	Labor and Additional Equipment for Unforeseen Storm Drain Conflict along Airport Fence	3	Day	\$8,703.64	\$26,110.92	3	\$26,110.92		3	\$26,110.92
3	Labor and Additional Equipment for Unforeseen Polaris Conflict (Fire Protection @ 129+70)	1.0	Day	\$8,703.64	\$8,703.64	1.0	\$8,703.64		1	\$8,703.64
4	Labor and Additional Equipment for Unforeseen Polaris Gas Line Conflict at STA 131+85	1.0	Day	\$8,703.64	\$8,703.64	1.0	\$8,703.64		1	\$8,703.64
5	Labor and Additional Equipment for Unforeseen Polaris Drive RCP line Conflict @ 121+00	1.5	Day	\$8,703.64	\$13,055.46	1.5	\$13,055.46		1.5	\$13,055.46
6	Labor and Additional Equipment for Unforeseen Gas Conflict at STA 1+50	1.5	Day	\$8,703.64	\$13,055.46	1.5	\$13,055.46		1.5	\$13,055.46
7	Labor and Additional Equipment for Unforeseen Polaris Drive Sewer Line Conflict at STA 127+50	1.5	Day	\$8,703.64	\$13,055.46	1.5	\$13,055.46		1.5	\$13,055.46
8	Labor and Additional Equipment for Unforeseen TxDOT Fiber Optic Line	1.5	Day	\$8,703.64	\$13,055.46	1.5	\$13,055.46		1.5	\$13,055.46
9	Labor and Additional Equipment for Unforeseen Fiber Optic Line @ Jacaman and Additional Readjustments to 24" and 12" Connection	2.883851	Day	\$8,703.64	\$25,100.00	2.883851	\$25,100.00		2.883851	\$25,100.00
DECREASE IN CONTRACT										
1	Contingency Authorization	(0.068885)	LS	\$200,000.00	-\$13,777.00	(0.068885)	-\$13,777.00		-0.068885	-\$13,777.00
2	Additive Alternate Item No. 1	-3,450	SY	\$24.00	-\$82,800.00	-3,450	-\$82,800.00		-3450	-\$82,800.00
3	Existing 12" Waterline re-adjustment along Del Mar Blvd.	-1	EA	\$17,700.00	-\$17,700.00	-1	-\$17,700.00		-1	-\$17,700.00

Item No.	Description	QTY.	Unit	Unit Cost	Bid Amount	Completed this Period	Amount Completed	Fill In Amount	Completed to Date	Amount Completed to
4	Existing 8" Waterline re-adjustment along Polaris	-1	EA	\$7,400.00	-\$7,400.00	-1	-\$7,400.00		-1	-\$7,400.00
5	24" 11-1/4 Bend	-1	EA	\$2,930.00	-\$2,930.00	-1	-\$2,930.00		-1	-\$2,930.00
6	Bulk Water Fees Allowance	-1	LS	\$10,994.80	-\$10,994.80	-1	-\$10,994.80		-1	-\$10,994.80
	Total Change Order No. 2				-\$3,892.80		-\$3,892.80			-\$3,892.80

TOTAL CONTRACT AMOUNT	\$3,346,323.00	\$239,047.20	\$3,342,430.20
TOTAL CHANGE ORDER NO. 2	-\$3,892.80		
REVISED CONTRACT AMOUNT	<u>\$3,342,430.20</u>		

Completed to date	\$3,342,430.20
Less Retainage \$	167,121.51
Total less Retainage \$	3,175,308.69
Previously Submitted Estimate \$	2,948,213.85
Amount Owed This Estimate \$	227,094.84

CONTRACTOR'S APPLICATION FOR PAYMENT REQUEST

PROJECT: 24-IN WATER TRANSMISSION MAIN ON CASA VERDE ROAD

APPLICATION NO. 9-Retainage
FROM: 12/20/2017
TO: 12/20/2017

ORIGINAL AMOUNT \$ 3,346,323.00
CHANGE ORDERS: (3,892.80)

TOTAL AMOUNT TO-DATE 3,342,430.20
MATERIAL ON HAND: -
TOTAL: 3,342,430.20
LESS 5% RETAINAGE: -
TOTAL: 3,342,430.20
LESS PREVIOUS PAYMENTS: 3,175,308.69

TOTAL TO-DATE: \$ 3,342,430.20


TOTAL AMOUNT DUE: 167,121.51

PERCENTAGE COMPLETED: 100%

CERTIFICATE OF CONTRACTOR:

I CERTIFY THAT ALL ITEMS AND AMOUNTS SHOWN ON THIS REQUEST FOR PARTIAL PAYMENT ARE CORRECT, AND THAT ALL WORK HAS BEEN PERFORMED AND/OR MATERIALS SUPPLIED IN FULL IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.

CONTRACTOR: Qro Mex Construction

BY:  12/20/2017
ARTURO RUBIO DATE

PROJECT INSPECTOR

I HAVE CHECKED THIS REQUEST FOR PARTIAL PAYMENT AGAINST THE NOTES AND REPORTS OF MY INSPECTIONS OF THE PROJECT AND IN MY OPINION, THE STATEMENT OF WORK PERFORMED AND/OR MATERIALS SUPPLIED IS ACCURATE AND THAT THE CONTRACTOR IS OBSERVING THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.

BY: _____
SAUL CARDONA DATE

CERTIFICATION:

I HAVE CHECKED AND VERIFIED THE ABOVE AND FOREGOING REQUEST FOR PARTIAL PAYMENT AND THAT IT IS TRUE AND CORRECT STATEMENT OF WORK PERFORMED AND/OR MATERIALS SUPPLIED BY THE CONTRACTOR AND THAT SAME HAS BEEN PERFORMED AND/OR SUPPLIED IN FULL ACCORDANCE WITH THE REQUIRMENTS OF THE CONTRACT DOCUMENTS.

RECOMMENDED FOR PAYMENT

PREMIER CIVIL ENGINEERING DATE

RECOMMENDED FOR PAYMENT

APPROVED: CITY OF LAREDO

WILLIAM S LIM, P.E. DATE
CIVIL ENGINEER II

RIAZUL I. MIA, P.E., CFM. DATE
UTILITES DIRECTOR

Oro Mex Construction Co.,Inc.
 2801 Prairie Creek Road
 Granite Shoals, TX 78654

Pay Estimate # 9-Retainage

Date: 12/20/2017

Item No.	Description	QTY.	Unit	Unit Cost	Bid Amount	Completed this Period	Amount Completed	Fill In Amount	Completed to Date	Amount Completed to
BASE BID										
1	Clearing & Grubbing (Unpaved Areas)	1	LS	\$10,000.00	\$10,000.00		\$0.00	1	1	\$10,000.00
2	Mobilization	1	LS	\$40,000.00	\$40,000.00		\$0.00	1	1	\$40,000.00
3A	24" PVC Water Pipe (C-905, DR-18) Class 235 (Installed)	16,830	LF	\$49.00	\$824,670.00		\$0.00	16830	16830	\$824,670.00
3B	24" PVC Water Pipe (C-905, DR-18) Class 235 (Testing of Pipe)	16,830	LF	\$49.00	\$824,670.00		\$0.00	16830	16830	\$824,670.00
4	16" PVC Water Pipe (C-905, DR-18) Class 235	60	LF	\$70.00	\$4,200.00		\$0.00	60	60	\$4,200.00
5	12" PVC Water Pipe (C-905, DR-18) Class 235	170	LF	\$60.00	\$10,200.00		\$0.00	170	170	\$10,200.00
6	8" PVC Water Pipe (C-900, DR-18) Class 235	300	LF	\$50.00	\$15,000.00		\$0.00	300	300	\$15,000.00
7	6" PVC Water Pipe (C-900, DR-18) Class 235	100	LF	\$40.00	\$4,000.00		\$0.00	100	100	\$4,000.00
8	24", 16", 12", 8", & 6" Fittings (Elbows, Tees, Bends, Plugs, Ect.)	25	TON	\$5,500.00	\$137,500.00		\$0.00	25	25	\$137,500.00
9	Fire Hydrant Assembly w/ RPM's	15	EA	\$8,648.00	\$129,720.00		\$0.00	15	15	\$129,720.00
10	24" Butterfly Valve	22	EA	\$9,609.00	\$211,398.00		\$0.00	22	22	\$211,398.00
11	16" Butterfly Valve	1	EA	\$5,010.00	\$5,010.00		\$0.00	1	1	\$5,010.00
12	12" Gate Valve	4	EA	\$3,400.00	\$13,600.00		\$0.00	4	4	\$13,600.00
13	8" Gate Valve	5	EA	\$2,200.00	\$11,000.00		\$0.00	5	5	\$11,000.00
14	Air Release Valve	5	EA	\$4,100.00	\$20,500.00		\$0.00	5	5	\$20,500.00
15	Blow-Off Valve	6	EA	\$6,500.00	\$39,000.00		\$0.00	6	6	\$39,000.00
16	Temprary Blow-Off Valve	8	EA	\$2,000.00	\$16,000.00		\$0.00	8	8	\$16,000.00
17	Testing Port	3	EA	\$1,500.00	\$4,500.00		\$0.00	3	3	\$4,500.00
18	36" Steel Casing (Open Cut)	20	LF	\$200.00	\$4,000.00		\$0.00	20	20	\$4,000.00
19	Concrete Encasement for 12" Sewer Line	50	LF	\$250.00	\$12,500.00		\$0.00	50	50	\$12,500.00
20	Remove Asphalt / Concrete / Curb	5,750	SY	\$1.50	\$8,625.00		\$0.00	5750	5750	\$8,625.00
21	10" Reinforced Concrete (4,000psi - No. 4 Bars @ 18" OCEW - Early Strength) @ Del Mar Blvd. & Jackman Rd. Crossings	1,600	SF	\$15.50	\$24,800.00		\$0.00	1600	1600	\$24,800.00
22	Select Backfill Material (Compacted)	12,500	CY	\$3.00	\$37,500.00		\$0.00	12500	12500	\$37,500.00
23	12" Crushed Concrete (Compacted)	2,000	SY	\$12.00	\$24,000.00		\$0.00	2000	2000	\$24,000.00
24	Trench Safety System	16,830	LF	\$2.50	\$42,075.00		\$0.00	16830	16830	\$42,075.00
25	Silt Fence, Construction Fencing, & SW3P's	8,000	LF	\$2.75	\$22,000.00		\$0.00	8000	8000	\$22,000.00
25 A	Construction Fencing	2,000	LF	\$3.50	\$7,000.00		\$0.00	2000	2000	\$7,000.00
25 B	Inlet Protection	10	EA	\$20.00	\$200.00		\$0.00	10	10	\$200.00
26	Traffic Control	1	LS	\$20,000.00	\$20,000.00		\$0.00	1	1	\$20,000.00
27	Connection to Existing 24" Transmission Main Along Del Mar	1	EA	\$17,000.00	\$17,000.00		\$0.00	1	1	\$17,000.00
28	Connection to Existing 12" Water Line at Jackman Rd. & Loop 20	2	EA	\$14,800.00	\$29,600.00		\$0.00	2	2	\$29,600.00
29	Connection to Existing 8" Water Line along Casa Verde Rd.	2	EA	\$9,500.00	\$19,000.00		\$0.00	2	2	\$19,000.00
30	Existing 12" Waterline re-adjustment along Del Mar Blvd.	1	EA	\$17,700.00	\$17,700.00		\$0.00	1	1	\$17,700.00
31	Existing 8" Waterline re-adjustment along Polaris	1	EA	\$7,400.00	\$7,400.00		\$0.00	1	1	\$7,400.00

Item No.	Description	QTY.	Unit	Unit Cost	Bid Amount	Completed this Period	Amount Completed	Fill In Amount	Completed to Date	Amount Completed to
32	Pipe Restraints (Joint and Fittings) for 24" PVC Water Pipe (C-905, DR-18) Class 235	2,500	LF	\$79.00	\$197,500.00		\$0.00	2500	2500	\$197,500.00
33	Pipe Restraints (Joint and Fittings) for 16" PVC Water Pipe (C-905, DR-18) Class 235	60	LF	\$60.00	\$3,600.00		\$0.00	60	60	\$3,600.00
34	Pipe Restraints (Joint and Fittings) for 12" PVC Water Pipe (C-900, DR-14) Class 305	120	LF	\$50.00	\$6,000.00		\$0.00	120	120	\$6,000.00
35	Pipe Restraints (Joint and Fittings) for 8" PVC Water Pipe (C-900, DR-14) Class 305	300	LF	\$32.00	\$9,600.00		\$0.00	300	300	\$9,600.00
36	Pipe Restraints (Joint and Fittings) for 6" PVC Water Pipe (C-900, DR-14) Class 305	100	LF	\$24.00	\$2,400.00		\$0.00	100	100	\$2,400.00
37	Installation of native seed and re-vegetation as per TxDOT Item 164, Includes fertilizer as per TxDOT Item 165	2.8	AC	\$4,500.00	\$12,600.00		\$0.00	2.8	2.8	\$12,600.00
38	Temporary Irrigation for re-vegetation as per TxDOT Item 168	2,020	1000 GA	\$3.75	\$7,575.00		\$0.00	2020	2020	\$7,575.00
39	Contingency Costs	1	LS	\$200,000.00	\$200,000.00		\$0.00	1	1	\$200,000.00
40	Bulk Water Fees Allowance	1,390	1000 GA	\$16,680.00	\$16,680.00		\$0.00	1	1	\$16,680.00
BASE BID TOTAL							\$0.00			\$3,070,323.00
Additive Alternate Bid										
A.1	4" Asphalt Type A or B (Black Base) This item includes paving for the 6ft pipe trench along Casa Verde & Polaris plus an additional 6ft wide section adjacent to the 6ft pipe trench for a total of 12ft wide re-pavement section. Include asphalt milling work for a 6' wide section adjacent to 6' pipe trench.	11,500	SY	\$24.00	\$276,000.00		\$0.00	11500	11500	\$276,000.00
ADDITIVE ALTERNATE BID TOTAL							\$0.00			\$276,000.00
Change Order No. 2										
1	Labor and Additional Equipment for Unforeseen Gas Conflict at STA 161+50	1.248783	Day	\$8,703.64	\$10,868.96		\$0.00	1.248783	1.248783	\$10,868.96
2	Labor and Additional Equipment for Unforeseen Storm Drain Conflict along Airport Fence	3	Day	\$8,703.64	\$26,110.92		\$0.00	3	3	\$26,110.92
3	Labor and Additional Equipment for Unforeseen Polaris Conflict (Fire Protection @ 129+70)	1.0	Day	\$8,703.64	\$8,703.64		\$0.00	1	1	\$8,703.64
4	Labor and Additional Equipment for Unforeseen Polaris Gas Line Conflict at STA 131+85	1.0	Day	\$8,703.64	\$8,703.64		\$0.00	1	1	\$8,703.64
5	Labor and Additional Equipment for Unforeseen Polaris Drive RCP line Conflict @ 121+00	1.5	Day	\$8,703.64	\$13,055.46		\$0.00	1.5	1.5	\$13,055.46
6	Labor and Additional Equipment for Unforeseen Gas Conflict at STA 1+50	1.5	Day	\$8,703.64	\$13,055.46		\$0.00	1.5	1.5	\$13,055.46
7	Labor and Additional Equipment for Unforeseen Polaris Drive Sewer Line Conflict at STA 127+50	1.5	Day	\$8,703.64	\$13,055.46		\$0.00	1.5	1.5	\$13,055.46
8	Labor and Additional Equipment for Unforeseen TxDOT Fiber Optic Line	1.5	Day	\$8,703.64	\$13,055.46		\$0.00	1.5	1.5	\$13,055.46
9	Labor and Additional Equipment for Unforeseen Fiber Optic Line @ Jacaman and Additional Readjustments to 24" and 12" Connection	2.883851	Day	\$8,703.64	\$25,100.00		\$0.00	2.883851	2.883851	\$25,100.00
DECREASE IN CONTRACT										
1	Contingency Authorization	(0.068885)	LS	\$200,000.00	-\$13,777.00		\$0.00	(0.068885)	-0.068885	-\$13,777.00
2	Additive Alternate Item No. 1	-3,450	SY	\$24.00	-\$82,800.00		\$0.00	-3450	-3450	-\$82,800.00
3	Existing 12" Waterline re-adjustment along Del Mar Blvd.	-1	EA	\$17,700.00	-\$17,700.00		\$0.00	-1	-1	-\$17,700.00

Item No.	Description	QTY.	Unit	Unit Cost	Bid Amount	Completed this Period	Amount Completed	Fill In Amount	Completed to Date	Amount Completed to
4	Existing 8" Waterline re-adjustment along Polaris	-1	EA	\$7,400.00	-\$7,400.00		\$0.00	-1	-1	-\$7,400.00
5	24" 11-1/4 Bend	-1	EA	\$2,930.00	-\$2,930.00		\$0.00	-1	-1	-\$2,930.00
6	Bulk Water Fees Allowance	-1	LS	\$10,994.80	-\$10,994.80		\$0.00	-1	-1	-\$10,994.80
	Total Change Order No. 2				-\$3,892.80		\$0.00			-\$3,892.80

TOTAL CONTRACT AMOUNT	\$3,346,323.00	\$0.00	\$3,342,430.20
TOTAL CHANGE ORDER NO. 2	-\$3,892.80		
REVISED CONTRACT AMOUNT	<u>\$3,342,430.20</u>		

Completed to date	\$3,342,430.20
Less Retainage \$	-
Total less Retainage \$	3,342,430.20
Previously Submitted Estimate \$	3,175,308.69
Amount Owed This Estimate \$	167,121.51

City Council-Regular

Meeting Date: 01/24/2018

Initiated By: Martin Aleman, Executive Director of Finance and Technology

Staff Source: Riazul I. Mia, P.E., Utilities Department Director

SUBJECT

Authorizing the City Manager to cancel the contract with Azteca Systems, LLC, Sandy, UT, for asset management software at the Utilities Department. The terms of the contract included a term of three (3) years in the amount of \$55,000.00, beginning year one (1), \$65,000.00, beginning year two (2) and \$75,000.00, beginning year three (3). Through additional evaluation of software capabilities/offerings of the Standard Enterprise License Agreement (ELA), a determination has been made that an upgrade to a Premium ELA is the appropriate level of licensing.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

8/21/2017 - Council awarded contract to software company.

BACKGROUND

The selection of City works Asset Management software is based on the recommendations in the Asset Management Plan Report developed by City of Laredo Utilities Staff and Lockwood, Andrews & Newnam, consultant. The premium ELA provides for additional compatibility for integration between Cityworks, IBM iSeries modules, Fusion APIs and customized, third-party APIs. Staff will come back to Council with the new contract soon.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Approval of the motion.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Contract was encumbered in 557-4150-533-5588.
