

**NOTICE OF MEETING
CITY COUNCIL OF THE CITY OF GALVESTON
THURSDAY - NOVEMBER 15, 2018 - 1:15 P.M.
COUNCIL CHAMBERS- CITY HALL
823 ROSENBERG, GALVESTON, TEXAS
TELEPHONE: (409) 797-3510**

REGULAR MEETING AGENDA

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER
2. ROLL CALL
3. INVOCATION
4. PLEDGE OF ALLEGIANCE
 - American Flag
 - Texas Flag - *Honor the Texas Flag. I pledge allegiance to thee, Texas, one state, under God, one, and indivisible.*
5. CONFLICTS OF INTEREST
6. PRESENTATIONS/REPORTS OF COUNCIL, OFFICER BOARDS, AND CITY MANAGER
 - 6.A. Pursuant To Texas Government Code Section 551.0415, The City Council May Report On Any Of The Following Items:
 1. Expressions of thanks, gratitude, and condolences
 2. Information regarding holiday schedules
 3. Recognition of individuals:
 - a. Galveston University Proclamation
 - b. World Aids Day Proclamation
 4. Reminders regarding City Council events
 5. Reminders regarding community events
 6. Health and safety announcement
 - 6.B. City Auditor's Report - Update On The State Of The Port Of Galveston's Paperwork On The \$55,000,000 Insurance Proceeds From Hurricane Ike (G. Bulgherini)
7. COMMUNICATIONS AND PETITIONS
 - 7.A. Claims: 18-100 - Isaul Marines; 18-101 - Andi Soto; 18-102 - Apolla Beasley; 18-103 - Jennifer Rodriquez; 18-104 - Jhonny Langer; And 18-105 - Daniel Marks.
8. PUBLIC HEARINGS
 - 8.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Creating A Planned Unit Development (PUD) Overlay District In A Residential, Single Family-One (R-1) Base Zoning District, On Property Commonly Known As 2627 Avenue O And Which Is Legally Described As Lots 1 Through 3 Northwest, Block 66, Galveston Outlots, In The City And County Of Galveston Texas; Planning Case Number 18P-050;

Making Various Findings And Provisions Related To The Subject. (J. Norman)

Documents:

[8A - 18P-050.PDF](#)

9. PUBLIC COMMENT

- A. Agenda Items
- B. Non-Agenda Items

10. ORDINANCES (NOT REQUIRING PUBLIC HEARINGS)

11. CONSENT ITEMS

The following items shall be considered for action as a whole, unless one or more Council Members objects. The City Manager is authorized to execute all necessary documents upon final approval by the City Attorney.

- 11.A. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Accepting The City's Portion Of A 2018 Byrne Justice Assistance Grant From The Department Of Justice In A Joint Total Amount Of \$28,640.00, And Said City Portion To Provide For The Purchase Of Equipment (Tasers) For The City Of Galveston's Police Department; Authorizing The City Manager To Execute An Interlocal Agreement With Galveston County; Appointing The County As Fiscal Agent For The Grant; Equally Dividing The Total Grant Award Between The Parties; Providing For Findings Of Fact And Providing For An Effective Date. (V. Hale)

Documents:

[11A2.PDF](#)

[11A1.DOC](#)

- 11.B. Consider For Approval A Resolution Of The City Council Of The City Of Galveston Texas, Authorizing The City Manager To Execute An Agreement With The County Of Galveston And The Galveston County Sheriff's Office (Collectively "The County") For Mutual Aid Law Enforcement; Providing For Findings Of Fact And An Effective Date. (V. Hale)

Documents:

[11B1.DOCX](#)

[11B2.PDF](#)

- 11.C. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas Approving And Authorizing The City Manager To Execute An Interlocal Cooperation Agreement With The City Of Texas City For Live Fire Training; Approving And Authorizing The City Manager To Execute The Agreement; And Providing For Findings Of Fact And An Effective Date. (M. Wisko)

Documents:

[11C1.PDF](#)

[11C2.PDF](#)

- 11.D. Consider For Approval A Contract For The Professional Services Of Brown Reynolds Watford Architects, Inc. For Architectural Design For Renovations To City Hall In The Amount Of \$860,360. (D. Anderson)

Documents:

[11D1.PDF](#)
[11D2.PDF](#)

- 11.E. Consider For Approval An Amendment To The Goodman Corporation (TGC) Professional Services Contract Granting An Extension Of Time For Performance, On Items In Emphasis Area A-I, Relating To The Rail Trolley Restoration. (R. Beverlin)

Documents:

[11E.PDF](#)

- 11.F. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock (HD Utility Truck W/Crane) And Associated Equipment For The Water Distribution Division From Houston Freightliner Through HGAC Buy For A Total Price Of \$165,090. The Funding Source Is The Water And Sewer Capital Account. (D. Smith)

Documents:

[11F.PDF](#)

- 11.G. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock (HD Service Truck) And Associated Equipment For The Water Distribution Division From Rush Truck Center Through Buy Board For A Total Price Of \$93,683. The Funding Source Is The Water And Sewer Capital Fund. (D. Smith)

Documents:

[11G.PDF](#)

- 11.H. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock (Case Backhoe) And Associated Equipment For The Water Distribution Division From Mustang CAT Sales Through HGAC Buy For A Total Price Of \$115,851.37. The Funding Source Is The Water And Sewer Capital Fund. (D. Smith)

Documents:

[11H.PDF](#)

- 11.I. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock (1 Rear Loader/2 Grapple Trucks) And Associated Equipment For The Refuse Department From Houston Freightliner Through HGAC Buy For A Total Price Of \$542,632. The Funding Source Is The Sanitation Vehicle Capital Outlay Account. (D. Smith)

Documents:

[11I.PDF](#)

- 11.J. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Refuse Packers And Associated Equipment For The Refuse Department From Heil Of Texas Through Buy Board For A Total Price Of \$283,248. The Funding Source Is The Refuse Vehicle Capital Outlay Account. (D. Smith)

Documents:

[11J.PDF](#)

- 11.K. Consider For Approval Authorizing The City Manager To Negotiate A Contract For The Completion Of The Crockett Park (53rd @ Avenue S) Project, For The Not To Exceed Amount Of \$1,380,000. (R. Blackketter)

Documents:

[11K.PDF](#)

- 11.L. Consider For Approval Of A Contract With E. P. Brady, Ltd., For The Sanitary Sewer Improvements Along 8 Mile Road From Stewart Road To Sunny Beach Project (RFP #18-36) In The Amount Of \$2,078,860.00 For The Base Bid Plus Alternate A (Estimated Total Cost Of Project Not To Exceed \$2,393,860). (R. Blackketter)

Documents:

[11L.PDF](#)

- 11.M. Consider For Approval Of A Contract With E. P. Brady, Ltd., For The Sanitary Sewer Improvements Along 8 Mile Road From Stewart Road To Sunny Beach Project (RFP #18-36) In The Amount Of \$2,078,860.00 For The Base Bid Plus Alternate A (Estimated Total Cost Of Project Not To Exceed \$2,393,860). (R. Blackketter)

Documents:

[11M.PDF](#)

- 11.N. Consider For Approval Change Order #6 For The Contract With Main Lane Industries, Ltd., For The Reconstruction Of Market Street From 25th Street To 19th Street Project, Increasing The Contract From \$3,776,755.87 By The Amount Of \$86,050.00 To A Cost Of \$3,862,805.87, And Extending The Term Of The Contract By 165 Days. (R. Blackketter)

Documents:

[11N.PDF](#)

- 11.O. Consider Ratification Of The Approval From The Chapter 172 Health Benefits Plan Board Of Trustees For Renewal Of Liberty Mutual As The Carrier For Specific Stop Loss Coverage Effective October 1, 2018 Through September 30, 2019. (K. Etienne)

Documents:

[11O1.PDF](#)

[11O2.PDF](#)

- 11.P. Consider For Approval Minutes Of The September 13, 2018 Workshop And Regular Meeting. (J. Williams)

Documents:

[11P.PDF](#)

- 11.Q. Receive And File A Letter From The Texas General Land Office Dated October 10, 2018 Regarding Hurricane Harvey Disaster Recovery Fund Applications. (Yarbrough)

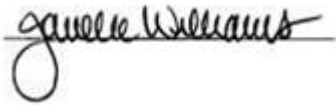
Documents:

12. ACTION ITEMS

- 12.A. Discuss And Consider For Action Authorizing Settlement Discussions With CDM Smith For Final Approval Of City Council. (Legal)
- 12.B. Discuss And Consider Approval Of The Stewart Beach Pavilion Proposal. (Brown/Yarbrough)
- 12.C. Discuss And Consider Appointments To The Following City Boards, Commissions, And Committees:
 - 1. Seawall Parking Review Ad Hoc Committee - District 4
 - 2. Arts & Historic Preservation Advisory Board - nomination from Galveston Hotel Lodging Association
 - 3. Zoning Board of Adjustments - Position 5
- 12.D. Discuss And Consider Appointments To The Houston-Galveston Area Council (H-GAC) 2019 General Assembly And Board Of Directors. (Yarbrough)

Documents:

13. ADJOURNMENT

A handwritten signature in black ink, appearing to read "Janelle Williams", written over a horizontal line.

I certify that the above Notice of Meeting was posted in a place convenient to the public in compliance with Chapter 551 of the Texas Government Code on November 8, 2018 at 3:30 P.M.

Janelle Williams, City Secretary

IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS IN NEED OF A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHALL, WITHIN THREE (3) DAYS PRIOR TO ANY PROCEEDING, CONTACT THE CITY SECRETARY'S OFFICE, SUITE 201, 823 ROSENBERG, GALVESTON, TEXAS 77550 (409-797-3510).

ORDINANCE NO. 18-__

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, CREATING A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY DISTRICT IN A RESIDENTIAL, SINGLE FAMILY-ONE (R-1) BASE ZONING DISTRICT, ON PROPERTY COMMONLY KNOWN AS 2627 AVENUE O AND WHICH IS LEGALLY DESCRIBED AS LOTS 1 THROUGH 3 NORTHWEST, BLOCK 66, GALVESTON OUTLOTS, IN THE CITY AND COUNTY OF GALVESTON, TEXAS; PLANNING CASE NUMBER 18P-050; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, the 2015 Galveston Land Development Regulations, Article 4, allows for the creation of a Planned Unit Development (PUD) Overlay Zoning District; and,

WHEREAS, the property is owned by 2627 Ave O LLC., Clay Conrad. The Applicant, Marc Hill, is requesting that a Planned Unit Development Overlay Zone be created on property commonly known **2627 Avenue O** and which is legally described as Lots 1 through 3 Northwest, Block 66 Galveston Outlots, in the City and County of Galveston, Texas; and,

WHEREAS, as further detailed in the Staff Report, attached and incorporated herein as **Exhibit 1** (including exhibits A), the Applicant wishes to continue to operate as “Office” and “School, Private” uses. The subject site is comprised of three standard lots within a Residential, Single Family-One zoning district (R-1); and

WHEREAS, the subject site is zoned Residential, Single Family-One (R-1). The intent of this zoning district is to provide for single-family detached dwellings with complimentary civic, recreational, and institutional uses. An “Office” and “School, Private” and the additional storage of kayaks are not permitted land uses under the current zoning; and,

WHEREAS, the purpose or intent of the PUD is to allow the continued use of the property by Artist Boat as “Office” and “School, Private” land uses and to allow 13 tandem and 3 solo kayaks or floating classrooms to be stored onsite; and,

WHEREAS, the requested PUD is compatible with surrounding land uses and zoning. The PUD is a floating zoning district intended to create a mixture of uses, density, and infrastructure standards, allowing flexibility in the development standards for specific uses on a specific site; and,

WHEREAS, the proposed request is supported by the goals of the 2011 Comprehensive Plan Sections LU-3.3 “Promote Infill Housing throughout the Urban Core”, LU-3.7 “Provide Adequate Buffering Between Residential and Commercial Activities”, and LU-3.10 “Consider Zoning Changes in Areas Where Development Standards Do Not Match the Existing or Intended Character of the Neighborhood”; and,

WHEREAS, the Planning Commission, at its regular meeting of October 16, 2018, voted to recommend approval of this request; and,

WHEREAS, Staff recommends that the request be approved with certain specific and standard conditions contained in Section 3 below; and,

WHEREAS, after notice and conducting a public hearing, the City Council of the City of Galveston, Texas, deems it in the public interest to grant the Applicant's request for a Planned Unit Development (PUD) Overlay Zoning District in a Residential, Single Family-One (R-1) base zoning district, on property commonly known **as 2627 Avenue O** and which is legally described as Lots 1 through 3 Northwest, Block 66 Galveston Outlots, in the City and County of Galveston, Texas; and,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Ordinance are found to be true and correct and they are adopted by the City Council and made a part hereof for all purposes.

SECTION 2. Subject to certain conditions set forth in Section 3 below, the Applicant is hereby granted a Planned Unit Development (PUD) Overlay Zoning District in a Residential, Single Family-One (R-1) base zoning district, on property commonly known **as 2627 Avenue O** and legally described as Lots 1 through 3 Northwest, Block 66 Galveston Outlots, in the City and County of Galveston, Texas.

SECTION 3. This Planned Unit Development (PUD) Overlay Zoning District is subject to the following conditions:

Specific Conditions to 18P-050:

1. Granting of a PUD zoning district shall not relieve the developer from complying with all other applicable sections of the Land Development Regulations (LDR), and other Codes and Ordinances of the City of Galveston, unless such relief is specified in the approved PUD plan and PUD ordinance. Relief provided by this PUD plan includes:
 - a. *To allow operation of "Office" and "School, Private" land uses;*
2. The development must conform to the site plan and design details included with the PUD application and ordinance with the following modifications;
 - a. *The parking lot shall remain accessible to employees and visitors during business hours;*
 - b. *All storage on the site, including but not limited to kayaks, shall occur within an enclosed structure at all times while on the property*
 - c. *No onsite outdoor activities;*
 - d. *The fence design shall be a traditional residential solid picket fencing 8-feet in height. Along 27th Street, the fence shall not be placed any further west than the front face of the structure;*

3. The construction of the project shall begin within six months from October 25, 2018, the date of approval, and must be completed no later than 15 months (approximately January of 2020) from the date of approval. If the project has not begun within six months or is not completed within 15 months, the City Council will have discretion to extend the time period if sufficient cause is determined.
4. There shall be no nuisance created or cause any perceptible noise, odor, smoke, electrical interference, or vibrations that constitute a public or private nuisance to neighboring properties;

Standard Conditions of a Planned Unit Development (PUD):

1. The Applicant shall adhere to all comments/conditions received from City departments;
2. Any change or revisions to the adopted PUD Plan shall require an amendment to the PUD ordinance which requires review by the Planning Commission and City Council. Minor additions and modifications to the approved PUD plan meeting the criteria set forth in Article 4, Section 4.102 (d)(3) of the Land Development Regulations (LDR) may be approved by the Development Services Department;
3. The Applicant shall submit for approval all plans to the Development Services Department for compliance with all City codes.

SECTION 4. The concept site plan for the Planned Unit Development as submitted to the Planning Commission and to the City Council as reflected in Applicant's Exhibits A, attached and incorporated herein for all purposes, is hereby approved subject to the conditions set forth in **Section 3**.

SECTION 5. The Zoning classification for this property shall be changed to Residential, Single Family-One (R-1), PUD overlay and on the zoning maps of the City of Galveston shall be designated as R-1 PUD, subject to the conditions set for in **Section 3**.

SECTION 6. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable. If any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by a final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

SECTION 7. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 8. In accordance with the provisions of Sections 12 and 13 of Article II of the City Charter this Ordinance has been publicly available in the office of the City Secretary for not less than 72 hours prior to its adoption; that this Ordinance may be read and published by descriptive caption only.

SECTION 9. This Ordinance shall be and become effective from and after its adoption and publication in accordance with the provisions of the Charter of the City of Galveston.

APPROVED AS TO FORM:

MEHRAN JADIDI
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its regular meeting held on the 25th of October, 2018, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 20____.

Secretary for the City Council
of the City of Galveston



18P-050

STAFF REPORT

ADDRESS:

2627 Avenue O

LEGAL DESCRIPTION:

Property is legally described as Lots 1 through 3 Northwest, Block 66, Galveston Outlots, in the City and County of Galveston, Texas.

APPLICANT/REPRESENTATIVE:

Marc Hill

PROPERTY OWNER:

2627 Ave O LLC., Clay Conrad

ZONING:

Residential, Single Family-One (R-1)

REQUEST:

Planned Unit Development (PUD)

APPLICABLE ZONING LAND USE

REGULATIONS:

Article 4 of the Land Development Regulations (LDR)

EXHIBITS:

- A – Zoning Map
- B – Narrative/ PUD Plan
- C – Site Plan/PUD Plan
- D – Ordinance 02-068 for Specific Use
- E – Photos of the Floating Classroom
- F – Letter of Compliance
- G – About Artist Boat
- H – Photos

STAFF:

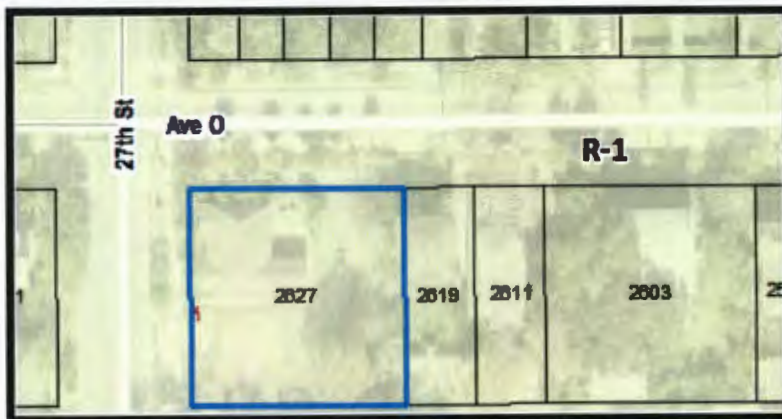
Janice Norman, Planning Manager, CFM
409-797-3670
jnorman@galvestontx.gov

City Department Notification Responses:

No objections

Public Notice and Comment:

Sent	Returned	In Favor	Opposed	No Comment
21	14	2	11	1



Background

The structure at 2627 Avenue O, was constructed in 1976, and operated as a Church. On July 25, 2002, a Specific Use Permit was issued in conjunction with a "Schools, Private, College or University" land use in a One Family Four (1F-4) zoning district. Six conditions were placed on the Specific Use Permit.

1. During the first phase of teaching, two (2) off-street parking spaces will be required. Prior to expansion into the piano classroom during the second phase of teaching, a total of ten (10) off-street parking spaces must be provided;
2. The Parking lot must conform to Section 29-67 of the Galveston Zoning Standards;

3. The applicant must maintain the maximum proposed floor plan configuration of 629 square feet for the private school, as indicated on the site plan. Any change to the land use (s) layout may require a review of the on-site parking requirements and approval by the Planning Commission and City Council;
4. The applicant must comply with all signage requirements per Section 29-82 of the City of Galveston Zoning Standards;
5. All parking and landscaping must comply with Section 29-67, Vehicle Parking Regulations of the City of Galveston; and
6. The applicant must pay the annual Specific Use Permit fee of \$25.00.

The Artist Boat non-profit organization has been operating out of this structure since 2014, under the conditions of the Specific Use Permit issued in 2002. After complaints were received regarding kayaks being stored on the property a letter was sent on April 15, 2015, to the executive director of Artist Boat, Karla Klay from the Director of Development Services Department, Rick Vasquez and the City Attorney, Dorthy Pumbo informing them that the storage of kayaks was outside the parameters of the Specific Use Permit and in violation of the Residential, Single Family (R-1) zoning district. A Planned Unit Development (PUD) under Article 4, of the Land Development Regulations would be one of the ways to resolve the violations. Please reference Attachment D, Ordinance 02-068.

Executive Summary

This request is to establish a Planned Unit Development (PUD) Overlay District in a Residential, Single Family-One (R-1) base zoning district to allow the non-profit organization Artist Boat to continue to operate an "Office" and "School, Private" land uses. Activities on the site include office, classroom space, and storage of kayaks.

Site Details

The subject site is comprised of three standard lots that are within the Residential, Single Family (R-1) zoning district. Currently the site has a six-foot tall privacy fence surrounding the property. Inside the fence there is a parking pad with a parking capacity for 10 cars there is also two accessory structures used to store equipment. The kayaks are also being stored on the property behind the 6-foot tall fence. A monument sign is located on the west side of the structure adjacent to 27th Street.

Compatibility with Base and Surrounding Zoning and Land Uses

The lots directly abutting this property to the east and west are zoned Residential, Single Family-One (R-1) with single family homes. The properties to the north are zoned Residential, Single-Family, One (R-1) with townhouses. Central Christian Church, a Place of Public Assembly, is across 27th Street to the southwest and is zoned Urban Neighborhood (UN). Garten Verein, a Place of Private Assembly, is northwest across 27th Street and is zoned Residential, Single Family with a Historic Overlay (R-1-H). These two non-residential uses in the immediate vicinity have integrated into the residential neighborhood and have not detracted from the residential character of the area. The proposed "Office" and "School, Private" land uses have the potential to integrate with the surrounding neighborhood possibly with some changes to the current configuration. Please reference Criteria for Approval (4) (b) (1-5) for recommended changes.

Ability of the Property to be used under Current Zoning

The Planned Unit Development (PUD) is a floating zoning district intended to create a mixture of uses, density and infrastructure standards and to allow only the additional uses that are specifically described in the PUD plan.

Although most commercial land uses would be out of character for the surrounding neighborhood staff finds that with the history of this property being constructed as a "Place of Public Assembly" land use that historically had offices and the expansion of the land use in 2002 to include private music instruction the proposed land use as an "Office" and "School, Private" has the ability to have the same impact on the surrounding neighborhood as the previous land use had as long as specific conditions are met to help complement the neighborhood.

The subject site is zoned Residential, Single Family (R-1). The Galveston Land Development Regulations state that the intent of the Residential, Single Family (R-1) zoning district is to provide for single-family detached dwellings with complementary civic, recreational and institutional uses. An "Office" and "School, Private" and the additional storage of kayaks and are not permitted land uses under the current zoning.

**PUD Details
/Development Plan**

The purpose or intent of the PUD	To allow the continued use of the property by Artist Boat as an "Office" and "School, Private" land uses and to allow 13 tandem and 3 solo kayaks or floating classrooms to be stored onsite.
PUD Land Uses	The PUD land uses are "Office" and "School, Private" with the outdoor storage of kayaks and indoor storage of equipment. Artist Boat will use the 2,100 square-foot main structure as their offices with hours of operation from 8:00 a.m. to 5:00 p.m., Monday through Friday and sometimes on Saturday and Sunday from 8:00 a.m. to 10:00 a.m. There will be maximum of 6 employees at the site at one time during regular business hours. Classes will be held in the main structure during the summer and on holidays and when school is not in session. Classes will be conducted Monday through Friday with morning sessions from 9:00 a.m. to 12:00 p.m. and afternoon sessions from 1:00 p.m. to 4 p.m. with a maximum of 12 students per session. Classes are held in the summer and on holidays. Additionally, part of the PUD request is storage of the Artists Boat's two floating classrooms. These fleet classrooms allow 26 students to participate on 13 tandem kayaks, and 3 solo kayaks for instructors. It should be emphasized that none of the floating classroom vessels are made available to rent out to the general public they are only used by Artist Boat at an offsite location for environmental learning. The nature of the activities offered also requires the storage of equipment. The Accessory buildings are used for storage of equipment and the making of public art works. According to the applicant the equipment being stored will be dabbles,

	microscopes, shovels, watercolor papers, paint brushes, paddles and life jackets. <i>Attachment E photos of the floating classrooms and Attachment C, Site Plan for placement.</i>
Density	1 main structure at 2,100 square-feet and 2 Accessory structures. The total site area is 15,480 square-feet Please reference A1.1 Site Plan. Exhibit C.
Building Height	Existing structures- 10.5' eave height, 14.5' peak height (both buildings measured from grade).
Building Setbacks	Please refer to plans A1.1 Site Plan in Exhibit C.
Limits of Construction	Please see Ground Level footprint on A1.1 Site Plan. Main structure and two accessory structures.
Building Elevations	Please refer to site plan A1.1 in Exhibit C, Site Plan and photos Exhibit E.
Vehicular Parking <i>Staff Comment</i>	Currently there are 10 paved parking spaces provided onsite inside the fenced area. According to the Land Development Regulations parking for a commercial property is one space per 300 square-feet of gross floor area. The structure is 2100 square feet. Using the Commercial parking calculations, a total of 8 off-street parking spaces are required.
Pedestrian Access	The existing facility provides access through an entrance located on 27th Street.
Streets and Circulation	The existing conditions will remain unchanged with Avenue O to the north and a 20' wide alley to the south. A pedestrian sidewalk is located along the Avenue O and 27th Street right-of-way. The applicant has no plans to obstruct the right of way along these streets.
Screening and Landscape	The applicant has planted only native and adapted landscape species, and the site's existing, established turfgrass. Bamboo has been planted along the east side of the property to help buffer from residential properties.
Environmental protection	No sensitive environmental conditions exist on the site. Storm water pollution prevention practices will be followed in the construction phase of the permitted building. Sustainable materials, green building design practices and water catchment will all contribute to the Project. Environmental protection is inherent to both the mission and operations of the Artist Boat.
Signage	Existing monument sign has been refaced with the Artist Boat name and Logo. No changes are proposed for the sign.
Lighting	Minimal, low-intensity lighting with full cutoff exterior fixtures with no light trespass to adjacent properties.

Phasing or Scheduling	The project has been completed. There are no additional phases proposed.
Unique characteristics or exceptional circumstances	While appearing residential in character, the existing building has served as an Institutional use since its construction in 1976.

Criteria for Approval

According to Division 13.601 (C) of the Land Development Regulations, the Planning Commission may recommend approval, and City Council may grant the approval of a rezoning request if it is demonstrated that:

1. The proposed zoning is preferable to the existing zoning in terms of its likelihood of advancing the goals, objectives and policies of the City's 2011 Comprehensive Plan and other adopted neighborhood plan, special area plan, redevelopment plan, or other plan applicable to the area;
 - a. The Planned Unit Development (PUD) is a floating zoning district intended to create a mixture of uses, density and infrastructure standards, allowing flexibility in the development standards for specific uses on a specific site.
 - b. The Comprehensive Plan states in LU-3.7, Provide Adequate Buffering Between Residential and Commercial Activities and LU 3.10, Consider Zoning Changes in Areas Where Development Standards do not Match the Existing or Intended Character of the Neighborhood. To enact guidelines for more compatible infill, and to preclude commercial intrusions into established neighborhoods, it may be necessary to change underlying zoning designations. In many cases, neighborhoods that remain single-family in orientation nevertheless permit multi-family or commercial development, as well as development out of scale with surrounding patterns. Staff finds that this property has operated as a nonresidential land use from the time it was constructed and was in character with the surrounding neighborhood for many years and with proper mitigation the "Office" and "School, Private" land uses can be compatible with the surrounding neighborhood.
2. The proposed zoning is consistent with the future land use map of the 2011 Comprehensive Plan (a future land use map amendment may be processed concurrently with the rezoning);
 - a. The City has not officially adopted a future land use map at this time. However, if this change of zoning is approved the new future land use map will be consistent with this change.
3. The proposed change is consistent with the implementation of existing or pending plans for providing streets, water and wastewater, other utilities and the delivery of public services to the area in which the parcel proposed for rezoning is located;
 - a. There are existing water and sewer lines surrounding the property. The new development will not interfere with the existing streets, water or wastewater in the area;
4. The range of uses and the character of development that is allowed by the proposed zone will be compatible with the properties in the immediate vicinity of the parcel proposed for rezoning, and the parcel proposed for rezoning has

sufficient dimensions to accommodate reasonable development that complies with the requirements of these Land Development Regulations, including parking and buffering requirements; and

- a. As proposed the existing development has met with complaints from the adjacent neighbors regarding parking on street, the fence design and height, and the storage of kayaks on the property. The complaints allege that these items take away from the residential character of the neighborhood.
- b. The parcel is 15,480 square-feet in size which is ample space to mitigate any possible disruptions to the neighborhood. Staff finds that by implementing the conditions listed below the use would be buffered from the surrounding neighborhood:
 1. Staff has observed that the parking lot is often kept closed and locked. In order to provide the required off-street parking, the lot shall be accessible to employees and visitors during business hours. Parking shall be off street on the parking pad to reduce on street parking.
 2. All storage on the site, including but not limited to kayaks, shall occur within an enclosed structure at all times while on the property.
 3. No onsite outdoor activities.
 4. The existing fence is of an unusual design not commonly found on residential properties. The fence design shall be modified to be a traditional residential solid picket fencing design. The fence height shall be raised to eight feet in order to provide maximum screening. Along 27th Street, the fence shall be relocated to be in line with the front face of the structure. These modifications will help to preserve the residential character of the area.
5. The pace of development and/or the amount of vacant land currently zoned for comparable development in the vicinity suggests a need for the proposed rezoning in order to ensure an appropriate inventory of land to maintain a competitive land market that promotes economic development.
 - a. The site is currently developed and is currently being used as the PUD plan outlines. The "Office" and "School, Private" land uses will not increase the intensity of the use that is being operated now. With the proposed conditions the storage of the kayaks may be less disruptive to the neighborhood.

Conformance

This property is located in a Residential, Single Family (R-1) zoning district but has historically not used as a residential property. Staff finds the uses as an "Office" and "School, Private" to be appropriate land uses in the Residential, Single Family (R-1) zoning district if measures are taken to buffer the use from the residential properties. With the size of the property being large enough to allow buffering and by complying with the specific conditions listed below negative impacts can be mitigated.

Other Reviews

Planning Commission at their regular meeting on October 16, 2018, voted to recommend approval with the omission of condition (2) (d).

Staff Recommendation

Staff is also recommending that the construction of the site modification begin within six months of the date of approval and be completed no later than 15 months from the date of approval. This is to ensure that the proposed improvements are installed in a timely manner.

Staff recommends Case 18P-050 be approved with the following conditions:

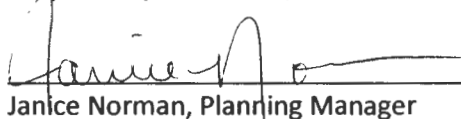
Specific Conditions to 18P-050;

1. Granting of a PUD zoning district shall not relieve the developer from complying with all other applicable sections of the Land Development Regulations (LDR), and other Codes and Ordinances of the City of Galveston, unless such relief is specified in the approved PUD plan and PUD ordinance. Relief provided by this PUD plan includes:
 - a. To allow operation of "Office" and "School, Private" land uses;
2. The development must conform to the site plan and design details included with the PUD application and ordinance with the following modifications;
 - a. The parking lot shall remain accessible to employees and visitors during business hours;
 - b. *All storage on the site, including but not limited to kayaks, shall occur within an enclosed structure at all times while on the property*
 - c. No onsite outdoor activities;
 - d. *The fence design shall be a traditional residential solid picket fencing 8-feet in height. Along 27th Street, the fence shall not be placed any further west than the front face of the structure;*
3. The construction of the project shall begin within six months from October 25, 2018, the date of approval, and must be completed no later than 15 months (approximately January of 2020) from the date of approval. If the project has not begun within six months or is not completed within 15 months, the City Council will have discretion to extend the time period if sufficient cause is determined.
4. There shall be no nuisance created or cause any perceptible noise, odor, smoke, electrical interference, or vibrations that constitute a public or private nuisance to neighboring properties;

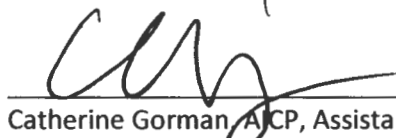
Standard Conditions of a Planned Unit Development (PUD):

5. The applicant shall adhere to all comments/conditions received from City departments;
6. Any change or revisions to the adopted PUD Plan shall require an amendment to the PUD ordinance which requires review by the Planning Commission and City Council. Minor additions and modifications to the approved PUD plan meeting the criteria set forth in Article 4, Section 4.102 (d)(3) of the Land Development Regulations (LDR) may be approved by the Development Services Department;
7. and,
8. The applicant shall submit for approval all plans to the Development Services Department for compliance with all City codes.

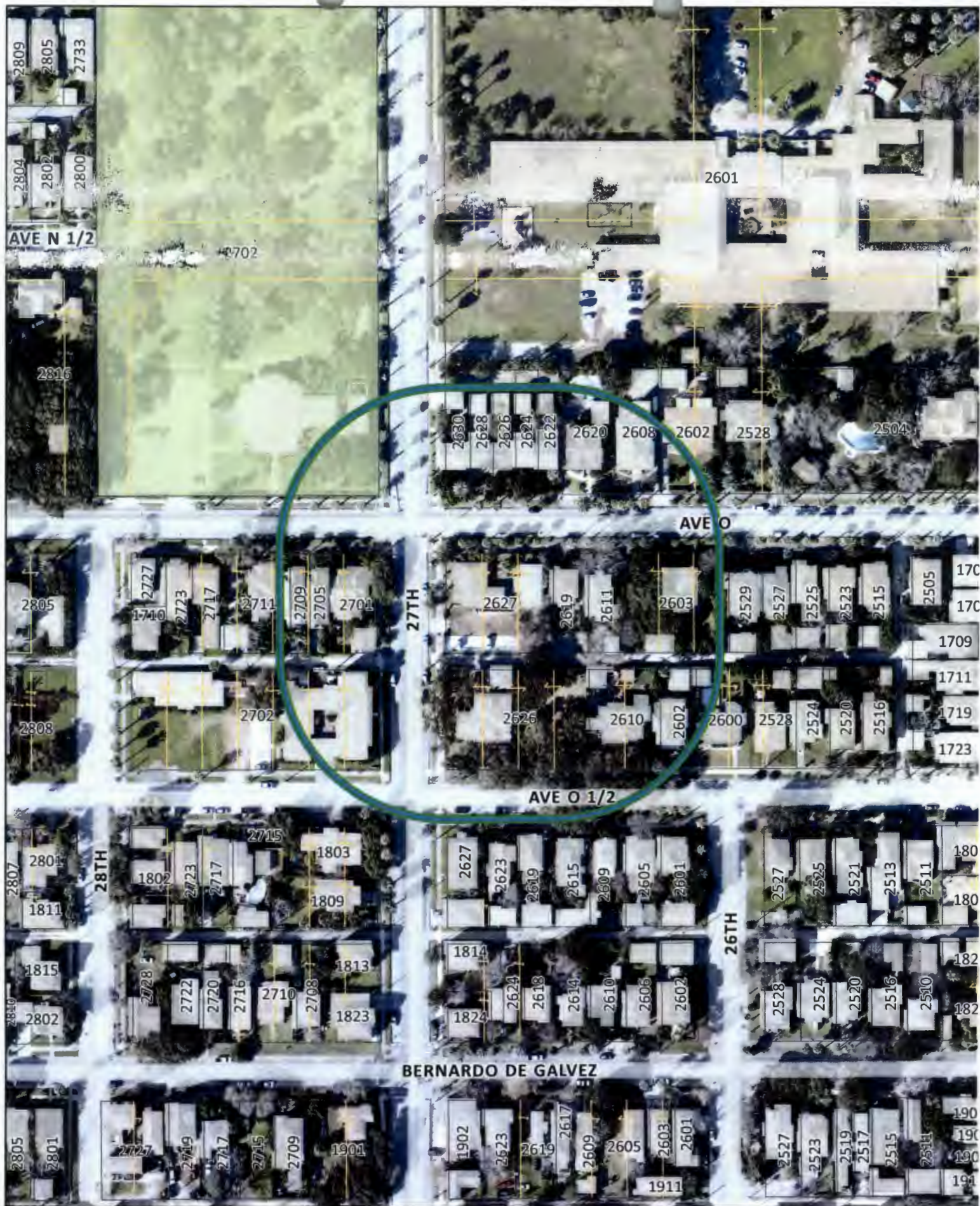
Respectfully Submitted,


Janice Norman, Planning Manager

10/17/18
Date


Catherine Gorman, AICP, Assistant Director/HPO
Development Services

10-17-18
Date



August 21, 2018

Mr Tim Tietjens, Director

City of Galveston Department of Planning

RE: 2627 Avenue O, Artist Boat

Includes: Project Narrative for P.U.D. Application

Dear Mr. Tietjens:

Please accept this letter as a brief narrative of the continued use at 2627 Avenue O in Galveston. As background, the subject property was previously home to a music school and has a prior Specific Use Permit to operate as a school on the site, with conditions. Recognizing that there has been an ongoing discussion regarding Artist Boat's inheriting the use of the property, and despite attempts to comply with Land Development Regulations, advisement from the City Attorney and Planning Department has been to seek approval of a Planned Unit Development. The goal in mind is to have Artist Boat - the tenant who has occupied the building since 2014 - to remain indefinitely. The site plan depicted in our submittal documents has prior permit approval for construction of an Accessory Structure. We are requesting approval of a Planned Unit Development (PUD) in order to allow for the continued use of the property by the tenant Artist Boat a local non-profit. Please find the attached mission and programming offered by this effective and recognized coastal awareness educator.

The property abuts residential zoning on Avenue O and on 27th Street. The location sits across from the Garten Verien, Kempner Park to the Northwest and Central Christian Church to the Southwest. Our PUD request is the best possible tool for reconciling the disputed interpretation of legal land use.

Article 4 of the Land Development Regulations provides some guidelines for the information needed for evaluation. Response to those are listed for you here or in some cases may be seen in the site and building plans -

- a. **The purpose or intent of the PUD:** To allow the continued use of the property by the Artist Boat, relocated from their previous headquarters on Avenue K. In addition to the two structures shown on the site plan the tenant has also relocated (1) additional Storage building to the site. The purpose of the request is to allow for the continued operations of Office and School(private)LDR land uses in an R-1 Zoning District.
- b. **PUD Land Uses:** School, Private, and associated incidental uses. The site will be home to Artist Boat, providing office space for the non-profit's staff, administrators and educators. The staff number 5-10 full time employees and 2-4 part time, with typically no more than 6 employees at the site during regular hours. Also within the main building is the classroom where environmental learning is offered. The Accessory building is a flexible space for Storage and the making of Public Artworks. Summer classes will be offered between the main building and offsite locations.

The nature of the activities offered also requires the storage of equipment. One additional storage shed is located onsite with tools and supplies for both shoreline restoration projects and offsite outdoor instruction. Additionally, part of the PUD request is storage of the Artists Boat's two floating classrooms. These fleet classrooms allow 26 students to participate on 13 tandem kayaks, and 3 solo kayaks for instructors. The kayaks are being screened from the street per city code. It should be emphasized that none of the floating classroom vessels are made available to rent and or pick up at 2627 Ave O.

- c. **Density:** 1 primary unit + 2 Accessory units in a site area of 129x120 (15,480sf)
- d. **Building Height:** 10.5' eave height, 14.5' peak height (both buildings, from grade)
- e. **Building Setbacks:** Please refer to site plans. All structures meet required setbacks.
- f. **Limits of Construction:** N/A. All structures are existing and have been issued building permits.
- g. **Building Elevations:** Please refer to perspectives and elevations provided.
- h. **Vehicular parking:** Off-street parking was installed in 2015 for compliance with SUP conditions (10 spaces).
- i. **Pedestrian access:** The existing facility provides access through an entrance located on 27th Street. Gated entrances also provide vehicle access from 27th Street.
- j. **Streets and circulation:** The existing conditions will remain unchanged with Avenue O to the north and a 20' wide alley to the south. A pedestrian sidewalk is located along the Avenue O and 27th Street right-of-way, recently improved by the 27th Street Corridor project.
- k. **Screening and Landscape:** The applicant will utilize only native and adapted landscape species, and the site's existing, established turfgrass.
- l. **Environmental protection:** No sensitive environmental conditions exist on the site. Environmental protection is inherent and to both the mission and operations of the Artist Boat.
- m. **Signage:** Existing monument sign to be reused.
- n. **Lighting:** Minimal, low-intensity lighting with full cutoff exterior fixtures with no light trespass to adjacent properties.
- o. **Phasing or Scheduling:** The PUD approval is not related to any proposed changes to the built conditions or the current use of the site.
- p. **Unique characteristics or exceptional circumstances:** While appearing *residential* in character, the existing school building/Church has served an Institutional use since its construction in 1976 originally as a church, then as a music school.

Thank you for your consideration on this PUD request. We feel that it is a fitting home for an important institution promoting sustainability and awareness of Galveston Island's coastal context.

ORDINANCE NO. 02-068

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, GRANTING A SPECIFIC USE PERMIT IN CONJUNCTION WITH A "SCHOOLS, PRIVATE, COLLEGE OR UNIVERSITY" LAND USE IN A ONE FAMILY-FOUR (1F-4) ZONING DISTRICT ON PROPERTY COMMONLY KNOWN AS 2627 AVENUE O; PROPERTY IS LEGALLY DESCRIBED AS "A PORTION OF A SUBDIVISION IN THE NORTHWEST BLOCK 66 OF THE GALVESTON OUTLETS, IN THE CITY AND COUNTY OF GALVESTON, TEXAS"; PLANNING CASE NUMBER 02P-89; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, the property owner is The First Church of Christ, Scientist, in care of Barbara F. Burley or Caroline Wood, and the Applicants are Michael Hennan and Susan Vaughan who are requesting a Specific Use Permit in conjunction with a "Schools, Private, College or University" land use in a One Family-Four (1F-4) zoning district on property legally described as "a portion of a subdivision in the Northwest Block 66 of the Galveston Outlets, in the City and County of Galveston, Texas," and commonly known as 2627 Avenue O, Galveston, Texas: (Planning Case Number 02P-89); and,

WHEREAS, the Applicants are requesting a Specific Use Permit in order to operate the "Galveston Island Arts Academy," an arts instruction and arts performance school, because a Specific Use Permit is required to operate a "School, Private, College or University" land use in a One Family-Four (1F-4) zoning district; and,

WHEREAS, the request does not appear to violate the spirit of the 2001 Comprehensive Plan which supports enhancing neighborhood service uses, and although a "private school" is not specifically addressed as a neighborhood service, the overall use of the property as both a church and arts instruction/performance school will benefit the surrounding residential area; and,

WHEREAS, the Applicants have informed Staff that the Galveston Island Arts Academy will be developed in two (2) phases. During the first phase of the requested school use, which is proposed to begin in October 2002, there will be one (1) teacher instructing one (1) student per session. During the second phase of the school use, to begin approximately January 2003, the number of teachers will increase, as well as the number of students. Additionally, the applicants will allow the property to continue as a church, which is a permitted use in a 1F-4 Zoning District; and,

WHEREAS, the private school as proposed, will not affect the use of the building as a commercial/religious structure and will not adversely affect the overall character of the area; and,

WHEREAS, the present site is comprised of a main structure designed as a church without any additional structures. The applicants will utilize a 9'-2" X 12'-6" room encompassing 114.5 square feet of the building during the first phase of teaching. During the second phase, an additional 26'-6" X 19'-5" (514.5 square feet) piano classroom will be designated as teaching space, for a total of 629 square feet attributable to the Galveston Island Art Academy; and,

WHEREAS, The Planning Commission, at its regular meeting of July 16, 2002, heard the Applicant's request for a Specific Use Permit voted to recommend approval of the Specific Use Permit; and,

WHEREAS, Staff recommends that case, 02P-89, request for a Specific Use Permit in conjunction with a "Schools, Private, College or University" land use in a One Family-Four (1F-4) zoning district be approved with the conditions listed below; and

WHEREAS, after public notice and hearing, as required by law, the City Council finds that it is in the public interest to grant this Specific Use Permit subject to certain conditions listed below;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. Subject to certain conditions set forth in Section 3 below, Applicants Michael Hennan and Susan Vaughan are hereby granted a Specific Use Permit in conjunction with a Schools, Private, College or University" land use in a One Family-Four (1F-4) zoning district on property legally described as " a portion of a subdivision in the Northwest Block 66 of the Galveston Outlets, in the City and County of Galveston, Texas", and commonly known as 2627 Avenue O, Galveston, Texas.

SECTION 3. This Specific Use Permit shall be issued to Applicants Michael Hennan and Susan Vaughan, and their lessees, agents, representatives, successors, heirs or assigns, who shall comply with the following standards and conditions:

1. During the first phase of teaching, two (2) off-street parking spaces will be required. Prior to expansion into the piano classroom during the second phase of teaching, a total of ten (10) off-street parking spaces must be provided;
2. The parking lot must conform to Section 29-67 of the Galveston Zoning Standards;
3. The applicant must maintain the maximum proposed floor plan configuration of 629 square feet for the private school, as indicated on the site plan. Any change to the land use(s) layout may require a review of the on-site parking requirements and approval by the Planning Commission and City Council;
4. The applicant must comply with all signage requirements per Section 29-82 of the City of Galveston Zoning Standards;
5. All parking and landscaping must comply with Section 29-67 Vehicle Parking Regulations of the City of Galveston Zoning Standards; and,
6. The applicant must pay the annual Specific Use Permit fee.

SECTION 4. This Specific Use Permit approved in accordance with the provisions of this Ordinance in its original form, and as may be amended, shall be issued to the Applicant whose name appears on the application and shall be valid only as long as the Applicant uses it in accordance with the conditions and standards established herein. Any violation of any of the conditions of this Specific Use Permit enumerated herein shall upon the option of the City Council cause this Specific Use Permit to be canceled and declared void and of no further effect.

SECTION 5. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 6. In accordance with the provisions of Sections 12 and 13 of Article II of the City Charter this Ordinance has been publicly available in the office of the City Secretary for not less than 72 hours prior to its adoption; that this Ordinance may be read and published by descriptive caption only.

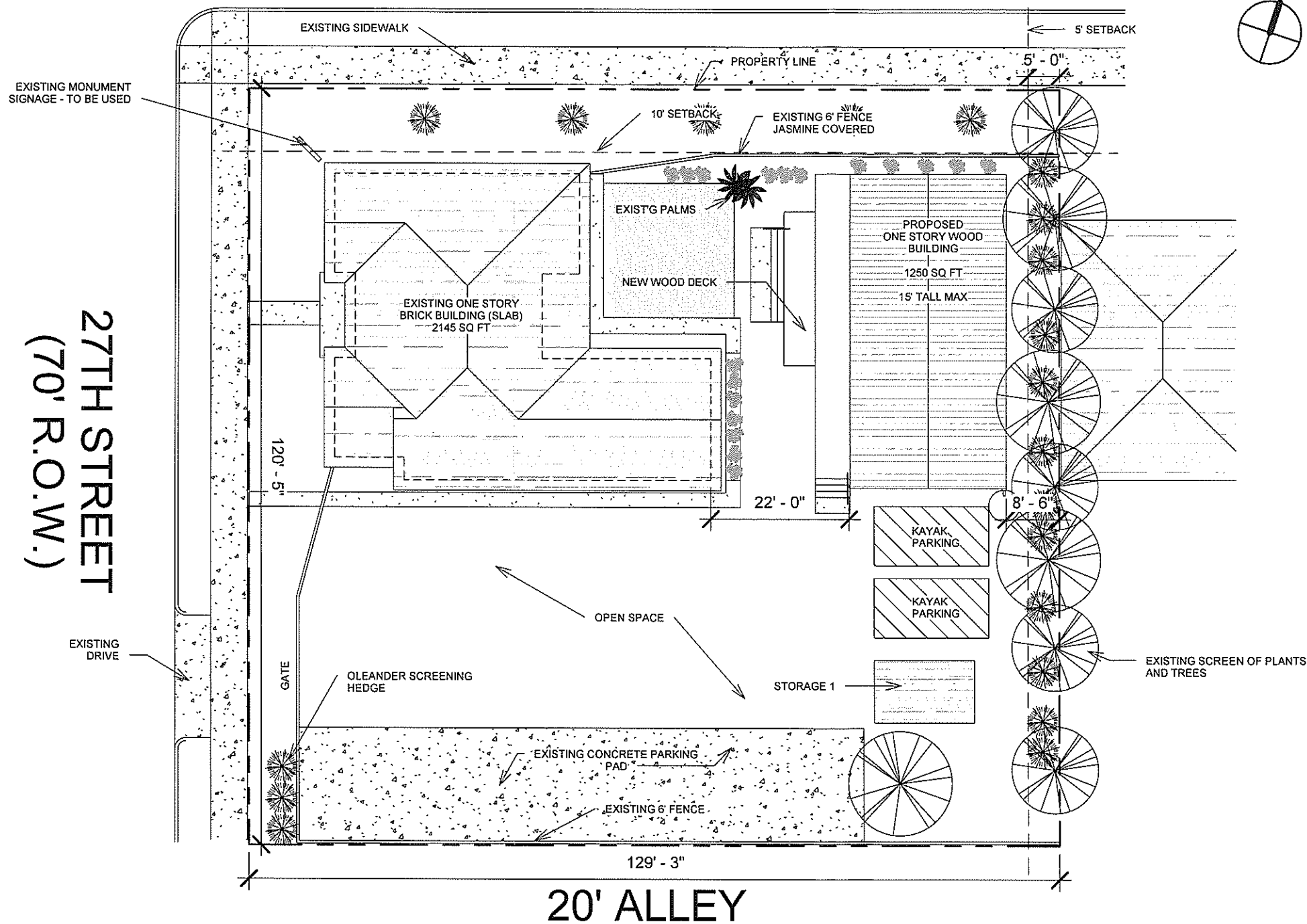
SECTION 7. This Ordinance shall be and become effective from and after its adoption and publication in accordance with the provisions of the Charter of the City of Galveston.

APPROVED by the City Council at its regular meeting held on the 25th day of July, 2002.

Secretary for the City Council
of the City of Galveston

AVENUE O
(70' R.O.W.)

LAND TITLE SURVEY OF A TRACT OF LAND
BEING LOTS 8, 9, AND 10, IN BLOCK 109,
DENVER RESURVEY, A SUBDIVISION IN THE
CITY AND COUNTY OF GALVESTON



PROJECT INFO

- ONE PROPOSED NEW 1 STORY BUILDING: 1250 SQ FT
- TOTAL SQUARE FT OF BUILDINGS ON SITE: 3395 SQ FT
- TOTAL AREA: 15574 SQ FT
- FLOOR TO AREA RATIO: 0.218
- ALL SITE LIGHTING TO BE FULL CUT-OFF

BRAX EASTERWOOD DESIGN

architecture + planning

2728 Ave Q Galveston TX, 77550 409.354.8976

2627 AVENUE O

ARTIST BOAT STUDIO/STORAGE

No.	Description	Date

Site Plan

Project number	C14-009.01	A1.1
Date	06/05/15	
Drawn by	AA	
Checked by	BE	
Scale 1" = 20'-0"		





Planning Department

823 Rosenberg, Room 401

Phone (409) 797-3660

planningcounter@cityofgalveston.org



April 14, 2015

Rick Vasquez, Development Services Director
P.O. Box 779
823 Rosenberg
Galveston, Texas 77553

Karla Klay, Executive Director
2627 Ave. O
Galveston, TX 77550

Mrs. Klay,

As requested by Artist Boat's Board of Directors through the City of Galveston, the City Attorney's Office and Development Services Department reviewed the zoning entitlements of 2727 Avenue O, including a review of the approved Specific Use Permit and the recently adopted Land Development Regulations.

Should you have any questions, please feel free to contact Dorthy Palumbo, City Attorney at 409-797-3535 or Rick Vasquez, Development Services Director at 409-797-3666.

BACKGROUND

On July 25, 2002, the City Council adopted Ordinance No. 02-068 granting a Specific Use Permit (SUP) in conjunction with a "School, Private, College or University" (herein school) land use in a One Family-Four (1F-4) zoning district at property located at 2627 Avenue O. The property contains a residential structure. The 2002 SUP was issued to the then applicants who desired to use the property to operate an arts instruction and art performance school. The property is now owned by 2627 Avenue O, LLC. Clay Conrad is the responsible party for the LLC, and the property. In order to maintain the SUP in conjunction with a "School" land use, the owner must ensure the property complies with the 2002 SUP conditions¹.

On March 5, the Land Development Regulations (LDRs) were adopted by the City Council. As a result, the property is now zoned R-1, Single Family Residential (R-1). (see Ordinance No. 15-019). The (R-1) zone does not allow for a private school in the zone district. The 2002 SUP runs with the land² so long as subsequent lessees, agents, successors, heirs, representatives or assigns comply with the specific standards and conditions as set forth in the

¹ "Artist Boat" is the academic/school entity upon which the Owner relies to meet the 2002 SUP conditions.

² Specific Use Permits attach to the property and not to an owner or applicant. An SUP would continue in effect while conditions set forth in the SUP Ordinance continue to be met.

SUP. The use continues as a legal, non-conforming use so long as the property complies with the 2002 SUP conditions. (*see* Ordinance No. 11-057).

ACCESSORY BUILDING

The Owner was issued a building permit to build an accessory building on the property on February 11, 2015. The land development regulations (LDR), allows a “structure that is subordinate to a principal building, and which serves a purpose that is customarily incidental to but clearly associated with the principal use. (*see* 14.401 “General LDR Definitions”).

The accessory building must meet the 1991 City of Galveston Zoning standards, as amended, setbacks of 3 feet from the side property lines, 3 feet from the rear property line or 0 feet to an alley or right-of-way, and 6 feet from the main structure. An accessory building is allowed in an R-1 Zone and the setback standards set forth in section 3.305 of the LDR’s are the same as those in the 1991 zoning standards.

VIOLATIONS - COMPLAINTS

The City received complaints that the property is not being used in compliance with the 2002 SUP. As described in the March 3, 2015, letter to the owner noting non-compliance with the specific use permit conditions, the violations included, but were not limited to the following:

- Storage and rental of kayak boats on the property.
- Vehicles parked on the grass and not in designated parking spaces.
- Ten (10) space parking lot had not been provided. The requisite number of parking spaces were not installed to comply with the SUP conditions.

The storage of kayak boats and the rental of kayak boats are outside the permitted uses allowed in the 2002 SUP. It is a commercial activity and is not associated with the academic endeavor of the school. The storage of the kayak boats and rental of the kayak boats are associated with a commercial venture is not a permitted use in either the One Family-Four (1F-4) zoning district or the R-1 zone. Continuation of the storage of the kayak boats and the rental of kayak boats is a violation of the 2002 SUP and the zoning codes of the city of Galveston.

In addition, any academic instruction is limited to the area conditioned in the SUP for the primary structure which is the maximum floor plan configuration of 629 square feet for the private school instruction. An accessory building and associated uses could not be used for academic/instructional purposes as this area would fall outside of the 629 square foot space previously determined in the primary structure. Any form of academic instruction, including the use of a kiln, outside of the primary building space is a violation of the 2002 SUP. The R-1 zone does not allow a private school use and academic instruction associated therewith, in an accessory or other building.

The 2002 SUP requires ten (10) off-street parking spaces and a parking lot. A permit to build the parking lot was issued to the Owner on March 12, 2015.

CONCLUSION

The storage of kayak boats are not a permitted use and the rentals of kayak boats is not a permitted use in a One Family-Four (1F-4) zoning district, and likewise, are not permitted uses in the current R-1 zone. An accessory building and any associated uses is not permitted for academic/instructional purposes in a One Family-Four (1F-4) zoning district and is not permitted in the R-1 zone. The owner has not yet complied with the requisite parking for the property.

The 2002 SUP has specific conditions which must be met in order for the SUP to continue as a legal, non-conforming use. The Owner was advised of the failure to comply with the 2002 SUP and of violations on the property on March 3, 2015³. Failure of the owner to comply with the 2002 SUP conditions could result in the filing of a complaint in the Municipal Court of Record, or further action by the City by filing an injunction in District Court.

cc: Councilmember Craig Brown, Brian Maxwell, City Manager, Dan Buckley, Assistant City Manager

³ March 3, 2015 letter to 2627 Avenue O, LLC.

ARTIST BOAT *Our vision is to pioneer educational programming and partnerships for integrated artistic and scientific exploration, interpretation, and preservation of coastal margins and marine ecosystems.*

CORE PROGRAMMING AND ACHIEVEMENTS TO DATE:

Eco-Art Workshops and Adventures is a classroom and field-based experiential learning model. We use art and science to engage participants in at least 6 hours of environmental education through classroom workshops and kayak, walking, or motor vessel adventures, and interpret local areas. ***40,000 students and teachers from across the Houston-Galveston area have been served to date.***

Habitat Restoration Adventures engage participants in stewardship-based learning through restoration of marine and coastal resources. ***9,000+ people have restored nearly 50 acres of wetland, prairie, and dune habitats in the Galveston Bay area.***

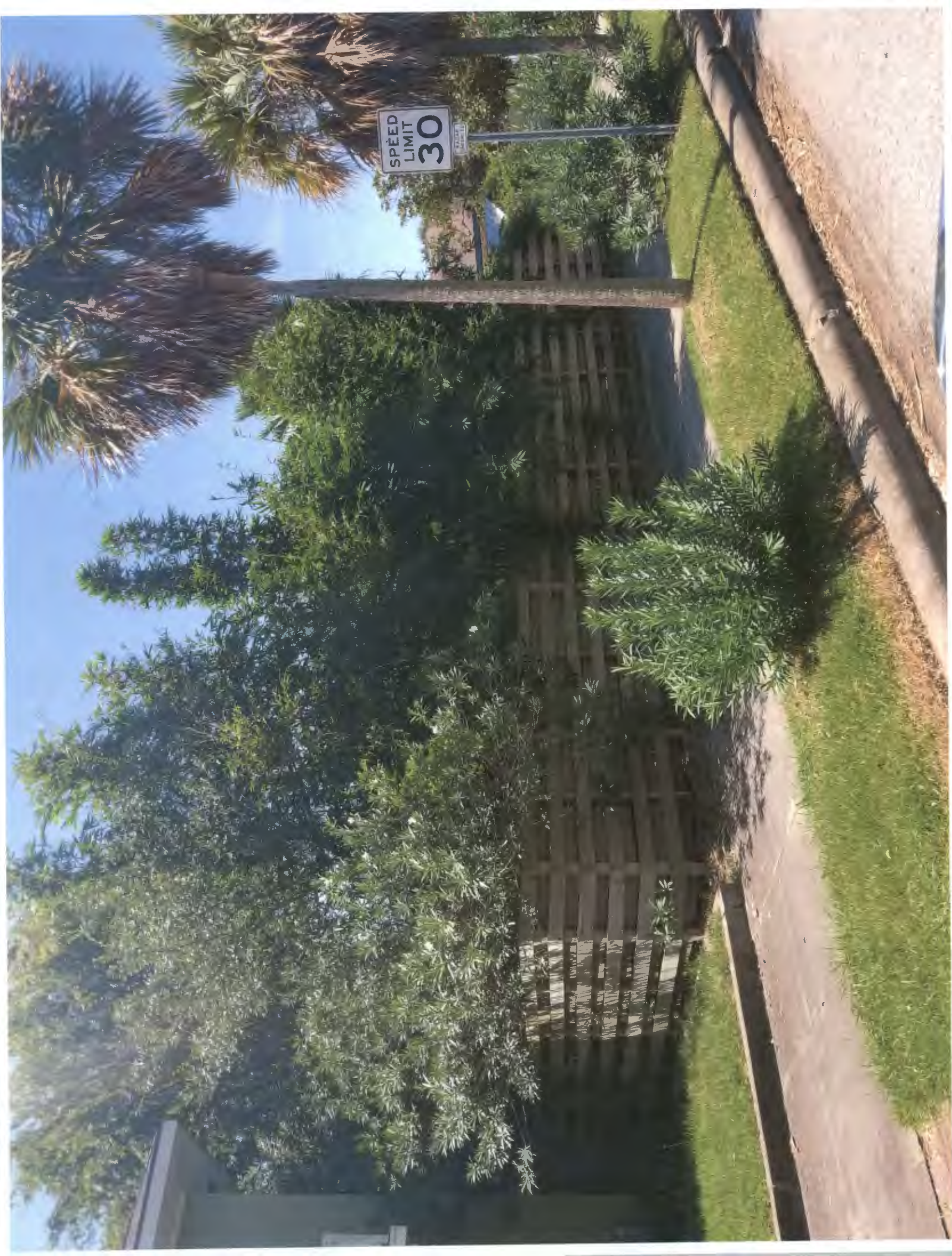
Eco-Art Residencies engages participants in projects guided by professional artists or scientists in residence (e.g., on campuses, in studios or labs, etc.), culminating in large-scale public artworks that interpret natural processes, or in outdoor classrooms with functioning habitat nativescapes (Project SIT – Seawall Interpretive Trail is an example of a residency program). ***11,000 students have been reached through the Eco-Art Residency Program, all within the greater Houston area and have created over 40+ public works.***

Professional Development provides training for educators and publication of curricula for use by educators to encourage the adoption of place-based and experiential learning models integrating art and science to teach about the coastal zone. ***2,000 teachers have been assisted through this program, teachers who are then capable of extending their reach to tens of thousands of students.***

Public & Private Eco-Art Adventures Families, classes of university students, corporate team building groups, senior citizen programs, scouts, and others get outdoors (into wetlands, birding, etc.), via kayak, walking, or by motor vessel or bus, for affordable guided/interpreted tours. ***12,000+ guests have been served on public and private kayak adventures.***

Coastal Heritage Preserve initiative has targeted the preservation of 367 acres of valuable coastal margin habitat – at one of the best, last, largest, unfragmented, single-owner properties of its kind on Galveston Island. ***To date, more than \$7 million in public funds have been garnered, to purchase approximately 367 acres at the property at Settegast Road.***

FUTURE VISION & HOME - Gulf Coast Environmental Education Center: *This program will develop an environmental education center that will be a model for the Gulf of Mexico. To be sited at the Coastal Heritage Preserve, it will house facilities for Artist Boat and the community, including laboratory facilities, classrooms, meeting space, environmental arts gallery, dormitories for overnight stays, and administrative offices, as well as demonstrate green building techniques offering a model for coastal development.*











Galveston Police Department

OFFICE OF THE CHIEF STAFF REPORT November 7th, 2018

TO: City Council

SUBJ: Consider entering into an Interlocal Government Agreement with the County of Galveston, the purpose of which is to agree to an equal split of the 2018 Byrne Justice Assistance Grant (JAG) Award of \$28,640.

I. Background

- A. The funds would be used to purchase Tasers and related equipment.
- B. The Police Department needs to acquire additional Tasers to issue to officers. Current stocks are low and Tasers are needed to replace those that are breaking due to age, wear and tear. The warranties are expired and making the necessary repairs would be costly.
- C. The use of the Taser has been proven to result in fewer physical altercations between officers and suspects, improving the safety of both. The use of the less-than-lethal Taser option has been used with success over the years. It is an effective tool that should be maintained as a use of force option for our officers.

II. Current Situation

Whether to approve entering into the Interlocal Agreement or not.

III. Issues

- A. Cost – Only funds from the grant would be used to make this purchase.
- B. Timing - This purchase is necessary immediately to replace Tasers.

IV. Alternatives in order of priority

- A. Enter into Interlocal Government Agreement with the County of Galveston
 - i. Cost – \$0.00 {\$14,320 will be used to replace Tasers}
 - ii. Timing – As soon as possible
 - iii. Departmental Improvements – Entering into the Interlocal Agreement will allow:
 - i. The purchase of replacement Tasers and related items with JAG funds.
- B. Deny the purchase
 - i. Cost – \$0.00
 - ii. Timing – N/A

V. Recommendation

Concur in Alternative A, and grant approval for entering into an Interlocal Government Agreement with the County of Galveston, the purpose of which is to agree to an equal split of the 2018 Byrne Justice Assistance Grant (JAG) Award of \$28,640.

VI. Fiscal Impact Report

Requested by Galveston Police Department
Chief V. L. Hale III





Galveston Police Department

OFFICE OF THE CHIEF
STAFF REPORT
November 7th, 2018

Funding Source \$14,320
2018 Byrne Justice Assistance Grant Award

Cost {\$0.00}

Respectfully Submitted,

V. L. Hale III
Chief of Police

Approved,

Jim Yarbrough
Mayor, City of Galveston



RESOLUTION NO. 18-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, ACCEPTING THE CITY’S PORTION OF A 2018 BYRNE JUSTICE ASSISTANCE GRANT FROM THE DEPARTMENT OF JUSTICE IN A JOINT TOTAL AMOUNT OF \$28,640.00, AND SAID CITY PORTION TO PROVIDE FOR THE PURCHASE OF EQUIPMENT (TASERS) FOR THE CITY OF GALVESTON’S POLICE DEPARTMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH GALVESTON COUNTY; APPOINTING THE COUNTY AS FISCAL AGENT FOR THE GRANT; EQUALLY DIVIDING THE TOTAL GRANT AWARD BETWEEN THE PARTIES; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Federal Bureau of Justice Assistance awarded a fiscal year 2018 Byrne Justice Assistance Grant (the “Grant”) in a total amount of \$28,640.00 to Galveston County and the City of Galveston (the “Recipients”) under joint application No. 2018-H3571-TX-DJ; and

WHEREAS, the City of Galveston Police Department will use the Grant funds for purposes set forth in the Program Narrative, pertaining to the purchase of equipment (Tasers) for the City of Galveston’s Police Department (GPD); and

WHEREAS, the City Council of the City of Galveston, Texas deems it in the public interest to accept such Grant and enter into an Interlocal Agreement with Galveston County.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. The City Council of the City of Galveston hereby authorizes the City Manager to accept the City’s portion of 2018 Byrne Justice Assistance Grant from the Department of Justice – Bureau of Justice Assistance.

SECTION 3. The City Council of the City of Galveston hereby authorizes the City Manager to execute an Interlocal Agreement between the Recipients, attached as “Exhibit A” and incorporated for all purposes, appointing Galveston County as fiscal agent for the Grant and equally dividing the total Grant amount of \$28,640.00 between the parties as follows:

City of Galveston	\$14,320.00
County of Galveston	\$14,320.00

SECTION 4. This Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

DONNA M. FAIRWEATHER
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its regular meeting held on the 15th day of November, 2018, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2018.

Secretary for the City Council
of the City of Galveston

RESOLUTION 18-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE COUNTY OF GALVESTON AND THE GALVESTON COUNTY SHERIFF'S OFFICE (COLLECTIVELY "THE COUNTY") FOR MUTUAL AID LAW ENFORCEMENT; PROVIDING FOR FINDINGS OF FACT AND AN EFFECTIVE DATE.

WHEREAS, Texas Government Code, Chapter 791, commonly known as the Interlocal Cooperation Contract Act, and provisions of Chapter 362, Texas Local Government Code, commonly known as the Mutual Aid Law Enforcement Services Act, authorize a municipality to enter into an agreement with another governmental entity for the formation of a mutual aid law enforcement task force; and,

WHEREAS, the County of Galveston and the Galveston County Sheriff's Office (Collectively "The County") and the City, desire to form a mutual aid law enforcement task force wherein the specialized equipment, facilities, and trained personnel of their respective police departments or law enforcement agencies are available to the other party, as requested and required; and

WHEREAS, the City Council deems it in the public's interest to enter into a mutual aid law enforcement task force agreement under the terms and conditions in substantially the same form as "Exhibit A", attached to and incorporated herein for all intents and purposes in accordance with State law.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Resolution are found to be true correct and hereby adopted by the City Council and make a part hereof for all purposes.

SECTION 2. The City Council of the City of Galveston hereby approves the Mutual Aid Law Enforcement Agreement, in substantially the same form as "Exhibit A" attached to and incorporated herein for all intents and purposes in accordance with State law.

SECTION 3. The City Council of the City of Galveston hereby authorizes the City Manager to execute the Mutual Aid Law Enforcement Task Force Agreement upon final approval by the City Attorney.

SECTION 4. This Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

DONNA M. FAIRWEATHER
ASSISTANT CITY ATTORNEY

I, Janelle Williams, City Secretary of the City Council of the City of Galveston do hereby certify the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its regular meeting held on the 15th day of November, 2018, as the same appears in records of the office.

IN TESTIMONY WHEREOF, I subscribe by name hereto officially under the corporate seal of the City of Galveston this, the _____ day of _____, 2018.

Secretary for the City Council
of the City of Galveston

<u>Mutual Aid Law Enforcement Agreement Between the Municipalities of Galveston County and the County of Galveston</u>
--

1. Parties

This Interlocal Cooperation Agreement is between various **Municipalities** whose jurisdiction is wholly or partially within Galveston County and the **County of Galveston**. The **County of Galveston** and the **Galveston County Sheriff's Office** are collectively referred to herein as the "**County**." This Agreement is being executed pursuant to Chapter 791 of the Government Code, commonly known as the Interlocal Cooperation Contract Act and Chapter 362 of the Local Government Code commonly known as the Mutual Aid Law Enforcement Services Act. The **Municipalities** who have executed this Agreement and the **County** shall, hereafter, sometimes be collectively referred to as Participating Agencies.

2. Purpose

The purpose of this Agreement is to.

- (a) Enable a Requesting Agency to contact the County and the appropriate Municipality's law enforcement agency to request the establishment of a joint task force. The request will define the scope of the task force and the time when the Requesting law enforcement agency desires to jointly perform investigations, interviews of and execute warrants outside of the Requesting Agency's jurisdictional boundaries but within the jurisdictional boundaries of the other Participating Agencies for criminal offenses having allegedly occurred within the jurisdiction of the Requesting Agency's jurisdiction.
- (b) Enable a Requesting Agency to contact the County and/or a Municipality's law enforcement agency to request the temporary provision of additional law enforcement officers when the Requesting Agency finds itself in need of additional officers due to absences or leave. The request will define the scope of the necessity for law enforcement officers and the time when the Requesting Agency will need the additional law enforcement officers. The additional law enforcement officers while assigned to the Requesting Agency will have all the powers of a regular law enforcement officer of the Requesting Agency as fully as if the officer were employed by the Requesting Agency and within the jurisdictional boundaries of the Requesting Agency.
- (c) Cooperate and share information with County law enforcement officers and the

other Participating Agencies during such times the task force performs the activities described in (a) and (b) above.

- (d) Allow law enforcement officers employed by any of the Participating Agencies, upon observing a criminal offense being conducted within the officer's presence or view or while acting in furtherance of the execution of a properly issued warrant of arrest, to make an arrest outside the Municipality in which the officer is employed but within the areas covered by this Agreement.
- (e) Notify without delay the County and the law enforcement agency of the Municipality of the arrest and the notified agencies shall make available the notice of the arrest in the same manner as if the arrest were made by a member of that agency.
- (f) Provide available **County** deputy sheriffs to all other Participating Agencies to cooperate in task force criminal investigations and other law enforcement duties set forth in this Agreement and during times of natural or man-made disasters or other emergency situations in accordance with §362.002 of the Texas Local Government Code.
- (g) Provide available municipal law enforcement officers to all other Participating Agencies to cooperate in task force criminal investigations, and other law enforcement duties set forth in this Agreement and during times of natural or man-made disasters or other Emergency Situations in accordance with §362.002 of the Texas Local Government Code.

3. **Definitions**

- (a) "Emergency Situation" shall mean either:
 - 1) an actual or potential condition within the Municipality's jurisdiction when the Chief of Police or his designee is of the opinion that a condition poses or would appear to pose an immediate threat to life or property and additional law enforcement officers are desired to address the situation. It also means upon notification and request for such emergency assistance by the Municipality's dispatcher; or
 - 2) an actual or potential condition within unincorporated areas when the **County** Sheriff or his designee is of the opinion that a condition poses or would appear to pose an immediate threat to life or property and additional law enforcement officers are desired to address the situation. It also means upon notification and request for such emergency assistance by the County's dispatcher.
- (b) "Requesting Agency" shall mean the law enforcement agency making the request for law enforcement assistance from another Participating Agency.

- (c) "Providing Agency" shall mean the law enforcement agency who agrees to render law enforcement assistance to the Requesting Agency.
- (d) "Participating Agencies" shall mean the Municipalities who have executed this Agreement and the County of Galveston.
- (e) "Investigate" shall mean to carry out an official inquiry or detailed examination in order to glean information relating to an ongoing criminal investigation.
- (f) "Interview" shall mean a meeting designed for asking questions or recording of an interview.
- (g) "Warrant" shall mean a written document authorizing law enforcement specific rights or powers to search or arrest an individual.
- (h) "Criminal Investigation" shall mean the investigation of criminal acts committed against the Texas Penal Code, Code of Criminal Procedures, the Health and Safety Code or other applicable state or federal law.
- (i) "Law Enforcement Officer" means a municipal police officer including the Chief of Police, the **County** Sheriff, or a **County** deputy sheriff, who has been and currently maintains his/her commission as a peace officer under the laws of the State of Texas.
- (j) "Task force" means a group of law enforcement officers from multiple jurisdictions assembled by any means for lawful purposes with a focus of achieving some law enforcement related goal.
- (k) "Potential Condition" ~~means~~includes a potential risk to the health and safety of the community created when a Requesting Agency determines it does not or will not have enough law enforcement officers due to absences or leave.

4. **Terms and Conditions**

- a) During an ongoing criminal investigation, after notification as set forth in d) below, law enforcement officers of the investigating Participating agency are permitted to enter the jurisdiction of other Participating Agencies for joint follow-up investigations and interviews, and the execution of warrants as necessary. In such instances, the law enforcement officer entering the jurisdiction of another Participating Agency will notify in advance both the dispatch of his/her law enforcement agency and the other Participating Agency of his/her desired activities.
- b) In the event of an arrest, the arresting peace officer will notify the law enforcement agency with jurisdiction of the area where the arrest is made of

the arrest as soon as is reasonably practicable under the circumstances.

- c) In the event of an Emergency Situation upon request for assistance made by a Requesting Agency, the Providing Agency will furnish such peace officers, vehicles and equipment as are readily available provided such action would not unreasonably diminish the Providing Agency's capacity to provide its own services within its jurisdiction.
- d) The Requesting Agency's Chief of Police, or his designee, will implement each request for task force activities on behalf of their **Municipality** to the **County** directly to the **County** Sheriff or his designee. Similarly, the request will be directed to each **Municipality** by notifying its Chief of Police or his/her designee. In addition to the above method of requesting assistance, in the event of an Emergency Situation notification and request for assistance by the Requesting Agency's dispatcher to the **County's** and/or the **Municipality's** dispatcher will be sufficient to constitute a request.
- e) The **County** Sheriff or his designee will implement each request on behalf of the **County** to the **Municipality**. Each request will be made directly to the Providing Agency's Chief of Police or his/her designee. In addition to the above method of requesting assistance, in the event of an Emergency Situation notification and request for assistance by the **County's** dispatcher to the Providing Agency's dispatcher will be sufficient to constitute a request. But, nothing in this subparagraph e) will be construed to abrogate, diminish or otherwise interfere with any jurisdiction or authority currently belonging to the **County** Sheriff by law.
- f) In order to invoke assistance hereunder the Requesting Agency shall notify the Providing Agency by telephone or in writing (fax or e-mail shall suffice as a "writing") when feasible. The Providing Agency may request such additional information deemed necessary to confirm the type and amount of assistance needed or necessary.

5. Command of Requesting Agency during Emergency Situation

Once a response has been approved and implemented by the Providing Agency during an Emergency Situation each law enforcement officer furnished to the Requesting Agency shall:

- a) report to and is under the command of the Requesting Agency's Chief Executive Officer (Chief of Police or Sheriff) or his designee;
- b) have all the powers of a regular law enforcement officer of the Requesting Agency as if the law enforcement officer or deputy were employed by such

Requesting Agency;

- c) be required to respond to lawful orders given by the Requesting Agency's Chief Executive Officer (Chief of Police or Sheriff) or his designee; and
- d) shall have those law enforcement powers provided to peace officers by state law.

6. Communication during Emergency Situation

Whenever possible, radio communications shall be established and maintained between the parties through appropriate means.

7. Payment for Services during Emergency Situation

The Requesting Agency shall pay the salary and provide such benefits it customarily provides to each law enforcement officer while they are under the command of the Requesting Agency. The Requesting Agency, in accordance with Chapter 791.011 of the Government Code and Chapter 362.003 of the Local Government Code will, upon receipt of an invoice, reimburse the Providing Agency for payments made on behalf of each such officer within 30 days of the date of each request.

8. Payment from Current Revenue during Emergency Situation

The Requesting Agency will make all payments from current revenues available to the Requesting Agency.

9. Third Party Claims during Emergency Situation

The Requesting Agency is responsible for any civil liability that arises from the furnishing of services by the Providing Agency. Nothing in this agreement shall be construed to either add to or change the liability, limits and immunities for either party provided by the Texas Tort Claims Act, Chapter 101 or the Texas Civil Practice and Remedies Code or other law. Neither shall it be construed to give arise to liability or responsibility for failure to respond to a request for assistance. Nor is it intended to benefit any third party or parties and no third party shall have any right of action hereunder as a result of the parties entering into this Agreement.

10. Termination of Participation

Any Participating Agency may terminate its participation in this Agreement by providing the other Participating Agencies with at least thirty (30) days prior written notice of its desire to terminate and the effective date of termination. In the event that notice of termination is properly given, the Participating Agency will be relieved of future obligations or commitments made under this Agreement. However, no terminating

Participating Agency will be relieved of any obligation or responsibility incurred prior to the effective date of termination.

11. Venue

Venue for any suit regarding this Agreement is Galveston County, Texas.

12. Entire Agreement

This is the entire Agreement of the Participating Agencies. It may not be amended without the written consent of all Participating Agencies.

13. Approval of Head of Law Enforcement Agency

The Sheriff and the Chief of Police of each participating Municipality, by executing this Agreement, agrees to permit his law enforcement officers to perform law enforcement services on behalf of his political subdivision as is specified herein.

14. Replacement of Prior Mutual Aid Law Enforcement Agreements

This Agreement replaces any Mutual Aid Law Enforcement Agreements heretofore executed by the parties.

15. Compliance with Statutes

Nothing in this Agreement shall be construed to violate any term or provision of Texas Local Government Code Chapter 362 or Texas Government Code Chapter 791.

16. Effective Date

Notwithstanding the actual date of execution by each party this Agreement shall take effect on _____ day of _____, 2018 and shall continue in force until all Participating Agencies have terminated their participation

Participating Agencies

County of Galveston

County of Galveston

Mark Henry
Galveston County Judge
Date of Execution: _____

Attest:

Dwight Sullivan
County Clerk

Henry Trocheset
Galveston County Sheriff
Date of Execution: _____

Municipalities

Mayor City of Galveston,

Date of Execution: _____

APPROVED AS TO FORM: _____

Print Name

City Attorney

Attest:

City Secretary

Print Name

City Chief of Police

Date of Execution: _____

Print Name

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF GALVESTON - FIRE DEPARTMENT
AND
THE CITY OF TEXAS CITY – FIRE DEPARTMENT**

This Interlocal Cooperation Agreement (“Agreement”) is made and entered into as of the _____ day of _____, 2018, ("Effective Date") pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), by and between the City of Galveston, Texas, a municipal home-rule corporation, being located in Galveston County, Texas, and the City of Texas City, a municipal home-rule corporation, being located in Galveston County, Texas, (collectively the “Parties” or “parties” or individually referred to as the “Party” or “party”) and each being organized and existing under the laws of the State of Texas.

WITNESSETH

WHEREAS, the City of Galveston and its Fire Department and the City of Texas City and its Fire Department are authorized to enter into the proposed Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code; and

WHEREAS, pursuant to the Act, both Cities are authorized to contract with eligible entities to perform governmental functions and services; and

WHEREAS, City of Galveston and its Fire Department and the City of Texas City and its Fire Department desires to contract with each other on the terms described herein; and

WHEREAS, the City of Galveston’s fire department desires to rent from the City of Texas City fire department’s Live Fire Training Trailer (“Trailer”), to be used for a period of three (3) days and the Texas City fire department wishes to rent to the City of Galveston fire department’s Live Fire Training Trailer for such period of time; and

WHEREAS, in addition with the Trailer rental, including local transportation costs, the City of Texas City will provide four (4) instructors to the City of Galveston; and

WHEREAS, the term of the rental agreement will be for three (3) days, the specific dates to be determined. The parties agree that the rental fee for such usage is Seven Hundred and 00/100 Dollars (\$700.00) per day; and

WHEREAS, the City of Galveston and the City of Texas City desire to enter into this Agreement for the purpose of providing valuable training to the City of Galveston’s Fire Department in fire behavior (the “Training”); and

WHEREAS, both Cities are authorized by law to perform the services as set forth in this Agreement; and

WHEREAS, in accordance with the Act, the City of Galveston and the City of Texas City, agree that payments for the performance of governmental functions or services are from available current revenues.

NOW, THEREFORE, in consideration of the above recitals, the mutual promises that follow and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. The Parties find that the recitations and statements set out above are true and correct.
2. The City of Texas City and its Fire Department agree to rent its Live Fire Training Trailer to the City of Galveston and its Fire Department. Included in the rental fee is the cost of four (4) instructors from the City of Texas City and the costs of local transportation.
3. The term of this Interlocal Agreement is for a period of three (3) days. The specific days shall be determined by the parties. The parties agree that the rental fee for such usage is Seven Hundred and 00/100 Dollars (\$700.00) per day and shall not exceed a total of Two Thousand One Hundred and 00/100 Dollars (\$2,100.00). Payment must be received on or before the date of the scheduled Training. Any obligations of the City of Galveston to make payments pursuant to this Agreement are subject to appropriation by the City of Galveston of funds that are lawfully available to be applied to such purpose.
4. Specific Terms and Rules:
 - I. The training will occur at the City of Galveston's Fire Station No. 7, located at 3902 Buccaneer, in the City of Galveston.
 - II. The City of Galveston Fire Department is responsible for providing materials, at its sole cost, to be used in the trailer (i.e. 7/16 OSB plywood and other Class A combustibles as may be required to produce the desired effect). A list of required materials and amount shall be supplied as an appendix to this agreement. ***The parties understand the use of combustible or flammable fuels is strictly prohibited.***
 - III. The City of Galveston agrees to follow and abide by the Texas City Fire Department Live Fire Training Guidelines established for such purpose. A copy of the Live Fire Training Guideline is supplied as an appendix to this Agreement.
 - IV. The parties understand and agree that only personnel that have received training and who meet the performance requirements of Firefighter 1, NFPA 1001 shall be permitted to participate in any training evolutions. The City of Galveston agrees that it shall properly control and supervise all its employees and agents who are permitted to participate in any training session involving the Trailer. Texas City shall not be responsible for employees and agents of the City of Galveston or its Fire Department.
 - V. Pursuant to Tex. Gov't Code section 791.006, the City of Galveston agrees to release, hold harmless, indemnify, forgive, and discharge the City of Texas City, its employees and agents thereof from any actions, claims, demands, suits, agreements, judgments, liabilities, and proceedings, whether arising in equity or in law, and in particular arising from any act or omission involving:

- The use of any/all of the City of Texas City's related equipment or any activity associated with the rental of this Trailer.
- Participation in live fire Training conducted in and around the City of Texas City Fire Department Live Fire Training Unit.
- Any and all damages incurred during the use of personal PPE and PPE issued by the City of Galveston.

VI. The City of Galveston further attests that all PPE brought by the City of Galveston and used by the City of Galveston in this live fire training exercise is in conformance with all applicable NFPA standards in place at the time of manufacture and understand that the City of Texas City does not supply any PPE or SCBA for use in the live fire training exercises.

VII. By this Agreement, the City of Galveston acknowledges that it is fully aware of and fully understands that practical fire training, and in particular live fire training, is an inherently dangerous activity and that its personnel's participation is wholly voluntarily and undertaken of their own free will.

VIII. This Agreement and the covenants contained herein shall remain binding upon all assignees or successors in interest, and personal representatives of the contracting parties. The City of Galveston and the City of Texas City, represents that their respective signatories below have authority to execute the Agreement and bind the Parties to the terms hereof. Venue for any dispute arising from this Agreement shall lie in Galveston County, Texas.

5. This written Interlocal Agreement, and the Appendixes, Exhibits and addendum, if any, attached hereto and made a part hereof, embodies the whole agreement of the parties and supersedes all previous communications, representations, or agreements between the parties with respect to the matters contained herein. No agreements, amendments, modifications, implied or otherwise, shall be binding on either Party unless set forth in writing and signed by both parties.

6. Subject to the provisions in Article "V" hereinabove, each Party waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused by the sole negligence of an officer or employee of the other Party.

7. To the extent permitted under the laws and constitution of the state of Texas, the Parties agree to each provide the minimal level of general liability insurance as required by State law and to name the other entity as an additional insured for the purpose of this Agreement. In the event of any cause of action or claim asserted against either Party, either Party will provide the other party timely notice of such claim, dispute, or notice. Thereafter, to the extent allowed by law either Party shall each at their own expense, faithfully and completely defend and protect themselves against any and all liabilities arising from such claim, cause of action, or notice.

8. Neither Party waives or relinquishes any immunity, limitation of liability, or defense on behalf of itself, its officers, employees or agents as a result of the execution of this Agreement nor the performance of the covenants contained herein.

9. Any and all notices or other communications required or permitted to be given pursuant to this agreement shall be in writing and shall be considered as properly given if sent by facsimile transmission or mailed by certified mail, return receipt requested, postage prepaid, and addressed as follows:

To: City Manager, City of Galveston
P.O. Box 779
Galveston, Texas 77553

To: 1725 25th Street
North Texas City
Texas City, Texas 77590

10. If any clause, provision or section of this Agreement is deemed to be invalid or unenforceable by a court of competent jurisdiction, the offending clause, provision, or section shall be struck, and such invalidity or unenforceability shall not affect any of the remaining clauses, provisions, or sections hereof.

11. The Parties hereby represent to the other that: (i) each other is a duly authorized and existing municipality organized under the laws of the State of Texas, (ii) each has full right and authority to enter into this Agreement, (iii) each person signing on behalf of the City are authorized to do so, and (iv) the execution and delivery of this Agreement will not result in any breach of, or constitute a default under any agreement or other contract or instrument to which either City or is a party or by which either such party may be bound

This Agreement shall be in effect from the ____ day of _____, 2018.

[SIGNATURES FOLLOW ON NEXT PAGE]
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TEXAS CITY

By: _____
Matthew T. Doyle
Mayor

AGREED TO BY:

David Zacherl, Texas City, Fire Chief

Date: _____

APPROVED AS TO FORM:

Texas City, Legal Department

CITY OF GALVESTON

By: _____
Brian Maxwell
City Manager, City Manager

Mike Wisko, GFD, Fire Chief

Date: _____

ATTEST:

By: _____
Janelle Williams, City Secretary
City of Galveston

APPROVED AS TO FORM:

City of Galveston, Legal Department



Galveston Fire Department

MEMORANDUM

To: Dan Buckley, Deputy City Manager
From: Fire Chief Mike Wisko
Date: 10-16-2018
Re: Texas City Training Trailer

I. BACKGROUND

Galveston Fire Department (GFD) conducts close to 3300 hours of training each month. While we lack any type of training facility, our personnel get creative at their assigned fire stations and across the Island to develop training scenarios that get close to simulating real situations. We also work with other departments across the state to exchange training programs to better prepare our firefighters.

II. CURRENT SITUATION

The Texas City Fire Department, has designed and build a trailer that can be used for live fire training. They have offered to rent the trailer to GFD for three days of live fire training. The trailer would be placed behind Fire Station 7 and on duty personnel will be able to cycle through a training scenario.

III. PROPOSAL

GFD would rent the trailer from Texas City FD for \$700.00 per day for a total of three days with the total expense not to exceed \$2100.00. This will include four instructors.

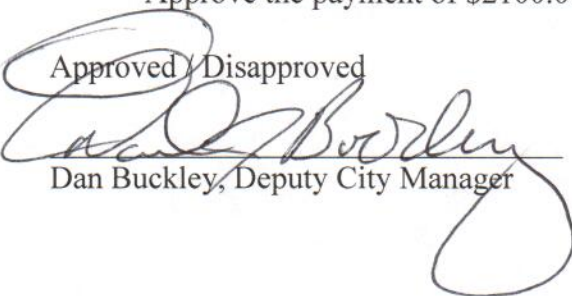
IV. IMPACT

The \$2100.00 will come from our Training/Travel account #0100-221441-533085-422000.

V. RECOMMENDATION

Approve the payment of \$2100.00 for this training.

Approved / Disapproved


Dan Buckley, Deputy City Manager





City of Galveston

Architectural Projects STAFF REPORT

November 7, 2018

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Dudley Anderson, Architectural Projects Manager

RE: Consider for approval authorizing the City Manager to execute a contract for the professional services of Brown Reynolds Watford Architects, Inc. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. The City Hall Annex will be demolished in late spring 2019 after the new Fire Station #1 is complete and the Annex has been vacated. The Annex provides necessary facilities for the City Hall building.
- B. City Hall must be renovated to correct critical life safety issues, provide sanitary facilities, and be accessible for staff and public. Life Safety and sanitary issues must be addressed prior to demolition of the City Hall Annex.
- C. City Council approved Brown Reynolds Watford Architects, Inc. (BRW) to provide design services for the renovations to City Hall renovations on September 13, 2108.
- D. City Staff has negotiated both scope of services and fee for basic and additional services with BRW to provide the necessary design services.

II. Current Situation

- A. In order to complete necessary renovation and additions to City Hall to keep it functional an agreement has been negotiated that includes scope of services, fee, and schedule.
- B. BRW stands ready to begin design services immediately upon approval and execution of the design agreement.

III. Issues

Time is of the essence in this project to avoid expensive disruption to a functioning City Hall and coordinate with demolition of the City Hall Annex.





City of Galveston

Architectural Projects STAFF REPORT

V. Alternatives in order of priority

- A. Approve authorizing the City Manager to execute an agreement for architectural design for renovations to City Hall in the amount of \$860,360.
- B. Do not approve the agreement.

VI. Recommendation

Approve authorizing the City Manager to execute an agreement for architectural design for renovations to City Hall in the amount of \$860,360.

VII. Fiscal Impact Report

Requested by: J. Dudley Anderson, RA
Architectural Projects Manager

Funding Source: Recovery and Capital Reserves

Costs of implementation: \$ 860,360

Respectfully submitted,

J. Dudley Anderson
Architectural Projects Manager





AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the First day of October in the year Two Thousand Eighteen.
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Galveston Purchasing Department
823 Rosenberg Street, Room 306
Galveston, TX 77550

and the Architect:
(Name, legal status, address and other information)

Brown Reynolds Watford Architects, Inc.
175 Century Square Drive, Suite 350
College Station, TX 77840

for the following Project:
(Name, location and detailed description)

City Hall Renovation and Upgrades
823 Rosenberg
Galveston, TX
BRW Project No.: 218129.00

The Owner and Architect agree as follows.

This document has important
legal consequences. Consultation
with an attorney
is encouraged with respect to
its completion or modification.

Init.

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User Notes:

(1951806020)

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

Upon "Notice to Proceed" issued by City of Galveston

- .2 Substantial Completion date:

To be determined upon the date of the "Notice to Proceed"

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner or Owner's Representative and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

Init.

A. SCOPE OF SERVICES PROVIDED BY ARCHITECT

Renovation and addition to the existing Galveston City Hall.

Construction Budget for the project as outlined is \$5,460,000

Building Square Footage: Interior / Heated Space: 37,326 Sq. Ft.

Porch / Balcony Space: 803 Sq. Ft.

GROSS: 38,134 Sq. Ft.

It is our understanding that the purpose of this project is to provide much needed renovations and updates to the historic Galveston City Hall Building so that it will function more efficiently and meet current codes, Texas Accessibility Standards, and Life Safety Standards.

The main code related objectives will be to add code-compliant egress stairwells as well as much needed men's and women's restroom facilities to each floor. To improve efficiency and reduce potential security risks, the city council chamber and council workshop room are intended to be moved to the first floor of the facility. The historic character and notable design features of the facility will be restored and maintained throughout any renovations made to the 1st and 2nd floors. If the budget allows, the 3rd and 4th floors of City Hall will also be renovated.

BRW Architects will review the relocation of the existing generator and provide telecommunication and data upgrades for the entire building. It is our understanding that the interior of the building does not need to be approved by the Texas State Historical Commission. It is the City's request to preserve the historical character of the interior of the building. It is also our understanding that a mold and asbestos survey has been completed. BRW is to receive a copy of the report. The current building does not have a fire sprinkler system. BRW will determine if the installation of the system is needed. BRW is to assess the existing electrical and mechanical systems and make recommendations as well as basic A/E services included in options 1-4 and additional service items included in options 5-6.

Architectural

Description of the basic services listed below under Scope of Services by Project Phase, Section 2.1 E, for the City of Galveston City Hall Renovation.

Civil

As Needed, Grading spot elevations adequate for TAS compliance

Structural

As Needed, Structural framing engineering

Mechanical, Plumbing and Electrical

- Mechanical systems, including temperature controls systems and written sequence of operations
- Fire protection (sprinkler system) performance specification
- Electrical power, lighting, and fire alarm systems
- Coordination with utility companies for electrical power, telephone, fiber, cable TV, etc. service entrances.

Additional Services to be provided:

B. EXCLUSIONS FROM BASIC SERVICES

The services shown below are not anticipated at this time, however, the project requirements identified during design may require them to be added.

Architectural

Facade improvements including windows, terracotta, and stone improvements

Design of the Green Space area behind the current City Hall

Structural

Foundation Structural Engineering

Screening walls, retaining walls, and exterior stairs (as applicable)

Init.

Civil

Drainage, grading and paving design
On-site water and sewer utilities

Landscape

Landscape design to meet zoning ordinance requirements as applicable and drought-tolerant / native vegetation goals; strictly around the footprint of the building.

C. OWNER RESPONSIBILITIES

The Owner shall not increase or decrease the overall budget, or the portion the budget allocated for construction or contingencies, without modifying the agreement of the Architect to the corresponding change in the project scope, quality, and/or professional service fees.

The Owner shall provide written comments within fourteen (14) calendar days pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architects' services. The Owner shall not modify a decision once given to the Architect without additional compensation to the Architect.

Should the Owner fail to perform necessary responsibilities to advance the project or fail to make payments to the Architect, the Architect shall have the right to terminate this contract upon written notice to the Owner.

The Architect's services are copyrighted and for the sole benefit of the Owner. No third party may use or benefit from the Architect's services or products for this project. In the event that the property is sold, the new owner shall have no recourse or benefit from the Architect's services rendered for this project.

D. OWNER PROVIDED SERVICES AND SYSTEMS

The Owner shall furnish services or building systems other than Basic Services, or authorize the Architect in writing to furnish them as an Additional Service, when such services are required to complete the project, provided that the City may use another subcontractor to provide the following services. These services may include those listed below as applicable:

Laboratory materials testing / inspections (during construction)

Texas Accessibility Standards site inspection at completion of construction. Architect will submit the signed and sealed construction documents to a Registered Accessibility Specialist (RAS) for plan review. The plan review fee is a reimbursable expense. Architect will also have the RAS submit a fee proposal to the Owner for the site inspection.

Telecommunications and computer equipment and wiring (beyond CAT 5E), including voice, data, cable TV, fiber optic cabling, wiring management systems, and terminations (Design coordination beyond integrating the information and design provided by the Owner to be included and coordinated in construction documents)

Audio / visual equipment

Building Security Systems equipment

E. SCOPE OF SERVICE BY PROJECT PHASE:

Schematic Design

Kick Off Meeting. Review scope of work with project team. Identify contact information as well as chain of command for distributing information.

Building Assessment will need to be addressed to review the current deficiencies of the Current City Hall Facility:

1. Measure Existing Building

Init.

2. Assess Mechanical, Electrical and Plumbing Systems

3. Assess Roof and Building Envelope

Programming. BRW, working with City of Galveston, will develop a program of spaces for the Addition / Renovation of the Galveston City Hall. BRW will compose a summary sheet listing the rooms, sizes, area, special requirements, required adjacencies, type of lighting, required data/telephone cabling, interior finishes, proposed occupancy, and type of furniture. BRW will also include a detailed room by room program containing the information above as well as a schematic layout of the room with proposed furniture layout. BRW will provide 5 copies in a bound booklet.

Code research. Research the International Building Code requirements as well as plumbing, electrical, lighting, and mechanical, site, floodplain, and TAS by identifying requirements and restrictions related to the Addition / Renovation of the building.

Conceptual Design. BRW will provide two schemes for conceptual design of the Addition / Renovation of the Galveston City Hall. Upon review of the schemes, one of the schemes is selected for modification and further development in Schematic Design. The Architect shall provide Schematic Design Documents based on the mutually agreed-upon space program, schedule, and budget for the Cost of the Work. The documents shall establish the preliminary design illustrating the scale and relationship of the components. Upon refinement of the preferred conceptual scheme BRW will provide, a colored floor plans and interior elevations and computer modeling if needed. BRW will submit 5 copies of the 11 x 17 conceptual designs for the Owner's review and comment.

Schematic Design documents shall include a site plan, building plans, sections and interior elevations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. The Schematic Design phase shall include three (3) working design meetings with the Owner.

Statement of Probable Cost. BRW will provide a statement of probable cost at the completion of Schematic Design, which will be a general estimate developed from several cost data bases including our own to determine the cost per square foot. BRW will submit 5 copies of the 8 1/2 x 11 estimate.

Design Development

BRW Architects will provide a phasing plan that will allow the building renovations and additions to be constructed in phases and allow the building to remain occupied during construction.

Upon receiving a letter of notice to proceed, BRW will develop the Schematic Design to greater detail. The Design Development Documents shall illustrate and describe the refinement of the design establishing the scope, relationships, forms, size and appearance of the project by means of plans, sections and elevations, typical construction details, and outline specifications. The Design Development Documents shall include in general the quality levels for major materials and project systems.

BRW will provide preliminary mechanical, electrical, and plumbing engineering. Minimal structural engineering services will be needed to analyze the weight of mechanical equipment. Design and coordination with the Owner's IT department will be implemented at this phase. BRW will review with the Owner, equipment and furniture that are owner supplied vs. items supplied by the contractor during construction. Door hardware will be outlined and reviewed. BRW will prepare an outline for materials and products used for specifications.

Meetings and Deliverables. The Design Development phase shall include two (2) working design meetings with the Owner. Design Development deliverables shall include 5 half size sets 30" x 42" format (15" x 21") for the Owner's review and comment

Construction Documents

The Architect shall provide Construction Documents based on the approved Design Development Documents and updated probable cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and project systems required for construction.

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The Architect shall update the estimate of the Cost of the Work and project schedule at 50% and 95% completion of Construction Documents. It is recognized that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, over competitive bidding, or market conditions. Accordingly, the Architect cannot and does not warrant or represent that bids will not vary from the Owner's budget or the Architect's cost estimates.

During the development of the Construction Documents, the Architects shall prepare a Project Manual including (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and (2) the Conditions of the contract for Construction (General, Supplementary and other Conditions).

Construction Documents phase deliverables shall include two full-size sets of documents at 50% completion and 95% completion for the Owner's review and comment. Final deliverables at 100% completion shall include one full size set, one set of unbound specifications and one electronic file of the Contract Documents in PDF format and Specifications in PDF format.

Final design and coordination of the mechanical, electrical, and plumbing will be completed. Mechanical engineering will include sizing of equipment, ducts, diffusers, dampers, and appropriate calculations. Plumbing engineer will include design of waste water system tied into the existing system, supply water, and gas system. Electrical engineer will provide lighting, speaker system, phone, cable, and data wiring.

Upon receiving a letter of notice to proceed, BRW will update the building project schedule.

BRW will submit the required number of site plans to the Developmental Services Department for their review. BRW will also submit the required number of sets of drawings to the Building Inspection Department for their review.

Coordination of all architectural drawing will be detailed and finalized. Specifications will be coordinated with drawings and completed. BRW will assist the City of Galveston in providing the solicitation documents for inclusion in the specifications.

Bidding

The BRW will provide electronic (PDF) drawings and specifications to the contractors through our web site. Hard copy documents will be provided by the Architect to the Contractor at additional cost to the Contractor.

The Architect shall prepare responses to questions from proposers and provide clarifications and interpretations of the Contract Documents in the form of Addenda.

The Architect shall consider requests for substitutions during the pricing period, as permitted by the Contract Documents, and shall prepare Addenda including approved substitutions.

The Architect shall attend the preproposal conference for prospective bidders.

BRW will assist the City during the bidding phase.

Construction Administration

The Architect shall participate in a pre-construction conference.

The Architect shall visit the site to become generally familiar with the progress and quality of the work completed (assuming work is ongoing). The Architect's representative shall attend progress meetings and prepare field reports describing the status of the work and any discrepancies observed from the Construction Documents.

Through the construction administration activities with monthly progress meetings, submittal approvals, RFI's, change orders, payment request approvals, construction schedule approval, and project close-out, BRW will serve as the representative of the Owner during construction to observe the construction effort and the general conformance by the construction contractor with the construction drawings and specifications.

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Architect shall perform final closeout procedures as defined in the Contract Documents, including preparation and verification of Punch Lists for the Contractor's use.

Construction Administration services beyond the following limits shall be an Additional Service:

- Evaluation of Contractor's substitution requests beyond 30 days after the execution of the contract.
- Owner or Owner's Representative requested project scope changes resulting in changes to the Construction Documents.
- Evaluation of an extensive number of claims submitted by the Contractor in connection with the work
- One (1) eleven (11) month warranty walk through after completion
- Construction Administration services provided more than sixty (60) days after the date of the Substantial Completion originally established in the construction contract shall be Additional Services. The monthly lump-sum fee for extended Construction Administration (CA) services shall be the CA portion of the fee divided by the number of months for construction originally established in the construction contract.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's or Owner's Representative knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$1,000,000.00 each occurrence
\$2,000,000.00 general aggregate

.2 Automobile Liability

\$1,000,000.00 combined single limit

.3 Workers' Compensation

\$1,000,000.00 each accident / policy limit

.4 Professional Liability

\$2,000,000.00 per claim
\$4,000,000.00 annual aggregate

Init.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3-3, Section 2.1 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 or Sections 2.1 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner or Owner's Representative approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

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§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

~~§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.~~

~~§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by~~

- ~~1 — procuring the reproduction of Bidding Documents for distribution to prospective bidders;~~
- ~~2 — distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;~~
- ~~3 — organizing and conducting a pre bid conference for prospective bidders;~~
- ~~4 — preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and~~
- ~~5 — organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.~~

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

1. procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
2. organizing and participating in selection interviews with prospective contractors; and
3. participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall confirm that, to the best of his/her knowledge and belief, the Contractor has complied with the Plans and Specifications. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the

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requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment. Payment and that the Certificate of Occupancy has been issued and the Architect has accepted the work of the Contractor.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Documents, however, the Architect will report such work to the Owner or Owner's Representative. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret ~~and decide matters~~ concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Owner's Representative or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from

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Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 ~~The Architect~~ At the request of the Architect, the Owner or Owner's Representative may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

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§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)	Architect	Refer to Section 2.1
§ 4.1.2 Multiple preliminary designs	Architect	Refer to Section 2.1
§ 4.1.3 Measured drawings	Architect	Refer to Section 2.1
§ 4.1.4 Existing facilities surveys	Architect	Refer to Section 2.1
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.6 Building Information Modeling (E202™-2008)	Not Provided	
§ 4.1.7 Civil engineering	Not Provided	
§ 4.1.8 Landscape design	Not Provided	
§ 4.1.9 Architectural Interior Design (B252™-2007)	Architect	Refer to Section 2.1
§ 4.1.10 Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Architect	Refer to Section 2.1
§ 4.1.12 On-site Project Representation (B207™-2008)	Not Provided	
§ 4.1.13 Conformed construction documents	Architect	Refer to Section 2.1
§ 4.1.14 As-Designed Record drawings	Not Provided	
§ 4.1.15 As-Constructed Record drawings	Architect	Refer to Section 2.1
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Architect	Refer to Section 2.1
§ 4.1.20 Telecommunications/data design	Architect	Refer to Section 2.1
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.22 Commissioning (B211™-2007)	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® Certification (B214™-2012)	Not Provided	
§ 4.1.25 Fast-track design services	Not Provided	

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§ 4.1.26	Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Refer to Section 2.1 of this agreement.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or Owner's Representative or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Owner's Representative or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

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- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 ~~(—) Two (2)~~ reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 ~~(—) Twenty-four (24)~~ visits to the site by the Architect over the duration of the ~~Project during construction~~ Project, ten (10) during design and fourteen (14) during construction. Additional site visits requested by the Owner shall be a reimbursable expense to the Architect.
- .3 ~~(—) One (1)~~ inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~(—) One (1)~~ inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within ~~(—) Eighteen (18)~~ months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget as appropriate for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of ~~eonsultants~~ consultant's other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect

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requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

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§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in

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any case, not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction Galveston County.

☐ Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations

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purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

~~§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 CONSOLIDATION OR JOINDER~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, ~~Agreement without reasonable justification~~, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with allowable Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

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§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8-3 in the State of Texas.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Payment for Basic Services shall be a fixed fee in the amount of \$506,000.00 to be invoiced monthly based on the percentage of work completed.

Basic Services to be Provided – Fee Breakdown Including Approved Additional Services / Refer to Article 11.2.

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Fee Subtotal for Basic Services (Options 2, 3 & 4); as outlined below:	\$506,000.00
Approved Additional Services (Article 11.2)	\$29,000.00
TOTAL FEE FOR BASIC & ADDITIONAL SERVICES	\$535,000.00

Option 2: - Limited renovation to building a single restroom tower for Women and provide access to the Women's Restroom via interior corridors in City Hall. This option must be constructed prior to demolition of the Annex without affecting the generator or chilled water plant.

- a. 300 sf per floor @ \$400/sf (300 sf/floor x 4 floors x \$400/sf = \$480,000) -- restroom tower
- b. 500 sf per floor @ \$300/sf (500 sf/floor x 4 x \$300/sf = \$600,000) -- renovation to City Hall for access to the restroom tower.
- c. Include air conditioning in the restroom tower separate from the existing chilled water system.
- d. This option provides accessible public restrooms for Women on each floor of City Hall.
- e. Convert the restroom on the south side of the 1st floor for use by Men. It will not be accessible.
- f. There will be no public accessible Men's restroom on the 2nd floor.
- g. There will be no Men's restroom on the 3rd floor.
- h. There will be no accessible Men's restroom on the 4th floor.
- i. There will not be 2 fire exits per floor.
- j. There will be some loss of office space on the 1st floor and 2nd floor with a smaller loss of office space on the 3rd and 4th floor to access the new Women's restrooms.
- k. This option will not address life safety issues for the upper floors but will allow the sanitation issue to be improved.

Option 3: Limit renovations to include option 2 plus a fire stair tower to serve all floors and renovate the south west corner of City Hall to provide Men's restroom facilities on all floors.

- a. Fire Stair is approximately 300 sf per floor @ \$250/sf (300 sf/floor x 4 floors x \$250/sf = \$300,000).
- b. Men's restroom renovation and addition is approximately 300 sf per floor @ \$300/sf (300 sf/floor x 4 floors x \$300/sf = \$360,000)
- c. 500 sf per floor @\$250/sf (500 sf/floor x 4 floors x \$200/sf = \$400,000) Renovation for access to both the stair tower and Men's restroom.
- d. This provides for accessible public restrooms for Women and Men on each floor of City Hall.
- e. Convert the existing Women's restroom on the 1st floor for an accessible Men's restroom.
- f. Create an access to the Men's restroom on the 2nd floor and make it accessible for the disabled.
- g. Add a Men's restroom on the 3rd floor and access to it.
- h. Add a Men's restroom on the 4th floor.
- i. There will be some loss of office space on the 3rd and 4th floor.
- j. This option will address life safety issues and sanitation for the upper floors.
- k. The follow up to this option is Option 4.

Option 4: Limit renovations to include options 3 plus renovate 1st & 2nd floor -- reorganize and renovate the interior of City Hall to accomplish a more effective work environment and allow the public improved access to City Hall. The 1st and 2nd floors include design features that have historic reference.

- a. Renovate 8,300 sf on the 1st floor of City Hall at an estimated \$200/sf (\$1,660,000)
- b. Renovate 8,300 sf on the 2nd floor of City Hall at an estimated \$200/sf (\$1,660,000)
- c. This relocates Council Chambers and workshop to the 1st floor. This is necessary to provide access to both the fire stair and Men's restroom on the 2nd floor.
- d. Replace HVAC system 1st and 2nd floor.

OPTIONAL ADDITIONAL SERVICES (ARTICLE 11.2)	\$325,360.00
TOTAL FEE W/ OPTIONAL ADDITIONAL SERVICES (ARTICLE 11.2)	\$860,360.00

If the Construction Cost Limitation is revised prior to acceptance of the construction contractor's competitive sealed proposal or construction manager's guaranteed maximum price, the Basic Services Fee will be adjusted based on interpolation of the following schedule:

Less than 5%	No Change in Basic Services Fee
Over 5%	Adjust by Original Fee %

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Project Schedule:

We anticipate the following time periods for the project phases starting with the "Notice to Proceed" from the Owner.

Schematic Design 6 weeks

50% Review

100% Review

Design Development 4 weeks

100% Review

Construction Documents 12 weeks

50% Review

95% Review

100% Final Documents

County Review 4 weeks

Total Design 26 weeks

Bidding 4-8 weeks

Building Construction 12-15 months

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

APPROVED ADDITIONAL SERVICES:

Measure and documentation of Building \$16,200.00

Assessment of Mechanical, Electrical and Plumbing \$12,800.00

TOTAL FEE for APPROVED ADDITIONAL SERVICES \$29,000.00

OPTIONAL ADDITIONAL SERVICES – Options 5 & 6; as outlined below:

Architectural Design Services \$260,288.00

MEP Design Services \$ 48,804.00

Structural Design Services \$ 16,268.00

TOTAL FEE - OPTIONAL ADDITIONAL SERVICES – Options 5 & 6 \$325,360.00

Option 5: Option 4 plus renovate 4th floor

a. Renovate 8,300 sf on the 4th floor of City Hall at an estimated \$200/sf (\$1,660,000)

b. Replace HVAC system 4th floor.

Option 6: Option 5 plus renovate 3rd floor

a. Renovate 8,300 sf on the 3rd floor of City Hall at an estimated \$200/sf (1,660,000)

b. Replace HVAC system 3rd floor.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Additional Services shall be negotiated as a lump sum fee.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (~~— %~~), zero percent (0%), or as otherwise stated below:

Init.

Not Applicable.

§ 11.5 Where compensation for **Basic and Approved Additional Services** is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	<u>\$107,000.00</u>	percent (	<u>20</u>	%)
Design Development Phase	<u>\$ 80,250.00</u>	percent (	<u>15</u>	%)
Construction Documents Phase	<u>\$214,000.00</u>	percent (	<u>40</u>	%)
Bidding or Negotiation Phase	<u>\$ 26,750.00</u>	percent (	<u>5</u>	%)
Construction Phase	<u>\$107,000.00</u>	percent (	<u>20</u>	%)
Total Basic Compensation	<u>one hundred</u> <u>\$535,000.00</u>	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate
<u>Principal</u>	<u>\$240.00 per hour</u>
<u>Sr. Project Manager</u>	<u>\$185.00 per hour</u>
<u>Project Manager</u>	<u>\$170.00 per hour</u>
<u>Project Architect</u>	<u>\$150.00 per hour</u>
<u>Architect</u>	<u>\$125.00 per hour</u>
<u>Intern Architect I</u>	<u>\$105.00 per hour</u>
<u>Intern Architect II</u>	<u>\$ 85.00 per hour</u>
<u>Administrative Staff</u>	<u>\$ 70.00 per hour</u>

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- ~~.1 Transportation and authorized out-of-town travel and subsistence;~~
- ~~.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;~~
- ~~.3 Fees paid for securing approval of authorities having jurisdiction over the Project;~~
- ~~.4 Printing, reproductions, plots, standard form documents;~~
- ~~.5 Postage, handling and delivery;~~
- ~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
- ~~.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;~~
- ~~.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;~~
- ~~.9 All taxes levied on professional services and on reimbursable expenses;~~
- ~~.10 Site office expenses; and~~
- ~~.11 Other similar Project related expenditures.~~

Init.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (~~—~~%) Ten percent (10%) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.9 Not Applicable to this Agreement.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of (~~\$—~~) Zero (\$0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid (~~—~~) Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

%—The lower of 5% per annum or the maximum rate allowed under Chapter 2251, Texas Government Code.

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Allowable Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, the Owner and the Architect will, in good faith, attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas:

Texas Board of Architectural Examiners (TBAE)

P.O. Box 12337

Austin, Texas 78711

512.305.9000

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- 1 AIA Document B101™—2007, Standard Form Agreement Between Owner and Architect
- 2 ~~AIA Document E201™—2007, Digital Data Protocol Exhibit, if completed, or the following:~~

Not Applicable.

Init.

.3 Other documents:

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Not Applicable.

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

Brian Maxwell, City Manager

City of Galveston, Texas

(Printed name and title)

ARCHITECT

(Signature)

Ray W. Holliday, AIA, Principal

Brown Reynolds Watford Architects, Inc.

(Printed name and title)

Init.

City of Galveston



P. O. Box 779 / Galveston, Texas 77553-0779

Staff Report

November 7, 2016

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consideration of an Amendment to The Goodman Corporation (TGC) professional services contract granting an extension of time for performance, on items in Emphasis Area A-I, relating to the Rail Trolley Restoration

I. Background

- A. In March 3, 2012 the City entered into a contract with TGC to render various services related to items identified as “Emphasis Areas” A through I; and
- B. The agreement provided for initial performance period of thirty-six months with an option to renew for an additional two years; and
- C. The City granted the additional two-year extension in April 2015 for TGC to perform its obligations; and
- D. The City subsequently amended the contract on April 27, 2017 to extend the time of performance on various tasks until December 31, 2018; and
- E. Most of the tasks included in the previous time extension have been completed, however three items still remain to be closed out:
 - 1) Rail Trolley Car Restoration and Factory Supervision
 - 2) Rail Trolley Safety and Security Plan Assistance
 - 3) Downtown Livable Communities Initiative Construction Phase Services
- F. The proposed extension is on in time of performance only, and does not increase funding for these consultant activities.

II. Current Situation

City Council consideration of the proposed Contract Amendment to the Agreement between The City and TGC.

III. Alternatives in order of priority

- A. City Council approves the contract amendment (extension of time of performance).
 - 1. Cost – No cost increase to contract.
 - 2. Timing – Consultant would continue work on the tasks described herein.
 - 3. Divisional Improvements – Consultant work would continue on Rail Trolley, Rail Trolley Safety and Security Plan, and the Downtown LCI Phase II project.
- B. City Council does not approve the contract amendment.

1. Cost – None
2. Timing – Contract would expire December 2018.
3. Divisional Improvements – None

IV. Recommendation

Consider approval of proposed contract amendment for the extension of time of performance only.

V. Fiscal Impact Report

Requested by	Rick Beverlin Assistant City Manager
Funding Source	Hotel-Motel/Convention Center Surplus (Rail Trolley, Downtown LCI II-TxDOT and FTA Grants)
Savings Estimation	N/A

VI. Environmental Impact

N/A

Respectfully Submitted,

Rick Beverlin
Assistant City Manager

**AMENDMENT TO THE CONTRACT BY AND BETWEEN
THE GOODMAN CORPORATION**

AND

CITY OF GALVESTON

Granting an Extension of Time for Performance

WHEREAS, the City entered into a contract with The Goodman Corporation ("Goodman") dated March 3, 2012 for Goodman to render various services related to items identified as "Emphasis Areas" A through I; and

WHEREAS, that agreement provided for an initial performance period of thirty-six months with an option to renew for an additional two years; and

WHEREAS, the City granted the additional two-year extension on or about April 23, 2015 for Goodman to perform its obligations; and

WHEREAS, the City subsequently amended the contract on April 27th, 2017 to extend the time of performance until various dates by task between June 30, 2017 and December 31, 2018; and

WHEREAS, most of the tasks included in the previous time extension have been completed, notwithstanding that extension and through no fault of Goodman, additional time is required for completion of the following three remaining activities:

1. Rail Trolley Car Restoration and Factory Supervision
2. Rail Trolley Safety and Security Plan Assistance
3. Downtown Livable Communities Initiative Construction Phase Services

WHEREAS, the City is willing to grant limited extensions of the agreement as set forth herein to attain final completion of referenced tasks.

THEREFORE, the parties agree to extension of time as follows.

1. The parties agree that this agreement provides for an extension of time only and no compensation beyond the amounts originally contracted for these tasks will be due and owing to Goodman arising from this extension.
2. Compensation payable to Goodman for tasks performed during the period of this extension shall be restricted to funds previously identified in the contract of March 3, 2012 and/or the extension of April 27, 2017 or other funds as designated by City;
3. The time for performance is extended for individual activities as follows:

- a. Rail Trolley Car Restoration and Factory Supervision until August 31, 2019.
 - b. Rail Trolley Safety and Security Plan Assistance until March 30, 2019.
 - c. Downtown Livable Communities Initiative Construction Phase Services until May 30, 2019.
4. All other provisions of the agreement between the City and Goodman, not changed through this Agreement, shall remain in full force and effect until completion of the agreement or as set forth in the time extension set out above, whichever is earlier.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in duplicate originals and it shall be effective the _____ day of _____, 2018.

CITY OF GALVESTON

BY: _____
Bryan Maxwell
City Manager

ATTEST: _____
Janelle Williams
City Secretary

APPROVED AS TO FORM:

BY: _____
Donald Glywasky
City Attorney

THE GOODMAN CORPORATION

BY: _____
Barry M. Goodman
President

ATTEST: _____
Jim Webb
CEO



City of Galveston

FLEET FACILITIES STAFF REPORT

November 6, 2018

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for the approval allowing the Fleet Facility to purchase the listed rolling stock (HD Utility Truck w/crane) and associated equipment for the Water Distribution Division from Houston Freightliner through HGAC Buy for a total price of \$165,090. The funding source is the water and sewer capital account.

I. Background

- A. Funding for new equipment has been earmarked for the listed department(s).
- B. Buy Board, HGAC Buy and TPASS are cooperative purchasing organizations that the city is a member of that performs bidding packages for local governments. The Fleet Facility has performed competitive bidding packages on current equipment purchases to assure that these purchases are the better option a majority of the time.
- C. The requested vehicle description(s) and their assignment(s) are listed below.
- D. The extended purchase price for this package is \$165,090.
- E. Houston Freightliner is located in the Houston area.
- F. Delivery should be within 180 days from date of the purchase order issue.
- G. Additional equipment will be installed by the dealer and was noted in the specification process by the requesting department.

II. Current Situation

The City Council will have to approve the Fleet Facility to purchase the listed rolling stock (HD Utility Truck w/crane) and associated equipment for the Water Distribution Division from Houston Freightliner through HGAC Buy for a total price of \$165,090. The funding source is the water and sewer capital account.





City of Galveston

FLEET FACILITIES STAFF REPORT

III. Alternatives in order of priority

A. City Council approves the purchase.

1. Cost - \$165,090
2. Timing - Delivery should be within 180 days.
3. Divisional Improvements - Will provide the city with needed equipment to perform duties. Newer equipment will reduce fleet operational costs and will improve operations.

B. City Council does not approve the purchase.

1. Cost - No additional cost at this time.
2. Timing - N/A
3. Divisional Improvements - City staff will not be able to function without needed equipment. Older equipment will take on a heavier load, which will increase operational costs. Operations will slow.

IV. Recommendation

Concur in Alternative A and approve the Fleet Facility to purchase the listed rolling stock (HD Utility Truck w/crane) and associated equipment for the Water Distribution Division from Houston Freightliner through HGAC Buy for a total price of \$165,090. The funding source is the water and sewer capital account.

V. Fiscal Impact Report

Requested by	David Smith Executive Director
Assignment	Howard Hudson Superintendent
Cost	\$165,090





City of Galveston

FLEET FACILITIES STAFF REPORT

Funding Source The funding source is the water and sewer capital account.

Savings Estimation Will help reduce unit repair costs on the older fleet vehicles and will assist with improving services.

VI. Environmental Impact

All listed vehicle(s) are produced under current EPA standards.

Respectfully Submitted

David Smith
Executive Director





CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract
No.:

HT06-18

Date
Prepared:

10/16/2018

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Galveston	Contractor:	Houston Freightliner
Contact Person:	Dan Hutchin	Prepared By:	Adam Neuse
Phone:		Phone:	713-580-8148
Fax:		Fax:	713-676-1603
Email:		Email:	adam.neuse@strhouston.com

Product Code:	C5	Description:	2020 Freightliner M2-106 SRA
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 61652

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
B6.7 250 HP 660 LB FT TQ	2408	Full Rear Bench Seat	647
11/32x3-1/2x10-3/16" Frame 120KSI	94	154" High Roof Crew Cab	9193
Positive Negative Jump Start Provisions Mtd by Starter	69	Air Cab Mounts	91
Trailer Towing Package	812	LH/RH Electric Door Locks	74
200" Wheelbase	649	Front Sun Visor	140
Front Tow Hooks	71	Premium Cab Insulation	140
Dual West Coast Mirror w/ LH/RH Remote	215	4 Dash Mtd Rocker Switches	164
LH/RH Electric Power Windows	164		
Basic High Back Air Driver Seat	159		
Basic High Back Air Passenger Seat	198	Curry Supply Co. Steel Service Body w Stellar Crane	86154
Adjustable Steering Column	359	Subtotal From Additional Sheet(s):	
AM/FM Radio w/ Bluetooth	299	Subtotal B:	102100

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Meritor 16.5x5 Q+ Cast Spider Front Brakes	214		
Synthetic 75W-90 Rear Axle Lube	124	Subtotal From Additional Sheet(s):	
		Subtotal C:	338

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:	0%
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D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	164090	=	Subtotal D:	164090
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E. H-GAC Order Processing Charge (Amount Per Current Policy)	Subtotal E:	1000
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F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		Subtotal F:	0

Delivery Date:	G. Total Purchase Price (D+E+F):	165090
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A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
HOUSTON FREIGHTLINER, INC.
Houston, Texas

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Houston Freightliner, Inc.**, hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 9550 North Loop East, Houston, Texas 77029.

ARTICLE 1:**SCOPE OF SERVICES**

The parties have entered into a **Fire Service Apparatus (All Types)** Contract to become effective as of December 1, 2017, and to continue through November 30, 2019 (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Fire Service Apparatus (All Types)** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **Fire Service Apparatus (All Types)** through the **H-GAC** Contract to **END USERS**.

ARTICLE 2:**THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: **FS12-17**, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: **FS12-17**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3:**LEGAL AUTHORITY**

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4:**APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5:**INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6:**END USER AGREEMENTS**

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

ARTICLE 7:**SUBCONTRACTS & ASSIGNMENTS**

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8:**EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9:**REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10:**MOST FAVORED CUSTOMER CLAUSE**

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 11:**SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12:**DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13:**LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER**, **CONTRACTOR**'s total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14:**LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC**

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR**'s negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15:**TERMINATION FOR CAUSE**

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR**'s failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR**.

ARTICLE 16:**TERMINATION FOR CONVENIENCE**

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER**. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR**.

ARTICLE 17:**CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18:**GOVERNING LAW & VENUE**

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19:**PAYMENT OF H-GAC ORDER PROCESSING CHARGE**

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR**, **H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER**, **CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC**. Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC**'s Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC**'s order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR**.

ARTICLE 20:**LIQUIDATED DAMAGES**

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER's** purchase order is placed.

ARTICLE 21:**PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS**

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **CONTRACTOR** must be prepared to offer a PPB to cover any specific order if so requested by **END USER**. **CONTRACTOR** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 22:**CHANGE OF CONTRACTOR STATUS**

CONTRACTOR shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23:**LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]**

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR** shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

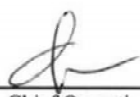
IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston**
Area Council, Houston, Texas:



Jack Steele, Executive Director

Attest for **Houston-Galveston**
Area Council, Houston, Texas:



Chuck Wemple, Chief Operations Officer

Date: 1-4, 2018

Signed for **Houston Freightliner, Inc.**
Houston, Texas:



Printed Name & Title: Bob Garwood / Pres.

Date: 11-29 - 2017

Attest for **Houston Freightliner, Inc.**
Houston, Texas:



Printed Name & Title: Michael McEntary Account MGR

Date: 11-29, 2017

Attachment A
Houston Freightliner, Inc.
Fire Service Apparatus (All Types)
Contract No. FS12-17

B. Boise Mobile Equipment		
B. Wildland Fire Apparatus		
BB02	BME, Type 3, Freightliner M2-106, 4WD, 4-Door, Crew Cab. 600 Gallon Water Tank, 25 Gallon Foam Tank, Hale CBP 250 PTO Pump, Pump and Roll Capability, FoamPro 2001 Foam System,	\$ 269,000.00
BB04	BME, Type 3, Urban Interface (Model 34) Freightliner M2-106, 4WD, 4-Door, Crew Cab. 500 Gallon Water Tank, 25 Gallon Foam Tank, Darley JMP 500 2-Stage Pump, Darley 1-1/2" AGE 24 HP Kubota D902 Diesel Auxiliary Pump	\$ 299,000.00
BB06	BME, Type 4, Freightliner M2-106, 4WD, 4-Door, Crew Cab. 800 Gallon Water Tank, 25 Gallon Foam Tank, Rear Mounted Darley 1-1/2" AGE 34HP Kubota Diesel Pump, Two (2) Hannay 150' Hose Reels, NFPA Compliant Whelen Light Package	\$ 274,900.00
D. Special Service Apparatus (Walk-In & Non-Walk In Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center		
BD02	BME, Walk Around, Medium Rescue, Freightliner M2-106, 2WD	\$ 193,738.00
BD04	BME, Walk Around, Heavy Rescue, Freightliner M2-108 SD	\$ 275,900.00
E. Pumper/Tankers & Tankers		
BE01	BME, Commercial Tender, Freightliner Chassis, Single Axle, 2000 Gallon Water Tank, 750GPM Pump	\$ 273,200.00
BE03	BME, Commercial Tender, Freightliner Chassis, Tandem Axle, 3000 Gallon Water Tank, 750GPM Pump	\$ 289,700.00
BE06	BME, Tender, Model 22, Freightliner, 2WD, 2-Door, Single Axle. 1500 Gallon Stainless Steel Elliptical Water Tank.	\$ 240,248.00
I. Emergency Vehicles, Inc. (EVI)		
D. Special Service Apparatus (Walk-In & Non-Walk In Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center		
ID05	Freightliner M2, 2-Door, Single Axle 16' Non-Walk-In Rescue (Aluminum)	\$ 319,993.00
ID07	Freightliner M2, 4-Door, Single Axle 16' Non-Walk-In Rescue (Aluminum)	\$ 337,671.00
ID08	Freightliner M2, 2-Door, Single Axle 16' Walk-In Rescue (Aluminum)	\$ 342,515.00
ID10	Freightliner M2, 4-Door, Single Axle 18' Walk-In Rescue (Aluminum)	\$ 364,198.00
ID12	Freightliner M2, 2-Door, Single Axle 18' Crew-Body Rescue (Aluminum)	\$ 335,932.00
ID13	Freightliner M2, 2-Door, Single Axle 18' Mobile Command Center (Aluminum)	\$ 341,971.00
ID16	Freightliner M2, 4-Door, Single Axle 25' Walk-In Rescue (Aluminum)	\$ 410,615.00
ID18	Freightliner M2, 4-Door, Tandem Axle 25' Walk-In Rescue (Aluminum)	\$ 422,392.00
ID21	Freightliner M2, 2-Door, Tandem Axle 30' Walk-In Command Center (Aluminum)	\$ 642,885.00
ID29	Freightliner M2 2-Door, Single Axle 32' Walk-In Command Center (Aluminum)	\$ 736,401.00
Q. Midwest Fire		
E. Pumper/Tankers & Tankers		
QE01	Midwest Fire All-Poly Tanker-Pumper, 2000 Gallon, Freightliner M2, 1000 GPM PTO, Pump and Roll, Single Axle	\$ 218,065.00
QE02	Midwest Fire All-Poly Tanker-Pumper, 3000 Gallon, Freightliner M2, 1000 GPM PTO, Pump and Roll, Tandem Axle	\$ 235,259.00
QE03	Midwest Fire All-Poly Tanker, 2000 Gallon, Freightliner M2, 750 GPM PTO pump, Pump and Roll, Single Axle, Under 30'	\$ 204,428.00
QE04	Midwest Fire All-Poly Tanker, 3000 Gallon, Freightliner M2, 250 GPM portable pump, pump and roll	\$ 203,474.00
BB. Sunbelt Fire, Inc.		
D. Special Service Apparatus (Walk-In & Non-Walk In Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center		

BBD03	Freightliner M2, 2-door Aluminum Extruded Body, 18' Walk-in Rehabilitation Vehicle	\$ 294,132.30
BBD05	Freightliner M2, 2-door Aluminum Extruded Body, 18' Non-Walk-in Rescue Vehicle	\$ 223,285.70
BBD07	Freightliner M2, 2-door Aluminum Extruded Body, 18' Command Vehicle	\$ 309,512.50



City of Galveston

FLEET FACILITIES STAFF REPORT

November 6, 2018

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for the approval allowing the Fleet Facility to purchase the listed rolling stock (HD Service Truck) and associated equipment for the Water Distribution Division from Rush Truck Center through Buy Board for a total price of \$93,683. The funding source is the water and sewer capital fund.

I. Background

- A. Funding for new equipment has been earmarked for the listed department(s).
- B. Buy Board, HGAC Buy and TPASS are cooperative purchasing organizations that the city is a member of that performs bidding packages for local governments. The Fleet Facility has performed competitive bidding packages on current equipment purchases to assure that these purchases are the better option a majority of the time.
- C. The requested vehicle description(s) and their assignment(s) are listed below.
- D. The extended purchase price for this package is \$93,683.
- E. Rush Truck Center is located in the Houston area.
- F. Delivery should be within 180 days from date of the purchase order issue.
- G. Additional equipment will be installed by the dealer and was noted in the specification process by the requesting department. This truck will carry heavy valve and required equipment.

II. Current Situation

The City Council will have to approve the Fleet Facility purchase of the listed rolling stock (HD Utility Truck w/crane) and associated equipment for the Water Distribution Division from





City of Galveston

FLEET FACILITIES STAFF REPORT

Rush Truck Center through Buy Board for a total price of \$93,683. The funding source is the water and sewer capital fund.

III. Alternatives in order of priority

A. City Council approves the purchase.

1. Cost - \$93,683
2. Timing - Delivery should be within 180 days.
3. Divisional Improvements - Will provide the city with needed equipment to perform duties. Newer equipment will reduce fleet operational costs and will improve operations.

B. City Council does not approve the purchase.

1. Cost - No additional cost at this time.
2. Timing - N/A
3. Divisional Improvements - City staff will not be able to function without needed equipment. Older equipment will take on a heavier load, which will increase operational costs. Operations will slow.

IV. Recommendation

Concur in Alternative A and approve the Fleet Facility purchase of the listed rolling stock (HD Utility Truck w/crane) and associated equipment for the Water Distribution Division from Rush Truck Center through Buy Board for a total price of \$93,683. The funding source is the water and sewer capital fund.

V. Fiscal Impact Report

Requested by David Smith
Executive Director

Assignment Howard Hudson
Superintendent





City of Galveston

FLEET FACILITIES STAFF REPORT

Cost	\$93,683
Funding Source	The funding source is the water and sewer capital fund.
Savings Estimation	Will help reduce unit repair costs on the older fleet vehicles and will assist with improving services.

VI. Environmental Impact

All listed vehicle(s) are produced under current EPA standards.

Respectfully Submitted

David Smith
Executive Director



TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

Vendor	RUSH TRUCK CENTER	Date Prepared	10/30/2018
Contact for Vendor:	DREW NEUBAUER	Phone	830-302-5254
End User:	City of Galveston		
End User Contact:		Phone/Fax	
Product Description:	Ford Fleet		

A: Base Price in Bid/Proposal Number: 521-16			Series: Reg Cab		\$21,655.00
B: Published Options(<i>Itemize Below</i>)					
	DESCRIPTION	AMOUNT	OPT #	DESCRIPTION	AMOUNT
Ford	19,500 GVW upgrade Pkg	\$ 2,795.00	Ford	Shift on the Fly, Skid Plates	\$ 285.00
Ford	6.7 Power Stroke	\$ 9,010.00	Ford	Engine Block, Rear View Camera	\$ 515.00
Ford	Crew Cab / 4x4 Pkg	\$ 6,936.00	RTC0053	Body Prep Package	\$ 2,438.00
Ford	Limited Slip 4.88 w/ 19.5 Tires	\$ 575.00	RTC0051	Rush Care / PDI	\$ 1,236.00
Ford	Trailer Tow Pkg, XL Value	\$ 1,045.00	RTC0020	Service Body	\$ 29,161.00
Ford	Power Equipment Group	\$ 1,125.00	RTC1060	Flooring/ Insurance	\$ 1,155.00
Ford	Daytime running lights	\$ 45.00			
Subtotal Column 1:		\$ 21,531.00	Subtotal Column 2:		\$ 34,790.00
Published Options added to Base Price(<i>Subtotal of "Col 1" & "Col 2"</i>)					\$ 56,321.00

C: Subtotal of A + B					\$77,976.00
D: Non Published Options 14%					
Curry Wilcox Model WAB134D54	\$12,322.00				
with options					
Subtotal Column 1:					\$12,322.00
Subtotal Column 2:					\$ -

Unpublished Options added to Base price (<i>Subtotal "Col 1 + Col 2"</i>)	\$12,322.00
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E: Contract Price Adjustment (<i>If any, explain here</i>)	
2019 PL 855	\$ 995.00

F: Total of C + D +/- E	\$ 91,293.00
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G: Quantity ordered Units:	1.00	x F	\$ 91,293.00
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H: BUYBOARD Administrative Fee	\$ 400.00
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I: Non-Equipment Charges & Credits (<i>I.e.: Ext. Warranty, Trade-In, Delivery, etc.</i>)					
Ford Ship-through and Delivery	\$ 1,990.00				
					\$ 1,990.00

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)	\$93,683.00
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P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

October 30, 2018

Sent via Email to:neubauerd@rushenterprises.com

Drew Neubauer
Rush Truck Centers of Texas, LP
555 I.H. 35 South
New Braunfels TX 78130

Re: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor
BuyBoard Contract #521-16

The Local Government Purchasing Cooperative d/b/a BuyBoard® (Cooperative) awarded your company a contract under Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor, Contract No. 521-16, for which the current term is set to expire November 30, 2018. At this time, we are renewing your contract through November 30, 2019, subject to the following:

Program Vehicle Exclusion: *The Cooperative will not be renewing any contracts for the program vehicle categories listed on the attached Schedule A, and all contracts for these items will expire on November 30, 2018. Therefore, to the extent your company was awarded in any of the categories listed on Schedule A, such categories are specifically excluded from your contract renewal, and vendors will no longer be authorized to sell such program vehicles through Cooperative Contract No. 521-16 effective December 1, 2018.*

This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree with the renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me immediately via email at connie.burkett@tasb.org.

Reminder: All purchase orders must be processed through the BuyBoard. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member. Accepting orders directly from a member entity without Cooperative authorization is a violation of the terms of your contract. We request your assistance in immediately forwarding any orders received directly from member entities. Purchase orders may be sent to us either by fax (800-211-5454) or by email (info@buyboard.com). If by chance an order sent directly to you has been unintentionally processed, please forward it to the Cooperative and note it as **RECORD ONLY** to prevent duplication.

If you have questions or comments concerning this renewal, please contact me as soon as possible at connie.burkett@tasb.org. We appreciate your interest and participation in The Local Government Purchasing Cooperative.

Sincerely,

A handwritten signature in blue ink that reads "Connie W. Burkett". The signature is written in a cursive, flowing style.

Connie W Burkett, CTSBS
Contract Administrator

SCHEDULE A

Contract No. 521-16, Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

CONTRACT CATEGORIES EXPIRING NOVEMBER 30, 2018 – NOT SUBJECT TO RENEWAL

- Item 6: Autocar Program Vehicles (Lease and/or Pre-Owned)
- Item 54: Chevrolet/GMC/Buick Program Vehicles (Lease and/or Pre-Owned)
- Item 92: Chrysler/Dodge/Jeep Program Vehicles (Lease and/or Pre-Owned)
- Item 109: Crane Carrier Program Vehicles (Lease and/or Pre-Owned)
- Item 159: Ford Program Vehicles (Lease and/or Pre-Owned)
- Item 177: Freightliner Program Vehicles (Lease and/or Pre-Owned)
- Item 190: Freightliner Sprinter Program Vehicles (Lease and/or Pre-Owned)
- Item 208: Honda Program Vehicles (Lease and/or Pre-Owned)
- Item 230: International Program Vehicles (Lease and/or Pre-Owned)
- Item 243: Isuzu Program Vehicles (Lease and/or Pre-Owned)
- Item 271: Kenworth Program Vehicles (Lease and/or Pre-Owned)
- Item 292: Mack Program Vehicles (Lease and/or Pre-Owned)
- Item 306: Mitsubishi Program Vehicles (Lease and/or Pre-Owned)
- Item 335: Nissan Program Vehicles (Lease and/or Pre-Owned)
- Item 360: Peterbilt Program Vehicles (Lease and/or Pre-Owned)
- Item 420: Toyota/Hino Program Vehicles (Lease and/or Pre-Owned)
- Item 432: Volvo Program Vehicles (Lease and/or Pre-Owned)
- Item 447: Western Star Program Vehicles (Lease and/or Pre-Owned)



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

October 19, 2016

Sent Via E-mail: neubauerd@rushenterprises.com

Drew Neubauer
Rush Truck Centers of Texas, LP
555 I.H. 35 South
New Braunfels, TX 78130

Re: Notice of The Local Government Purchasing Cooperative Award

Proposal Name and Number: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
Proposal No. 521-16

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 12/1/2016 through 11/30/2017, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 521-16 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

- Vendor Quick Reference Sheet
- Electronic Catalog Format Instructions
- Vendor Billing Procedures

You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply.** Please forward by fax (1-800-211-5454) any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

Per proposal specifications, awarded vendors will have 30 days or sooner to submit their electronic catalog including pricing. If the electronic data is not provided within 30 days or sooner of notice of award, we reserve the right to inactivate any company's award information from the BuyBoard until such time the electronic data is received.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **BuyBoard Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas
BuyBoard

Procurement

Director

v.12.15

October 19, 2016

Sent Via E-mail: neubauerd@rushenterprises.com

Drew Neubauer
Rush Truck Centers of Texas, LP
555 I.H. 35 South
New Braunfels, TX 78130

Re: Notice of National Purchasing Cooperative Piggy-Back Award

Proposal Name and Number: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
Proposal No. 521-16

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. As provided for in the Proposal and your National Purchasing Cooperative Vendor Award Agreement, you are authorized to sell the goods and services awarded under the Proposal to National Cooperative members in states other than Texas through the BuyBoard. The contract is effective 12/1/2016 through 11/30/2017, with two possible one-year renewals.

The National Cooperative membership list is available at our website www.buyboard.com/vendor. The list identifies the current members that may purchase awarded goods and services under your National Cooperative BuyBoard contract.

You are advised that receipt of a purchase order directly from a National Cooperative member is not within BuyBoard guidelines. Accepting purchase orders directly from Cooperative members may result in a violation of applicable competitive procurement law and termination of this National Cooperative BuyBoard contract. **Therefore, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Please forward by fax (1-800-211-5454) any order received directly from a National Cooperative member. If you inadvertently process a purchase order sent directly to you by a National Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

Per proposal specifications, awarded vendors will have 30 days or sooner to submit their electronic catalog including pricing. If the electronic data is not provided within 30 days or sooner of notice of award, we reserve the right to inactivate any company's award information from the BuyBoard until such time the electronic data is received.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact BuyBoard Procurement Staff at 800-695-2919.

Sincerely,



BuyBoard Procurement Director
v.12.15



12007 Research Boulevard • Austin, Texas 78759-2439
PH: 800-695-2919 • FAX: 800-211-5454 • www.buyboard.com

11311

PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Vehicles, Heavy Duty Trucks,
Police Motorcycles, Parts, and Service Labor

Proposal Opening Date and Time:
August 24, 2016 at 2:00 PM

Proposal Number: 521-16

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Contract Time Period: December 1, 2016
through November 30, 2017 with two (2) possible
one-year renewals.

Anticipated Cooperative Board Meeting Date:
October 2016

Rush Truck Centers of Texas, LP

Name of Proposing Company

555 I.H. 35 South, Suite 500

Street Address

New Braunfels, TX 78130

City, State, Zip

830-302-5254

Telephone Number of Authorized Company Official

830-302-5295

Fax Number of Authorized Company Official

8/23/2016

Date

X

Signature of Authorized Company Official

Steve Taylor

Printed Name of Authorized Company Official

Vice President

Position or Title of Authorized Company Official

74-2786264

Federal ID Number

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions, General Terms and Conditions, Attachments/Forms, Item Specifications, and Line Items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;

USB+Pricelist

H-N N-y E-y



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4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by another governmental entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format for posting on the BuyBoard as a prerequisite to activation of your contract;
5. You have clearly identified any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a Form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.



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PH: 800-695-2919 • FAX: 800-211-5454 • www.buyboard.com

VENDOR PURCHASE ORDER, REQUEST FOR QUOTES, AND INVOICE RECEIPT OPTIONS

Company: Rush Truck Centers of Texas, LP General Contact Name: Drew Neubauer

Purchase Orders: Purchase orders from Cooperative members will be available through the Internet or by facsimile.

Option 1: Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors that choose this option to assist them with retrieving their orders.

Option 2: Fax. Vendors need a designated fax line available at all times to receive purchase orders.

Please choose only one (1) of the following options for receipt of purchase orders and provide the requested information:

☒ I will use the **INTERNET** to receive purchase orders.

E-mail Address: neubauerd@rushenterprises.com

Internet Contact: Drew Neubauer Phone: 830-302-5254

Alternate E-mail Address: krusec@rushenterprises.com

Alternate Internet Contact: Colton Kruse Phone: 830-302-5219

☐ I will receive purchase orders via **FAX**.

Fax Number: _____

Fax Contact: _____ Phone: _____

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

E-mail Address: neubauerd@rushenterprises.com

Alternate E-mail Address: krusec@rushenterprises.com

Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Mailing address: 555 I.H. 35 South, Suite 500 Department: MD / Buyboard

City: New Braunfels State: TX Zip Code: 78130

Contact Name: Drew Neubauer Phone: 830-302-5254

Fax: _____ E-mail Address: neubauerd@rushenterprises.com

Alternative E-mail Address: n/a



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FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- ☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

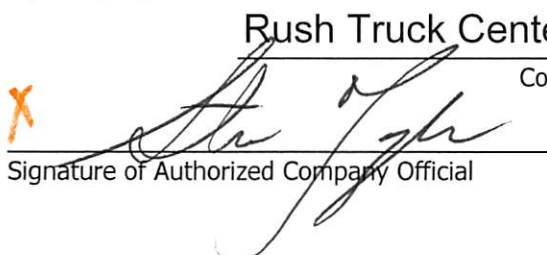
By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

 **Rush Truck Centers of Texas, LP**
Company Name
Steve Taylor
Printed Name
Signature of Authorized Company Official

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

 **Rush Truck Centers of Texas, LP**
Company Name
Steve Taylor
Printed Name
Signature of Authorized Company Official



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RESIDENT / NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a person whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions. Please check (✓) one of the following.

☒ I certify that my company is a **Resident Proposer.**

☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name

Address

City

State

Zip Code

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☐ No

B. What is the prescribed amount or percentage? \$ _____ or _____ %

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

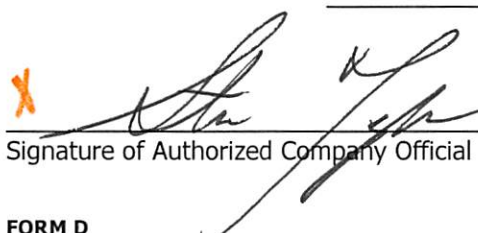
If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas? Please check (✓) one of the following.

☒ Yes ☐ No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification.

Rush Truck Centers of Texas, LP

Company Name



Signature of Authorized Company Official

Steve Taylor

Printed Name



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HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (✓) all that apply

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business**

☐ **Women Owned Business**

☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

Name of Certifying Agency:

☒ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Rush Truck Centers of Texas, LP

Company Name

X

Signature of Authorized Company Official

Printed Name



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AFFIRMATION REGARDING CONSTRUCTION-RELATED GOODS AND SERVICES

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, attached to this Form F, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services.

By signature below, the undersigned affirms that Proposer has read and understands the Advisory attached to this Form F and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

	Rush Truck Centers of Texas, LP
	Company Name
Signature of Authorized Company Official	Steve Taylor
	Printed Name
	8/25/2016
	Date



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BUYBOARD PROCUREMENT AND CONSTRUCTION-RELATED GOODS AND SERVICES ADVISORY FOR TEXAS MEMBERS

Why make purchases using BuyBoard? Purchasing through a cooperative or "interlocal contract" satisfies the requirement of local governments to seek competitive procurement for the purchase of goods or services.ⁱ Therefore, you may purchase goods and services from a vendor through BuyBoard without having to conduct your own competitive procurement. If, however, you are procuring construction-related services through a BuyBoard Job Order Contract (JOC) or contract for the installation of equipment or materials (e.g., athletic fields and surfaces, kitchen equipment, HVAC, playground equipment, or modular buildings), you may, as explained in this Advisory, need to procure certain aspects of these services using a separate procurement process outside of the BuyBoard and should consult your procurement officer and/or legal advisor for specific advice.

What is BuyBoard's Procurement Process? The BuyBoard uses a competitive procurement process to award contracts to vendors for goods and services that the BuyBoard determines, based on an evaluation of multiple criteria, represents the best value for its members.

How does BuyBoard award a contract to a vendor? As a condition of being awarded a BuyBoard contract, a vendor is bound by and must agree to comply with all the terms of the BuyBoard's proposal invitation (or specifications), the vendor's proposal response, and any additional contract terms negotiated with the BuyBoard member. Among other things, the vendor must honor the pricing submitted in the vendor's proposal. **THE PRICE YOU PAY FOR THE GOODS AND SERVICES COVERED BY THE BUYBOARD CONTRACT MAY BE LESS THAN THE AWARDED PRICING, BUT CANNOT BE MORE.** Additionally, the vendor must comply with the BuyBoard contract's general terms and conditions, and any additional terms and conditions that apply to the specific BuyBoard contract, as set out in the proposal invitation.

How does a BuyBoard member make purchases through the BuyBoard contract? You utilize the awarded BuyBoard contract by issuing a signed purchase order through the BuyBoard online application to procure the selected goods or services. Although BuyBoard must receive a copy of the signed purchase order, BuyBoard does not review or approve the purchase order or other supplemental agreement that you obtain – this is a matter between you and the vendor. If construction-related services are procured through the BuyBoard, additional contracts with professionals and the contractor may be required, depending on the nature and scope of the services. As stated above, you should consult your procurement officer and/or legal advisor for specific advice.

How do I know that my entity has made a purchase through the BuyBoard?

BuyBoard must have a copy of the purchase order in order for the purchase to be considered a BuyBoard procurement. To ensure that your entity has satisfied state law requirements for competitive procurement, make sure that the BuyBoard has your purchase order. Do not rely on the vendor to submit the purchase order on your behalf; it is your responsibility to make sure that the BuyBoard has the signed purchase order. You may log in to www.buyboard.com using your member I.D. and password to view the Purchase Order Status Report to confirm that the purchase order is in the BuyBoard system.

What should BuyBoard members consider when using BuyBoard for construction-related purchases? While purchasing goods and services through BuyBoard satisfies your legal requirement to competitively procure a good or service, as a general matter you must keep in mind other legal requirements that may relate to the purchase, especially when using BuyBoard for construction-related procurement.



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When making construction-related purchases through a BuyBoard contract, BuyBoard members must consider the following:

- **Best value determination.** In compliance with Texas law and any local policy, your entity must first determine that purchasing through an interlocal contract or purchasing cooperative is the procurement method that will provide best value.ⁱⁱ This is done by the governing body (e.g., board of trustees, council, commissioners' court, etc.) or may be delegated by the governing body to an individual or committee, with written notice.
- **Products or services not covered by the BuyBoard contract.** The BuyBoard contract covers only the specific goods and services awarded by the BuyBoard. If you want to purchase from a BuyBoard vendor goods or services from a BuyBoard vendor that are not covered by the vendor's BuyBoard contract, such as architectural, design, or engineering services, you must procure them separately in accordance with state law and local policy.
- **Architectural or Engineering and Independent Testing services.** If your procurement includes a construction component that requires architectural or engineering services, you must procure those services separately. **YOU MAY NOT PROCURE ARCHITECTURAL OR ENGINEERING SERVICES THROUGH A BUYBOARD CONTRACT.** Texas law requires architectural and engineering services to be obtained in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and prohibits them from being procured through a purchasing cooperative.ⁱⁱⁱ
 - **Architecture.** A new building owned by a political subdivision having construction costs exceeding \$100,000 or an alteration or addition to an existing building having construction costs exceeding \$50,000 must have architectural plans and specifications prepared by an architect.^{iv} (An "alteration" or "addition" for purposes of this requirement requires the removal, relocation, or addition of a wall or partition or the alteration or addition of an exit.)
 - **Engineering.** If the goods or services procured through the BuyBoard will involve engineering in which the public health, welfare, or safety is involved, the plans for structural, mechanical, electrical, electronic, fire suppression, geotechnical systems, foundation design, surface water drainage, plumbing and certain roof modifications and associated estimates must be prepared by an engineer, and the engineering construction must be performed under the direct supervision of an engineer.^v The Engineering Practice Act provides two exceptions to this rule – no engineer is required if (1) the project involves mechanical or electrical engineering and will cost \$8,000 or less, or (2) the project does not require mechanical or electrical engineering and will cost \$20,000 or less.^{vi}
 - **Independent Testing.** If acceptance of a facility by a public entity involves independent testing of construction materials engineering and/or verification testing services, the testing services should be procured under the Professional Services Procurement Act, and may not be procured under a BuyBoard contract.
 - **Written Certification.** Effective 09/01/2013, a local governmental entity purchasing construction-related goods and services through a cooperative in an amount that exceeds \$50,000 must designate a person to certify in writing that the project does not require the preparation of plans or specifications by an architect or engineer OR that an architect or engineer has prepared the plans or specifications.^{vii}



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- **Bonds.** You must also consider whether the vendor is required to provide a payment or performance bond. A payment bond is required for contracts that exceed \$25,000 to protect subcontractors who supply labor or materials for the project. A performance bond is required for a contract that exceeds \$100,000, to protect the local government if a contractor fails to complete the project.^{viii} Without payment and performance bonds, if the contractor fails to pay its subcontractors or to complete the project, the public entity that entered the contract can be held responsible for payment claims or costs to complete.
- **Construction Contract.** Even though the procurement of construction or construction-related services may be through the BuyBoard, your construction contract is between your entity and the contractor. The BuyBoard contract's general terms and conditions, standing alone, are not sufficient to document your entity's specific transaction. THEREFORE, YOU SHOULD USE AN APPROPRIATE FORM OF CONSTRUCTION CONTRACT JUST AS YOU WOULD DO IF YOU PROCURED CONSTRUCTION SERVICES INDEPENDENTLY, USING COMPETITIVE SEALED PROPOSALS. The contract must contain provisions required by state law including: performance and payment bonds, requirements for payment of prevailing wages to all construction workers, workers' compensation coverage for all workers and, on projects where contractor employees may have direct contact with students, criminal history record checks. Other provisions which should be considered in the construction contract are retainage, contingency, liquidated damages and dispute resolution, among others. By supplementing the BuyBoard contract with an appropriate form of construction contract, you ensure that your entity's unique interests are addressed and that your entity can enforce the contract directly.
- **Legal advice.** Because of the variety of laws that relate to construction-related purchasing and the potential risk of high exposure, you are well-advised to consult with your entity's legal counsel before procuring construction-related goods and services under any procurement method, including a purchasing cooperative.

This Advisory is provided for educational purposes only to facilitate a general understanding of the law. This Advisory is neither an exhaustive treatment on the subject nor is it intended to substitute for the advice of an attorney.

For more information about BuyBoard, contact us at 800-695-2919.

-
- i. Tex. Gov't Code §791.025 and Tex. Local Gov't Code §271.102.
 - ii. Tex. Ed. Code §44.031(a) (school districts); Tex. Local Gov't Code §252.043(a)(municipalities) and §262.022(5-a) and §262.027(counties)
 - iii. Tex. Gov't Code §2254.004 and §791.011(h)
 - iv. Tex. Occ. Code §1051.703
 - v. Tex. Occ. Code §1001.0031(c)
 - vi. Tex. Occ. Code §1001.053
 - vii. Tex. Gov't Code §791.011(j), effective September 1, 2013
 - viii. Tex. Gov't Code §2253.021(a)

Issued March 31, 2014



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DEVIATION AND COMPLIANCE SIGNATURE FORM

If your company intends to deviate from the General Terms and Conditions, Item Specifications or other requirements associated with this Proposal Invitation, you must list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form, an attachment to this form, or elsewhere in your Proposal. (If you do not provide the information on or as an attachment to this form, the information must be clearly identified in your Proposal.) The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Item Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation.

- ☒ **No;** Deviations
☐ **Yes;** Deviations

List and fully explain any deviations you are submitting:

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☒ Common Carrier ☐ Company Truck ☐ Prepaid and Add to Invoice ☐ Other:

2. Payment Terms: ☒ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other:

3. Number of Days for Delivery: 14in stock/90 order _____ ARO

4. Vendor Reference/Quote Number: 521-16

5. State your return policy:

Parts - 14 days / Truck Sales no stated return policy

6. Are electronic payments acceptable? ☒ Yes ☐ No

7. Are credit card payments acceptable? ☐ Yes ☒ No

Rush Truck Centers of Texas, LP

Company Name



Signature of Authorized Company Official

FORM G

Steve Taylor

Printed Name

COMM.V.11.18.15



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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary.

Rush Truck Centers of Texas, LP

Company Name

555 IH 35 South, Suite 500

Address

New Braunfels

TX

78130

City

State

Zip

830-302-5200

830-302-5295

Phone Number

Fax Number

Drew Neubauer

Contact Person

See attached

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person

Rush Truck Centers Dealer Network

Rush Truck Centers of Texas, L.P. (RTC Texas) 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 began operations in Texas in 1965.

Rush Enterprises operates its dealer network through state-based legal entities. A separate legal entity has been established for each state in which Rush operates, each of which is a wholly-owned subsidiary of Rush Enterprises.

RTC Texas is an authorized dealer in Texas for Peterbilt, Hino, Isuzu and Ford. Outside of Texas, Rush Enterprises operates dealership locations in 20 additional states that are licensed to sell International in addition to Hino, Isuzu and Ford.

Sample licenses from two dealerships in Texas and one dealership outside of Texas (Indiana) that provide coverage for all of the above referenced vehicles are included with our response.

Rush Truck Center Locations

ALABAMA

RTC FEIN: 72-1555639

Rush Truck Center, Mobile

DUNS #19-949-8192

5500 Linwood Steiner Road

Theodore, AL 36582 (Mobile County)

(251) 459-7300

(251) 459-7301 Fax

ARIZONA

RTC FEIN: 74-2927286

Rush Truck Center, Flagstaff

DUNS #84-975-5715

2620 East Huntington Drive

Flagstaff, AZ 86004 (Coconino County)

(928) 679-2900

(928) 679-2999 Fax

Rush Truck Center, Phoenix

DUNS #80-792-6725

9600 W. Roosevelt Street

Tolleson, AZ 85353 (Maricopa County)

(602) 422-8100

(602) 422-8175 Fax

Rush Truck Center, Tucson

DUNS #09-805-0235

755 E. 44th Street

Tucson, AZ 85713 (Pima County)

(520) 205-8500

(520) 205-8596 Fax

Rush Truck Center, Yuma

DUNS #01-807-6675

3382 East Gila Ridge Road

Yuma, AZ 85365 (Yuma County)

(928) 336-9700

(928) 336-9799 Fax

CALIFORNIA

RTC FEIN: 74-2786269

Rush Truck Center, Fontana

DUNS #87-744-6484

14490 Slover Avenue
Fontana, CA 92337 (San Bernardino County)
(909) 574-1600
(909) 823-3504 Fax

Rush Truck Center, Fontana Collision Center

DUNS #02-073-1291

10122 Elm Avenue
Fontana, CA 92335 (San Bernardino County)
(909) 350-3848
(909) 350-3858 Fax

Rush Truck Center, Fontana Medium Duty

DUNS #17-008-0829

15463 Valley Boulevard
Fontana, CA 92335 (San Bernardino County)
(909) 829-2200
(909) 829-2292 Fax

Rush Truck Center, Fontana Used Trucks

DUNS #07-851-5333

14315 Valley Boulevard
Fontana, CA 92335 (San Bernardino County)
(909) 770-5010
(909) 770-5019 Fax

Rush Truck Center, Fontana Vocational Service

DUNS #08-009-5660

14387 Slover Avenue
Fontana, CA 92337 (San Bernardino County)
(909) 302-5600
(909) 302-5686 Fax

Rush Truck Center, Pico Rivera

DUNS #10-701-8892

8830 East Slauson Avenue
Pico Rivera, CA 90660 (Los Angeles County)
(562) 566-1800
(562) 566-1894 Fax

Rush Truck Center, San Diego

DUNS #11-555-7261

8464 Miramar Road
San Diego, CA 92126 (San Diego County)
(858) 586-2300
(858) 586-2398 Fax

Rush Truck Center, Sylmar

DUNS #83-612-3245

12985 West Foothill Boulevard
Sylmar, CA 91342 (Los Angeles County)
(818) 493-5900
(818) 593-5999 Fax

Rush Truck Center, Whittier

DUNS #00-521-2523

2450 Kella Avenue
Whittier, CA 90601 (Los Angeles County)
(562) 551-5000
(562) 551-5097 Fax

COLORADO

RTC FEIN: 74-2802813

Rush Truck Center, Denver

DUNS #04-331-0999

6955 E. 50th Avenue

Commerce City, CO 80216 (Adams County)

(303) 291-6300

(303) 292-5377 Fax

Rush Truck Center, Denver Medium Duty

DUNS #78-733-2787

6800 E. 50th Avenue

Commerce City, CO 80216 (Adams County)

(702) 508-7700

(702) 508-7799 Fax

Rush Truck Center, Greeley

DUNS #13-752-7987

26956 WCR 47

Greeley, CO 80631 (Weld County)

(970) 534-3900

(970) 534-3999 Fax

Rush Truck Center, Pueblo

DUNS #03-285-6242

2575 North Interstate 25

Pueblo, CO 81008 (Pueblo County)

(719) 404-5500

(719) 543-4411 Fax

FLORIDA

RTC FEIN: 06-1672108

Rush Truck Center, Haines City

DUNS #17-057-5018

915 Roberts Road

P.O. Box 65

Lake Hamilton, FL 33851 (Polk County)

(863) 547-2000

(863) 547-2099 Fax

Rush Truck Center, Jacksonville

DUNS #62-404-7853

5175 W. Beaver Street

Jacksonville, FL 32254 (Duval County)

(904) 265-2300

(904) 265-2378 Fax

Rush Truck Center, Lake City

DUNS #07-976-7719

510 SW Arrowhead Terrace

Lake City, FL 32024 (Columbia County)

(386) 438-2300

(386) 438-2399 Fax

Rush Truck Center, Orlando

DUNS #12-834-4574

1925 W. Princeton Street

Orlando, FL 32804 (Orange County)

(321) 221-2300

(321) 221-2408 Fax

Rush Truck Center, Orlando Light & Medium Duty

DUNS #96-803-7924

2350 Diversified Way

Orlando, FL 32804 (Orange County)

(407) 581-8000

(407) 581-8097 Fax

Rush Truck Center, Orlando South

DUNS #00-575-6503

9401 Bachman Road

Orlando, FL 32824 (Orange County)

(407) 403-5300

(407) 403-5349 Fax

Rush Truck Center, Orlando Used Trucks

DUNS #07-984-1100

2424 John Young Parkway

Orlando, FL 32804 (Orange County)

(407) 292-3515

(407) 292-3509 Fax

Rush Truck Center, Tampa

DUNS #01-513-5253

8111 East Adamo Drive

Tampa, FL 33619 (Hillsborough County)

(813) 559-2300

(813) 559-2399 Fax

GEORGIA*RTC FEIN: 20-5202215***Rush Truck Center, Albany***DUNS #07-864-5839*

1312 Blaylock Street

Albany, GA 31705 (Dougherty County)

(229) 638-6500

(229) 638-6549 Fax

Rush Truck Center, Atlanta Collision Center*DUNS #01-095-8546*

1644 Market Drive

Atlanta, GA 30316 (DeKalb County)

(404) 212-5900

(404) 212-5903 Fax

Rush Truck Center, Atlanta*DUNS #62-177-3282*

2560 Moreland Avenue

Atlanta, GA 30315 (DeKalb County)

(678) 420-7500

(678) 420-7694 Fax

Rush Truck Center, Augusta*DUNS #12-557-2664*

2925 Gun Club Road

Augusta, GA 30907 (Richmond County)

(706) 842-2350

(706) 842-2399 Fax

Rush Truck Center, Blackshear*DUNS #83-294-5393*

2792 Highway 84 West

Blackshear, GA 31516 (Pierce County)

(912) 452-6100

(912) 452-6149 Fax

Rush Truck Center, Columbus North*DUNS #07-867-9708*

7131 Jamesson Court

Columbus, GA 31820 (Muscogee County)

(706) 561-5988

(706) 561-5989 Fax

Rush Truck Center, Columbus South*DUNS #07-013-3401*

1600 Box Road

Columbus, GA 31907 (Muscogee County)

(706) 780-7200

(706) 780-7249 Fax

Rush Truck Center, Doraville*DUNS #96-795-8526*

2500 Button Gwinnett Drive

Atlanta, GA 30340 (Gwinnett County)

(678) 578-1600

(678) 578-1696 Fax

Rush Truck Center, Gainesville*DUNS #07-976-7730*

2045 Atlas Circle

Gainesville, GA 30501 (Hall County)

(470) 248-7050

(470) 248-7069 Fax

Rush Truck Center, Macon*DUNS #96-853-6263*

1320 Guy Paine Road

Macon, GA 31206 (Bibb County)

(478) 845-5800

(478) 845-5849 Fax

Rush Truck Center, Smyrna*DUNS #83-326-4471*

2120 Atlanta Road SE

Smyrna, GA 30080 (Cobb County)

(678) 718-3000

(678) 718-3097 Fax

GEORGIA (cont.)

Rush Truck Center, Tifton

DUNS #95-715-6057

16 Union Industrial Way

Tifton, GA 31793 (Tift County)

(229) 472-5200

(229) 472-5249 Fax

Rush Truck Center, Valdosta

DUNS #01-514-0581

3640 Whitewater Road

Valdosta, GA 31601 (Richmond County)

(229) 474-6100

(229) 474-6149 Fax

IDAHO

RTC FEIN: 27-2220954

Rush Int'l Truck Center, Boise

DUNS #08-899-7788

770 Amity Road

Boise, ID 83705 (Ada County)

(208) 401-2200

(208) 345-4618 Fax

Rush Int'l Truck Center, Idaho Falls

DUNS #07-851-1878

4060 West Andco Drive

Idaho Falls, ID 83402 (Bonneville County)

(208) 656-6900

(208) 656-6949 Fax

Rush Int'l Truck Center, Lewiston

DUNS #02-532-1306

529 22nd Street North

Lewiston, ID 83501 (Nez Perce County)

Rush Int'l Truck Center, Twin Falls

DUNS #00-993-4693

249 4th Avenue West

Twin Falls, ID 83301 (Twin Falls County)

(208) 732-7800

(208) 733-9421 Fax

ILLINOIS

RTC FEIN: 46-3230887

Rush Truck Center, Bloomington

DUNS #87-434-3648

2116 North Main Street

Normal, IL 61761 (McLean County)

(309) 205-7100

(309) 454-1934 Fax

Rush Truck Center, Carol Stream

DUNS #07-926-0604

575 St. Paul Boulevard

Carol Stream, IL 60188 (DuPage County)

(630) 614-7435

(630) 614-7445 Fax

Rush Truck Center, Champaign

DUNS #15-212-5233

309 W. Hensley Road

Champaign, IL 61822 (Champaign County)

(217) 298-5000

(217) 352-0490 Fax

Rush Truck Center, Chicago

DUNS #07-926-0614

4655 South Central Avenue

Chicago, IL 60638 (Cook County)

(708) 295-5800

(708) 796-7530 Fax

Rush Truck Center, Effingham

DUNS #07-976-9243

1701 West Fayette Road

Effingham, IL 62401 (Effingham County)

(217) 540-8000

(217) 540-8199 Fax

Rush Truck Center, Huntley

DUNS #07-926-0616

11816 S. Illinois Route 47

Huntley, IL 60142 (McHenry County)

(847) 802-5800

(847) 802-5897 Fax

Rush Truck Center, Joliet

DUNS #07-926-0620

103 South Larkin Avenue

Joliet, IL 60436 (Will County)

(815) 553-8300

(815) 553-8399 Fax

Rush Truck Center, Quincy

DUNS #10-124-8552

601 North 4th Street

Quincy, IL 62301 (Adams County)

(217) 641-4400

(217) 222-0973 Fax

Rush Truck Center, Springfield East

DUNS #07-928-5906

3441 Gatlin Drive

Springfield, IL 62707 (Sangamon County)

(217) 718-2200

(217) 718-2298 Fax

Rush Truck Center, Springfield West

DUNS #07-918-7796

401 South Dirksen Parkway

Springfield, IL 62703 (Sangamon County)

(217) 718-2300

(217) 718-2348 Fax

INDIANA**RTC FEIN: 46-3704282****Rush Truck Center, Gary****DUNS #07-926-0636****1440 Texas Street****Gary, IN 46402 (Lake County)****(219) 240-2300****(219) 240-2399 Fax****Rush Truck Center, Indianapolis****DUNS #07-926-0638****1325 West Thompson Road****Indianapolis, IN 46217 (Marion County)****(317) 677-9200****(317) 787-7978 Fax****MISSOURI****RTC FEIN: 46-2846715****Rush Truck Center, St. Louis****DUNS #07-921-7061****3701 Chouteau Avenue****St. Louis, MO 63110****(314) 449-7200****(314) 449-7298 Fax****Rush Truck Center, St. Peters****DUNS #07-921-7073****3101 Industrial Park Place West****St. Peters, MO 63376 (St. Charles County)****(636) 385-7100****(636) 272-6783 Fax****KANSAS****RTC FEIN: 46-2839183****Rush Truck Center, Kansas City****DUNS #07-921-7058****11525 S. Rogers Road****Olathe, KS 66062 (Johnson County)****(913) 815-2400****(913) 696-1800 Fax****NEVADA****RTC FEIN: 47-4680797****Rush Truck Center, Las Vegas****DUNS #08-001-8063****4120 Donovan Way****North Las Vegas, NV 89030 (Clark County)****(702) 970-5000****(702) 970-5089 Fax****KENTUCKY****RTC FEIN: 47-4987209****Rush Truck Center, Bowling Green****DUNS #08-009-5688****251 New Porter Pike Road****Bowling Green, KY 42103 (Warren County)****(270) 936-7000****(270) 936-7099 Fax**

NEW MEXICO

RTC FEIN: 74-2927284

Rush Truck Center, Albuquerque

DUNS #08-440-2952

6521 Hanover Road NW

Albuquerque, NM 87121 (Bernalillo County)

(505) 839-3600

(505) 839-3697 Fax

Rush Truck Center, Las Cruces

DUNS #19-951-5722

2802 West Amador Avenue

Las Cruces, NM 88005 (Dona Ana County)

(575) 528-5400

(575) 528-5429 Fax

NORTH CAROLINA

RTC FEIN: 26-1919040

Rush Truck Center, Asheville

DUNS #00-231-0618

370 Liberty Road

Candler, NC 28715 (Buncombe County)

(828) 365-3600

(828) 665-1306 Fax

Rush Int'l Truck Center, Charlotte

DUNS #01-678-1029

3510 Jeff Adams Drive

Charlotte, NC 28206 (Mecklenburg County)

(704) 596-3500

(704) 598-9437 Fax

Rush Truck Center, Charlotte Collision Center

DUNS #02-073-9130

1333 Ameron Drive

Charlotte, NC 28206 (Mecklenburg County)

(704) 597-9990

(704) 444-8095 Fax

Rush Truck Center, Hickory

DUNS #05-879-3667

2340 US Highway 70 SW

Hickory, NC 28602 (Catawba County)

(828) 449-2700

(828) 449-2747 Fax

OHIO

RTC FEIN: 46-1123337

(614) 541-4680

(614) 541-4687 Fax

Rush Truck Center, Akron

DUNS #07-872-9193

2697 Gilchrist Road

Akron, OH 44305 (Summit County)

(234) 231-7600

(234) 231-7699 Fax

Rush Truck Center, Dayton

DUNS #07-872-9315

7655 Poe Avenue

Dayton, OH 45414 (Montgomery County)

(937) 280-2300

(937) 280-2399 Fax

Rush Truck Center, Cincinnati

DUNS #07-872-3861

11775 Highway Drive

Cincinnati, OH 45241 (Hamilton County)

(513) 372-8800

(513) 372-8899 Fax

Rush Truck Center, Lima

DUNS #07-872-9333

2655 St. Johns Road

Lima, OH 45804 (Allen County)

(567) 418-7200

(567) 418-7249 Fax

Rush Truck Center, Cleveland

DUNS #07-872-9237

12970 Snow Road

Parma, OH 44130 (Cuyahoga County)

(440) 482-4000

(440) 482-4199 Fax

Rush Truck Center, Springfield, OH

DUNS #07-360-6017

5245 Prosperity Drive

Springfield, OH 45502 (Clark County)

(937) 688-2100

(937) 688-2119 Fax

Rush Truck Center, Columbus

DUNS #08-009-5724

3950 Parkwest Drive

Columbus, OH 43228 (Franklin County)

(614) 541-4500

(614) 541-4675 Fax

Rush Truck Center, Columbus West

DUNS #07-872-9299

4200 Currency Drive

Columbus, OH 43228 (Franklin County)

OKLAHOMA

RTC FEIN: 74-2786271

Rush Truck Center, Ardmore

DUNS #84-550-4237

2100 Cooper Drive

Ardmore, OK 73401 (Carter County)

(580) 224-3900

(580) 224-3989 Fax

Rush Truck Center, Oklahoma City

DUNS #00-944-4090

8700 West I-40

Oklahoma City, OK 73128 (Oklahoma County)

(405) 782-3500

(405) 782-3689 Fax

Rush Truck Center, Tulsa

DUNS #09-349-5430

6015 S. 49th West Avenue

Tulsa, OK 74107 (Tulsa County)

(918) 447-2800

(918) 447-3749 Fax

TENNESSEE

RTC FEIN: 02-0732653

Rush Truck Center, Nashville

DUNS #19-951-7165

900 Expo Drive

Smyrna, TN 37167 (Rutherford County)

(615) 220-7600

(615) 220-7625 Fax

TEXAS

Rush Truck Centers – CORPORATE

FEIN: 74-2786264

555 IH-35 South, Suite 500
New Braunfels, TX 78130 (Comal County)
(830) 626-5200

Rush Truck Center, Abilene

DUNS #61-038-4166

326 North Access Road I-20
Tye, TX 79563 (Taylor County)
(325) 795-4600
(325) 692-0094 Fax

Rush Truck Center, Amarillo

DUNS #09-126-3749

8000 I-40 East, Exit 74
Amarillo, TX 79118 (Potter County)
(806) 731-6600
(806) 731-6699 Fax

Rush Truck Center, Austin

DUNS #04-639-9577

16870 S. IH 35
Buda, TX 78610 (Hayes County)
(512) 523-3200
(512) 523-3137 Fax

Rush Truck Center, Brownsville

DUNS #07-976-9207

5994 E. Padre Island Highway
Brownsville, TX 78521 (Cameron County)
(956) 435-7500
(956) 435-7549 Fax

Rush Truck Center, Corpus Christi

DUNS #07-921-7052

3001 IH 69 Access Road
Robstown, TX 78380 (Nueces County)
(361) 726-4800
(361) 726-4860 Fax

Rush Truck Center, Cotulla

DUNS #07-921-7052

137 Deer Run
Cotulla, TX 78014 (La Salle County)
(956) 764-1470
(830) 879-4516 FAX

Rush Truck Center, Dalhart

DUNS #04-204-3672

1117 Highway 87 South
Dalhart, TX 79022 (Dallam County)
(806) 884-2100
(806) 884-2119 Fax

Rush Truck Center, Dallas

DUNS #80-473-0448

515 North Loop 12
Irving, TX 75061 (Dallas County)
(469) 706-5200
(469) 706-5494 Fax

Rush Truck Center, Dallas Light & Medium Duty

DUNS #07-851-7509

4000 Irving Boulevard
Dallas, TX 75247 (Dallas County)
(214) 678-5900
(214) 678-5999 Fax

Rush Truck Center, Dallas Medium Duty

DUNS #17-365-2707

4200 Irving Boulevard
Dallas, TX 75247 (Dallas County)
(214) 624-9100
(214) 624-9199 Fax

TEXAS (Cont.)

Rush Truck Center, El Paso

DUNS #08-441-2605

12253 Gateway West

El Paso, TX 79936 (El Paso County)

(915) 775-6300

(915) 772-4117 Fax

Rush Truck Center, Lubbock

DUNS #07-834-9004

4515 Avenue A

Lubbock, TX 79404 (Lubbock County)

(806) 686-3600

(806) 747-4171 Fax

Rush Truck Center, Fort Worth

DUNS #61-051-6858

1480 NE Loop 820

Fort Worth, TX 76106 (Tarrant County)

(817) 740-4900

(817) 740-4999 Fax

Rush Truck Center, Lufkin

DUNS# 83-225-3462

3901 N. Medford Drive

Lufkin, TX 75901 (Angelina County)

(936) 630-2500

(936) 630-2599 Fax

Rush Truck Center, Houston

DUNS #14-396-0321

10200 North Loop East

Houston, TX 77029 (Harris County)

(832) 690-5000

(832) 690-5239 Fax

Rush Truck Center, Odessa

DUNS #79-447-1078

7450 E. IH 20 Frontage Road

Odessa, TX 79766 (Ector County)

(432) 214-8600

(432) 214-8686 Fax

Rush Truck Center, Houston Medium Duty

DUNS #08-009-5711

10100 North Loop East

Houston, TX 77029 (Harris County)

(832) 547-2100

(832) 547-2199 Fax

Rush Truck Center, Pharr

DUNS #17-945-6546

4700 N. Cage Boulevard

Pharr, TX 78577 (Hidalgo County)

(956) 784-7900

(956) 782-8822 Fax

Rush Truck Center, Laredo

DUNS #92-631-6712

10216 Union Pacific Boulevard

Laredo, TX 78045 (Webb County)

(956) 764-1900

(956) 717-1709 Fax

Rush Truck Center, San Antonio

DUNS #07-257-2758

8922 IH-10 East

Converse, TX 78109-5174 (Bexar County)

(210) 901-7100

(210) 901-7275 Fax

TEXAS (Cont.)

Rush Truck Center, Sealy

DUNS #13-369-2173

4606 NE I-10 Frontage Road

Sealy, TX 77474 (Austin County)

(979) 256-4930

(979) 877-0229 Fax

Rush Truck Center, Texarkana

DUNS #60-779-9900

1931 N. Kings Highway

Nash, TX 75569 (Bowie County)

(903) 336-6800

(903) 838-8754 Fax

Rush Truck Center, Tyler

DUNS #94-567-1329

11042 Highway 69N

Tyler, TX 75706 (Smith County)

(903) 525-0500

(903) 525-0505 Fax

Rush Truck Center, Waco

DUNS #79-548-3069

3200 IH-35 South

Waco, TX 76706 (McLennan County)

(254) 662-7900

(254) 662-7999 Fax

UTAH

RTC FEIN: 27-2220850

Rush Int'l Truck Center, Farr West/Ogden

DUNS #83-044-4782

1050 North 2000 West

Farr West, UT 84404 (Weber County)

(801) 564-6600

(801) 394-9572 Fax

Rush Int'l Truck Center, Salt Lake City

DUNS #04-473-8581

964 South 3800 West

Salt Lake City, UT 84104 (Salt Lake County)

(801) 972-5320

(801) 972-7180 Fax

Rush Int'l Truck Center, Springville

DUNS #07-834-7683

195 North 2000 West

Springville, UT 84663 (Utah County)

(801) 704-8500

(801) 491-2231 Fax

Rush Int'l Truck Center, St. George

DUNS #01-979-9873

1406 East 3950 South

St. George, UT 84790 (Washington County)

(435) 414-2700

(435) 652-9490 Fax

VIRGINIA

RTC FEIN: 46-3282023

Rush Truck Center, Chester

DUNS #07-916-9964

1521 West Hundred Road

Chester, VA 23836 (Chesterfield County)

(804) 414-3200

(804) 414-0219 Fax

Rush Truck Center, Fredericksburg

DUNS #07-916-9956

3400 Lee Hill Drive

Fredericksburg, VA 22408 (Spotsylvania County)

(540) 735-3600

(540) 735-3649 Fax

Rush Truck Center, Richmond

DUNS #07-916-9952

11525 North Lakeridge Parkway

Ashland, VA 23005 (Hanover County)

(804) 309-4500

(804) 309-4595 Fax



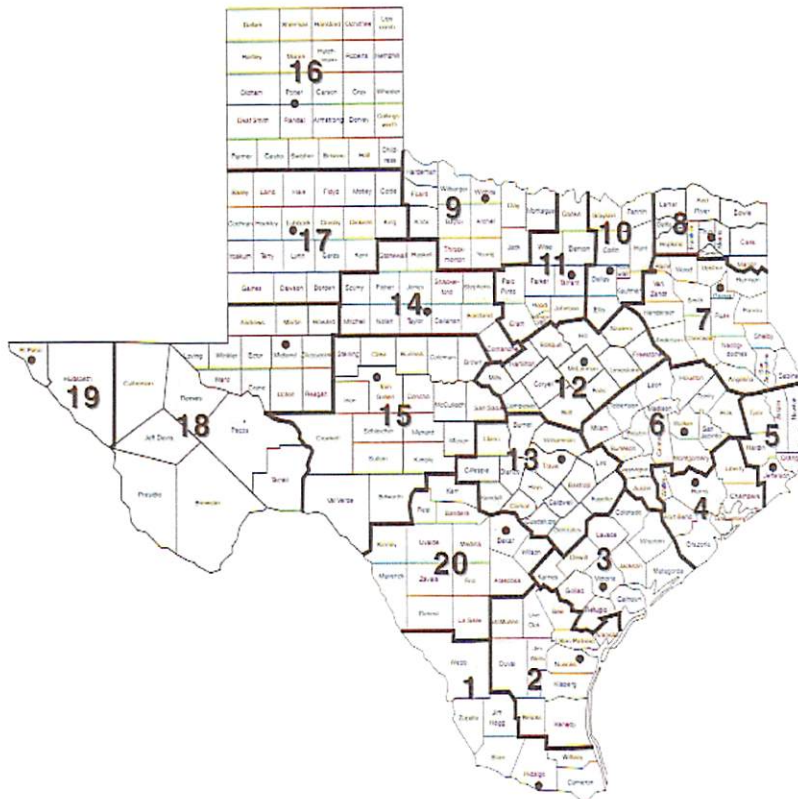
12007 Research Boulevard • Austin, Texas 78759-2439
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TEXAS REGIONAL SERVICE DESIGNATION

Unless you designate otherwise on this form, you agree to service members of The Local Government Purchasing Cooperative statewide!

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers



- ☒ I will service Texas Cooperative members statewide.
- ☐ I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

Region	Headquarters
☐ 1	Edinburg
☐ 2	Corpus Christi
☐ 3	Victoria
☐ 4	Houston
☐ 5	Beaumont
☐ 6	Huntsville
☐ 7	Kilgore
☐ 8	Mount Pleasant
☐ 9	Wichita Falls
☐ 10	Richardson
☐ 11	Fort Worth
☐ 12	Waco
☐ 13	Austin
☐ 14	Abilene
☐ 15	San Angelo
☐ 16	Amarillo
☐ 17	Lubbock
☐ 18	Midland
☐ 19	El Paso
☐ 20	San Antonio

Rush Truck Centers of Texas, LP

Company Name

X

Signature of Authorized Company Official

Steve Taylor

Printed Name

- ☐ I will not service members of the Texas Cooperative.



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STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

☒ I will service all states in the United States.

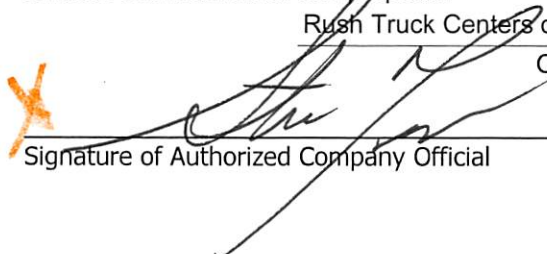
☐ I will not service all states in the United States. I will service only the states checked below:

- | | |
|--|---|
| ☐ Alabama | ☐ Nebraska |
| ☐ Alaska | ☐ Nevada |
| ☐ Arizona | ☐ New Hampshire |
| ☐ Arkansas | ☐ New Jersey |
| ☐ California (Public Contract Code 20118 & 20652) | ☐ New Mexico |
| ☐ Colorado | ☐ New York |
| ☐ Connecticut | ☐ North Carolina |
| ☐ Delaware | ☐ North Dakota |
| ☐ District of Columbia | ☐ Ohio |
| ☐ Florida | ☐ Oklahoma |
| ☐ Georgia | ☐ Oregon |
| ☐ Hawaii | ☐ Pennsylvania |
| ☐ Idaho | ☐ Rhode Island |
| ☐ Illinois | ☐ South Carolina |
| ☐ Indiana | ☐ South Dakota |
| ☐ Iowa | ☐ Tennessee |
| ☐ Kansas | ☐ Texas |
| ☐ Kentucky | ☐ Utah |
| ☐ Louisiana | ☐ Vermont |
| ☐ Maine | ☐ Virginia |
| ☐ Maryland | ☐ Washington |
| ☐ Massachusetts | ☐ West Virginia |
| ☐ Michigan | ☐ Wisconsin |
| ☐ Minnesota | ☐ Wyoming |
| ☐ Mississippi | |
| ☐ Missouri | |
| ☐ Montana | |

This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

Rush Truck Centers of Texas, LP

Company Name


Signature of Authorized Company Official

Steve Taylor

Printed Name



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NAVISTAR

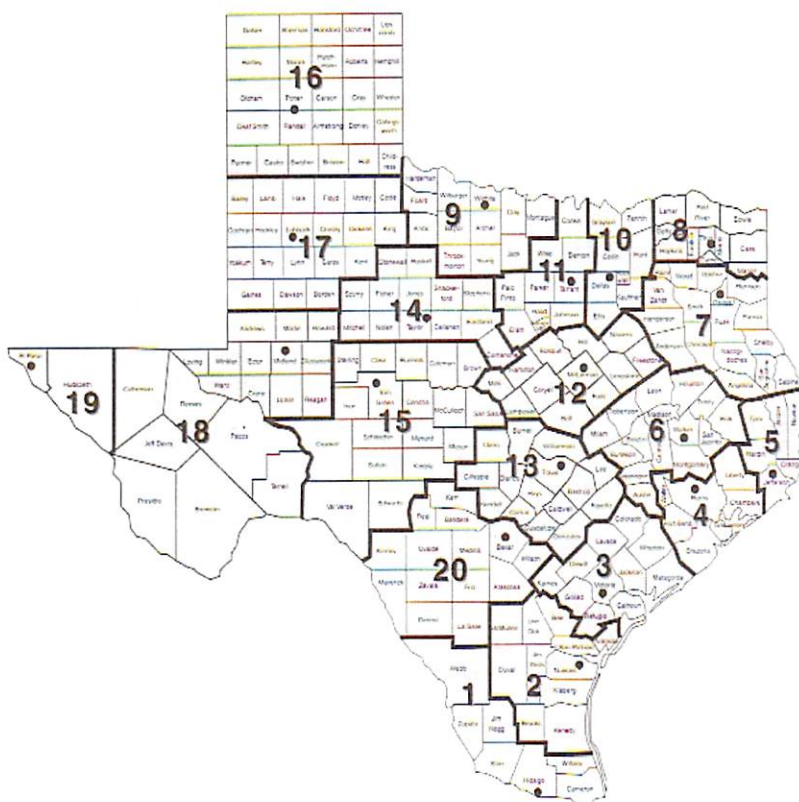
TEXAS REGIONAL SERVICE DESIGNATION

ONLY

Unless you designate otherwise on this form, you agree to service members of The Local Government Purchasing Cooperative statewide!

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers



- ☐ I will service Texas Cooperative members statewide.
- ☐ I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

Region Headquarters

- | | | |
|--------------------------|----|----------------|
| ☐ | 1 | Edinburg |
| ☐ | 2 | Corpus Christi |
| ☐ | 3 | Victoria |
| ☐ | 4 | Houston |
| ☐ | 5 | Beaumont |
| ☐ | 6 | Huntsville |
| ☐ | 7 | Kilgore |
| ☐ | 8 | Mount Pleasant |
| ☐ | 9 | Wichita Falls |
| ☐ | 10 | Richardson |
| ☐ | 11 | Fort Worth |
| ☐ | 12 | Waco |
| ☐ | 13 | Austin |
| ☐ | 14 | Abilene |
| ☐ | 15 | San Angelo |
| ☐ | 16 | Amarillo |
| ☐ | 17 | Lubbock |
| ☐ | 18 | Midland |
| ☐ | 19 | El Paso |
| ☐ | 20 | San Antonio |

Rush Truck Centers of Indiana, Inc

Company Name

X

Signature of Authorized Company Official

Steve Taylor

Printed Name

- ☒ I will not service members of the Texas Cooperative.



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STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

NAVISTAR ONLY

☐ I will service all states in the United States.

☒ I will not service all states in the United States. I will service only the states checked below:

- | | |
|---|--|
| ☒ Alabama | ☒ Nebraska |
| ☒ Alaska | ☒ Nevada |
| ☒ Arizona | ☒ New Hampshire |
| ☒ Arkansas | ☒ New Jersey |
| ☒ California (Public Contract Code 20118 & 20652) | ☒ New Mexico |
| ☒ Colorado | ☒ New York |
| ☒ Connecticut | ☒ North Carolina |
| ☒ Delaware | ☒ North Dakota |
| ☒ District of Columbia | ☒ Ohio |
| ☒ Florida | ☒ Oklahoma |
| ☒ Georgia | ☒ Oregon |
| ☒ Hawaii | ☒ Pennsylvania |
| ☒ Idaho | ☒ Rhode Island |
| ☒ Illinois | ☒ South Carolina |
| ☒ Indiana | ☒ South Dakota |
| ☒ Iowa | ☒ Tennessee |
| ☒ Kansas | ☐ Texas |
| ☒ Kentucky | ☒ Utah |
| ☒ Louisiana | ☒ Vermont |
| ☒ Maine | ☒ Virginia |
| ☒ Maryland | ☒ Washington |
| ☒ Massachusetts | ☒ West Virginia |
| ☒ Michigan | ☒ Wisconsin |
| ☒ Minnesota | ☒ Wyoming |
| ☒ Mississippi | |
| ☒ Missouri | |
| ☒ Montana | |

This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

Rush Truck Centers of Indiana, Inc.

Company Name

X

Signature of Authorized Company Official

Steve Taylor

Printed Name



Indiana Secretary of State Dealer License Certificate

THIS LICENSE MUST BE DISPLAYED CONSPICUOUSLY.
THIS LICENSE IS NOT TRANSFERRABLE
THIS LICENSE IS VOID IF ALTERED

The licensee named below is authorized to engage in the business activity indicated by the license type at the location listed below:

LICENSE TYPE MOTOR VEHICLE DEALER NEW	ISSUE DATE 8/19/2015	EXP DATE 9/30/2016
INSURANCE COMPANY INSURANCE CO OF THE STATE OF PA	POLICY NUMBER CA381 49 11	
DEALER NAME AND ADDRESS RUSH TRUCK CENTER- INDIANAPOLIS 1325 W THOMPSON ROAD INDIANAPOLIS, IN 46217	INSURANCE EXP DATE ON FILE	
OWNER NAME WILLIAM MAURICE RUSH	COUNTY MARION	
	DEALER # 1400013	LICENSE FEE 30.00
SIGNATURE OF SECRETARY OF STATE <i>Corrie Hanson</i>		



THIS AGREEMENT, entered into this _____ day of _____, 2014

to be effective the _____ day of _____, 2014

(hereinafter referred to as "Agreement")

between **NAVISTAR, INC.**

with its Central Dealer Administration located at

2701 Navistar Drive, Lisle, IL 60532
(hereinafter referred to as "Company"),

and

Rush Truck Centers of Indiana, Inc.

A Delaware Corporation

(State whether an individual, partnership, corporation, or limited liability company. If a corporation, show name of state in which incorporated. If a partnership, state names of partners.)

with a retail establishment for the sale of the goods covered by this Agreement at

1325 W Thompson Rd	Indianapolis	Marion	IN	46217
1116 West County Rd	Brazil	Clay	IN	47834
1440 Texas St	Gary	Lake	IN	46402
(Street Address)	(Town)	County	State	Zip Code

(hereinafter referred to as the "Dealer").

When used in the Agreement, the following terms shall have the following meanings:

- (i) Central Dealer Administration (hereinafter referred to as "CDA") refers to Company's office responsible for the implementation and administration of the Agreement.
- (ii) Dealer Central refers to Company's office responsible for sales to Dealers of goods of the type covered by the Agreement in the Trade Area where the Dealer's retail establishment is located.
- (iii) Dealer Central Management refers to the Regional Dealer Sales Manager or National Sales Manager or to persons holding, as may be announced by Company from time to time, positions of similar responsibility, whether or not such persons operate out of Dealer Central.
- (iv) Trade Area refers to the non-exclusive geographical area which may be assigned to the Dealer by Company, and changed by Company from time to time, considered as the Dealer's primary area of responsibility for the sales of goods covered by the Agreement.

Company may request, and Dealer agrees to provide, any and all supporting documents relating to the sale which Company may require to assess the bona fides of the offer. Refusal to provide such documentation in a timely manner, or to state that no such document exists when it does exist, shall create the presumption that the offer is not a bona fide offer and good cause for Company to withhold approval of sale.

Dealer agrees that Company shall have the right to assign its right to exercise its right of first refusal to any third party it may select, and Company hereby guarantees the full payment of the purchase price by such assignee.

Approval of Agreement

36. The Agreement shall become effective as of the date it is stated in the heading of the Agreement to be effective when it is fully executed by the parties, approved in writing thereon by CDA, and when a copy so executed and approved is delivered to the Dealer.

In witness thereof, the parties hereto have executed the Agreement in triplicate.

DEALER

Firm Name: Rush Truck Centers of Indiana, Inc.

By: _____

Derrek Weaver

Official Capacity or Title Assistant Secretary

NAVISTAR, INC.

By: _____

Thomas A. Mariani
Thomas A. Mariani, Vice President, Dealer Operations

Date: 1/22/14

Credit Approval: _____

Kevin McLaughlin
(Finance Sales)

Approved this _____

22nd

day of _____

January

, 2014

By: _____

Paul W. Gough
(Dealer Administration)



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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.



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6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

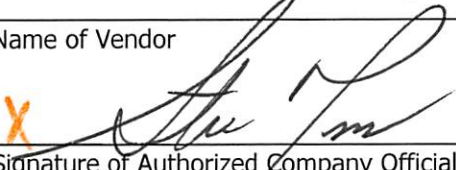
7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Rush Truck Centers of Texas, LP

Name of Vendor

X 
Signature of Authorized Company Official

8/25/2016

Date

521-16

Proposal Invitation Number

Steve Taylor

Printed Name of Authorized Company Official



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FEDERAL AND STATE / PURCHASING COOPERATIVE DISCOUNT COMPARISON FORM

The Cooperative strives to provide its members with the best services and products at the best prices available. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with prices/discounts you offer federal and state entities and other interlocal purchasing cooperatives (collectively referred to as "purchasing cooperative" in this form). Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 5,000,000 .00 (The period of the 12 month period is 01/01/2015 / 12/31/2015). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. Based on your written discounting policies are the discounts you offer the Cooperative equal to or better than the best price you offer other purchasing cooperatives acquiring the same items regardless of quantity or terms and conditions?

YES ☒ NO ☐

3. Based on your written discounting policies, provide the information requested below for other purchasing cooperatives, either in the chart below or in an equivalent format. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	DISCOUNT (%)	QUANTITY/VOLUME	FOB TERM
1. Federal General Services Adm.			
2. T-PASS			
3. U.S. Communities Purchasing Alliance			
4. The Cooperative Purchasing Network			
5. Houston-Galveston Area Council	10%	40 Units / \$5,000,000	1 year / 2yr renewals
6. Other			

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 10 **Proposed Discount (%)**: 15

Explanation: Adjusting for the OEM pricing increase

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Rush Truck Centers of Texas, LP

Company Name

Steve Taylor

Printed Name


Signature of Authorized Company Official

FORM L

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GOVERNMENTAL REFERENCES AND PRICE/DISCOUNT INFORMATION

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Discount	Quantity/ Volume	FOB Term
1. City of Austin	Richard McHale	512-974-4301	10%	1,500,000	Annual
2. City of Dallas	Israel Blanco	214-670-4483	12%	3,200,000	Annual
3. City of El Paso	Edel Romero	915-621-6830	8%	750,000	Annual
4. City of Las Cruces	Klaus Kremmer	575-528-3532	10%	1,200,000	Annual
5. City of San Antonio	LD Mcgarity	210-207-2078	8%	1,000,000	Annual

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? **YES** ☐ **NO** ☒ If YES, please explain:

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

Rush Truck Centers of Texas, LP

Company Name


Signature of Authorized Company Official

Steve Taylor

Printed Name



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MARKETING STRATEGY

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: How your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)*

Attach additional pages if necessary.

Rush Truck Center is more than a dealer network, we will be your members premier solutions provider.

We have a very diverse marketing team and will implement a very aggressive marketing strategy. This will consist of interactive advertising,

email campaigns, conferences, as well as face to face visits by all of our stores to your members coast to coast.

With over 100 locations, no one can match our networks reach and scale. We will offer your members an integrated, one-stop approach to the service and sales of new heavy, medium, and light duty trucks.

Since 1965 we have earned our reputation for excellence, fairness, positive attitude and solutions that exceed our customers expectations. That's why we can say with confidence;

when it comes to transportation solutions, no other vendor can offer your members more!

Rush Truck Centers of Texas, LP

Company Name

X

Signature of Authorized Company Official

Steve Taylor

Printed Name



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CONFIDENTIAL/PROPRIETARY INFORMATION FORM

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

☒

NO, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐

YES, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

(Attach additional sheets if needed.)



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B. Copyright Information

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:

☒ **NO**, Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES**, Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: _____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Rush Truck Centers of Texas, LP

Company Name

X

Signature of Authorized Company Official

Steve Taylor

Printed Name

8/25/2016

Date



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VENDOR BUSINESS NAME FORM

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: Rush Truck Centers of Texas, LP

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (✓) one of the following:

Type of Business:

Individual/Sole Proprietor _____
Corporation _____
Limited Liability Company _____
Partnership _____
Other X

If other, identify RTC Texas is a Texas Limited Partnership

State of Incorporation (if applicable): _____

Federal Employer Identification Number: 74-2786264

(Vendor must include a completed IRS W-9 form with their proposal)

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Rush Truck Centers of Texas, LP

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.

Rush Truck Centers of Texas, LP

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
☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ 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.
☐ Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) **5**

Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

PO Box 34630

6 City, state, and ZIP code

San Antonio TX 78265-4630

Requester's name and address (optional)

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

____ - ____ - ____

or

Employer identification number

7 4 - 2 7 8 6 2 6 4

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ▶

Will Frey

Date ▶

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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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
4. 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.

NAVISTAR
ONLY



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VENDOR BUSINESS NAME FORM

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: Rush Truck Centers of Indiana, Inc

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (✓) one of the following:

Type of Business:

Individual/Sole Proprietor

 X

Corporation

Limited Liability Company

Partnership

Other

If other, identify _____

State of Incorporation (if applicable): _____

Federal Employer Identification Number: 46-3704282

(Vendor must include a completed IRS W-9 form with their proposal)

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Rush Truck Centers of Texas, LP

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
Rush Truck Centers of Indiana, Inc

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
☐ Other (see instructions) ▶ _____

Exemptions (see instructions):
Exempt payee code (if any) **5**
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
PO Box 34630
City, state, and ZIP code
San Antonio, TX 78265

Requester's name and address (optional)

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 the "Name" line to avoid backup withholding. For individuals, this is 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 chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				

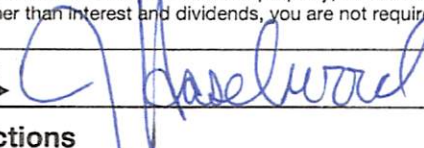
Employer identification number								
4	6	-	3	7	0	4	2	8

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 11/1/13
------------------	---	----------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 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.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



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EDGAR VENDOR CERTIFICATION FORM **(2 CFR Part 200 and Appendix II)**

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity.

By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Vendor Certification, Item 1 (Vendor Violation or Breach of Contract Terms)

☒ **YES, I agree to the above.** (Initial: ST.)

☐ **NO, I do NOT agree to the above.** (Initial: _____)



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2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.

Vendor Certification, Item 2 (Termination for Cause or Convenience):

- ☒ **YES, I agree to the above.** (Initial: ST)
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Vendor Certification, Item 3 (Equal Employment Opportunity):

- ☒ **YES, I agree to the above.** (Initial: ST)
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-



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4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Vendor Certification, Item 4 (Davis-Bacon Act):

- ☒ YES, I agree to the above. (Initial: ST)
- ☐ NO, I do **NOT** agree to the above. (Initial: _____)
-

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Vendor Certification, Item 5 (Contract Work Hours and Safety Standards Act):

- ☒ YES, I agree to the above. (Initial: ST)
- ☐ NO, I do **NOT** agree to the above. (Initial: _____)
-



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6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

Vendor Certification, Item 6 (Right to Inventions Made Under a Contract or Agreement):

- ☒ **YES, I agree to the above.** (Initial: ST)
☐ **NO, I do NOT agree to the above.** (Initial: ____)
-

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Vendor Certification, Item 7 (Clean Air Act and Federal Water Pollution Control Act):

- ☒ **YES, I agree to the above.** (Initial: ST)
☐ **NO, I do NOT agree to the above.** (Initial: ____)
-

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.



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Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor Certification, Item 8 (Debarment and Suspension):

- ☒ **YES, I agree / certify to the above.** (Initial: S.T.)
☐ **NO, I do NOT agree / certify to the above.** (Initial: ____)
-

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Vendor Certification, Item 9 (Byrd Anti-Lobbying Amendment):

- ☒ **YES, I agree to the above.** (Initial: S.T.)
☐ **NO, I do NOT agree to the above.** (Initial: ____)
-

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



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Vendor Certification, Item 10 (Procurement of Recovered Materials):

- ☒ **YES, I agree to the above.** (Initial: ST)
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a Cooperative member may be required to negotiate profit as a separate element of the price. *See*, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Vendor Certification, Item 11 (Profit as Separate Element of Price):

- ☒ **YES, I agree to the above.** (Initial: ST)
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-

12. General Compliance and Cooperation with Cooperative Members

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification, Item 12 (General Compliance and Cooperation with Cooperative Members):

- ☒ **YES, I agree to the above.** (Initial: ST)
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Rush Truck Centers of Texas, LP

Company Name

Signature of Authorized Company Official

Printed Name



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REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

- ☒ Completed: **Proposer's Agreement and Signature** (Form A)
- ☒ Completed: **Vendor Purchase Order, Request for Quotes, and Invoice Receipt Options** (Form B)
- ☒ Completed: **Felony Conviction Disclosure and Debarment Certification** (Form C)
- ☒ Completed: **Resident/Nonresident Certification** (Form D)
- ☒ Completed: **Historically Underutilized Business (HUB) Certification** (Form E)
- ☒ Completed: **Affirmation Regarding Construction Related Goods and Services** (Form F)
- ☒ Completed: **Deviation/Compliance Signature Form** (Form G)
- ☒ Completed: **Dealership Listings** (Form H)
- ☒ Completed: **Texas Regional Service Designation** (Form I)
- ☒ Completed: **State Service Designation** (Form J)
- ☒ Completed: **National Purchasing Cooperative Vendor Award Agreement** (Form K)
- ☒ Completed: **Federal and State/Purchasing Cooperative Discount Comparison Form** (Form L)
- ☒ Completed: **Governmental References and Price/Discount Information** (Form M)
- ☒ Completed: **Marketing Strategy** (Form N)
- ☒ Completed: **Confidential/Proprietary Information Form** (Form O)
- ☒ Completed: **Vendor Business Name Form with IRS Form W-9** (Form P)
- ☒ Completed: **EDGAR Vendor Certification Form** (Form Q)
- ☒ Completed: **Forms Checklist** (Form R)
- ☒ Completed: **Proposal Specification Form with Catalogs/Pricelists** (Form S), **Manufacturer Authorization Letters, Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Applicable Dealer License and Options List.**
**Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (*i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.*) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles. Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Ford Model Vehicles

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
116	Ford Taurus SE (P2D)	Full Size Sedan	Taurus SE Sedan (P2D) - Taurus SE Trim Package, 3.5L V6 engine, complete with all manufacturer's standard equipment.	\$ <u>No Bid</u>	N/A	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
117	Ford Fusion S (P0G)	Mid Size Sedan	Fusion S Sedan (P0G) - Fusion S Trim Package, 2.5L I4 engine, complete with all manufacturer's standard equipment.	\$ <u>No Bid</u>	N/A	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

- * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
118	Ford Fiesta S (P4A)	Compact Sedan	Fiesta S Sedan (P4A) - Fiesta S trim package; 1.6L I4 engine, complete with all manufacturer's standard equipment.	\$ <u>No Bid</u>	N/A	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
119	Ford Mustang (P8A)	Coupe	Ford Mustang V6 (P8A) - Two door, 3.7L V6 engine, complete with all manufacturer's standard equipment.	\$ <u>No Bid</u>	N/A	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
120	Ford Focus S (P3E)	Compact Sedan	Focus S Sedan (P3E) - Focus S Trim Package, 2.0L I4, complete with all manufacturer's standard equipment.	\$ <u>No Bid</u>	N/A	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
121	Ford C-Max Hybrid (P5A)	Compact Sedan	C-Max Hybrid Sedan (C-Max P5A) - Hybrid, 5 door, 2.0L I4 engine, complete with all manufacturer's standard equipment.	\$ <u>No Bid</u>	N/A	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.

Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
122	Ford C-Max Energi (P5C)	Compact Sedan	C-Max Energi Sedan (C-Max P5C) - Plug in hybrid, 5 door, 2.0L I4 engine, complete with all manufacturer's standard equipment.	\$ No Bid	N/A	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
123	Ford Police Interceptor AWD (P2M)	Law Enforcement Sedan AWD	Police Interceptor Sedan (P2M) - AWD, Four door, 3.7L V6 engine complete with all manufacturer's standard equipment.	\$ No Bid	N/A	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
124	Ford Police Interceptor Sport Utility AWD (K8A)	Law Enforcement Sport Utility AWD	Police Interceptor Sport Utility (K8A) - AWD, 3.7L V6 engine complete with all manufacturer's standard equipment.	\$ No Bid	N/A	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

- * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
125	Ford Expedition Special Services Package (U1F-102A)	Law Enforcement Sport Utility, Full Size	Expedition SSV Utility (U1F-102A) - 5.4L V8 engine, complete with all manufacturer's standard equipment.	\$ No Bid	N/A	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
126	Ford Explorer (K7B)	Sport Utility	Explorer Base Sport Utility (K7B) - Explorer base package; 3.5L V6 engine, complete with all manufacturer's standard equipment.	\$ No Bid	N/A	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
127	Ford Expedition XL (U1F-100A)	Sport Utility	Expedition XL Sport Utility (U1F-100A) - Expedition XL Trim Package, 5.4L V8 engine, complete with all manufacturer's standard equipment.	\$ No Bid	N/A	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
128	Ford Expedition XL Extended Length (K1F-100A)	Sport Utility, Extended Length	Expedition EL Sport Utility (K1F-100A) - Expedition XL Extended length trim package, 5.4L V8 engine, complete with all manufacturer's standard equipment.	\$ No Bid	N/A	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.

Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
129	Ford Expedition Special Services Package Extended Length (K1F-102A)	Law Enforcement Sport Utility, Extended Length	Expedition SSV Extended Length Utility (K1F-102A) - Expedition SSV Extended length trim package, 5.4L V8 engine, complete with all manufacturer's standard equipment.	\$ No Bid	N/A	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
130	Ford Escape S (U0F)	Sport Utility	Escape Sport Utility (U0F) - Escape S Trim Package, 2.5L I4 engine, complete with all manufacturer's standard equipment.	\$ No Bid	N/A	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
131	Ford Edge SE (K3G)	Crossover Sport Utility	Edge Crossover Sport Utility (K3G) - Edge SE Trim Package, four door, 3.5L V6 engine, complete with all manufacturer's standard equipment.	\$ No Bid	N/A	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

- * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.

Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
132	Ford Flex (K5B)	Crossover Sport Utility	Flex Crossover (K5B) - Four door, 3.5L V6, complete with all manufacturer's standard equipment.	\$ <u>No Bid</u>	N/A	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
133	Ford F150, Regular Cab (F1C)	Full Size Pickup	F-150 Pickup, Regular Cab (F1C) - F-150, 1/2 ton, regular cab, 4x2, 6.5' Bed, 3.7L V6, complete with all manufacturer's standard equipment.	\$ <u>16,600</u>	Ford F1C	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
134	Ford F150, Regular Cab, CNG/LPG	Full Size Pickup	F-150 Pickup, Regular Cab CNG/LPG - F-150, 1/2 ton, regular cab, 4x2, 6.5' Bed, 3.7L V6, complete with all manufacturer's standard equipment.	\$ <u>16,900</u>	Ford F1C to included gaseous prep	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
135	Ford F250, Regular Cab (F2A)	Full Size Pickup	F-250 Pickup, Regular Cab (F2A) - F-250, 3/4 ton, regular cab, 4x2, 8' Bed, 6.2L V8 engine, automatic transmission, complete with all manufacturer's standard equipment.	\$ <u>19,000</u>	Ford F2A	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
136	Ford F350 SRW, Regular Cab (F3A)	Full Size Pickup	F-350 Pickup, Regular Cab (F3A) - F-350, 1 ton, Regular Cab, 4x2 SRW, 8' Bed, 6.2L V8 engine, automatic transmission, complete with all manufacturer's standard equipment.	\$ <u>21,300</u>	Ford F3A	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

- * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
137	Ford F350 SRW, Chassis Cab (F3E)	Chassis Cab	F-350 Chassis Cab (F3E) - F-350, Regular Cab Chassis, SRW, 6.2L V8 engine, automatic transmission, 145" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>24,586</u>	Ford F3E	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
138	Ford F450 DRW, Chassis Cab (F4G)	Chassis Cab	F-450 Chassis Cab (F4G) - F-450, Regular Cab Chassis, DRW, 6.8L V10 engine, automatic transmission, 145" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>29,750</u>	Ford F4G	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
139	Ford F550 DRW, Chassis Cab (F5G)	Chassis Cab	F-550 Chassis Cab (F5G) - F-550, Regular Cab Chassis, DRW, 6.8L V10, automatic transmission, 145" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>30,600</u>	Ford F5G	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
140	Ford F650 Regular Cab Gas (F6A)	Chassis Cab	F-650 Chassis Cab (F6A) - F-650, Regular Cab, 6.8L V10 engine, 158" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>37,800</u>	Ford F6A	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
141	Ford F750 Regular Cab Gas (F7A)	Chassis Cab	F-750 Chassis Cab (F7A) - F-750, Regular Cab, 6.8L V10 engine, 158" wheelbase, complete with all manufacturer's standard equipment.	\$ 38,100	Ford F7A	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
142	Ford F650 Regular Cab Diesel (F6D)	Chassis Cab	F-650 Chassis Cab (F6D) - F-650, Regular Cab, 6.7L V8 PowerStroke Diesel engine, 158" wheelbase, complete with all manufacturer's standard equipment.	\$ 50,836	Ford F6D	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
143	Ford F750 Regular Cab Diesel (F7D)	Chassis Cab	F-750 Chassis Cab (F7A) - F-750, Regular Cab, 6.7L V8 PowerStroke Diesel engine, 158" wheelbase, complete with all manufacturer's standard equipment.	\$ 46,200	Ford F7D	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
144	Ford Transit Connect Wagon (S9E)	Wagon	Transit Connect Wagon (S9E) - Transit Connect Wagon, 2.5L I4 engine, complete with all manufacturer's standard equipment.	\$ 20,050	Ford Transit S9E	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
145	Ford Transit Connect Van (S6E)	Cargo Van	Transit Connect Cargo Van (S6E) - Transit Connect Van, 2.5L I4 engine, complete with all manufacturer's standard equipment.	\$ 17,650	Ford Transit S6E	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
146	Ford Transit 150, Passenger Van (E1C)	Cargo Van	T-150 Transit Cargo Van (E1C) - T150 Medium Roof Van, 3.7L V6 engine, 8600lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.	\$ 20,860	Ford Transit E1C	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
147	Ford Transit 250, Passenger Van (R1C)	Cargo Van	T-250 Transit Cargo Van (R1C) - T250 Medium Roof Van, 3.7L V6 engine, 9000lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.	\$ 21,715	Ford Transit R1C	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
148	Ford Transit 350, Passenger Van (W9C)	Cargo Van	T-350 Transit Cargo Van (W9C) - T350 Medium Roof Van, 3.7L V6 engine, 9500lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.	\$ 22,815	Ford Transit W9C	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
149	Ford Transit 150, Passenger Van (K1C)	Passenger Van	T-150 Transit Passenger Van (E1B) - T150 Van, Seating for 8/10, 3.7L V6 engine, 8550lbs GVWR, complete with all manufacturer's standard equipment.	\$ <u>23,870</u>	Ford Transit K1C	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
150	Ford Transit 350, Passenger Van (X2C)	Passenger Van	T-350 Transit Passenger Van (X2C) - T350 Van, Seating for 12/15, 3.7L V6 engine, 9000lbs-9250lbs GVWR, 148" Wheelbase, complete with all manufacturer's standard equipment.	\$ <u>28,300</u>	Ford Transit X2C	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
151	Ford Transit 250 Cutaway (R5P)	Cutaway	T-250 Transit Cutaway Chassis (R5P) - T-250 Chassis, 3.7L V6 engine, 9000lbs GVWR, complete with all manufacturer's standard equipment.	\$ <u>17,380</u>	Ford Transit R5P	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
152	Ford Transit 250 Chassis Cab (R5Z)	Chassis Cab	T-250 Transit Cutaway Chassis Cab (R5Z) - T-250 Chassis Cab, 3.7L V6 engine, 9000lbs GVWR, complete with all manufacturer's standard equipment.	\$ <u>17,880</u>	Ford Transit R5Z	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
153	Ford E-350 Cutaway (E3F)	Cutaway Chassis	E-350 Cutaway Van Chassis (E3F) - 6.8L V10 engine, SRW, 138" wheelbase, 10050lbs GVWR, complete with all manufacturer's standard equipment.	\$ <u>24,100</u>	Ford E3F	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
154	Ford E-350 Stripped Chassis (E3K)	Stripped Chassis	E-350 Stripped Chassis - 6.8L V10 engine, DRW, 138" wheelbase, 11500lbs GVWR, complete with all manufacturer's standard equipment.	\$ <u>22,920</u>	Ford E3K	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
155	Ford E-450 Cutaway (E4F)	Cutaway Chassis	E-450 Cutaway Chassis Cab (E4F) - 6.8L V10, DRW, 158" wheelbase, 14,000lbs GVWR, complete with all manufacturer's standard equipment.	\$ <u>19,400</u>	Ford E4F	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
156	Ford E-450 Stripped Chassis (E4K)	Stripped Chassis	E-450 Stripped Chassis (E4K) - 6.8L V10, DRW, 158" wheelbase, 14,500lbs GVWR, complete with all manufacturer's standard equipment.	\$ <u>21,350</u>	Ford E4K	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Section II: Ford Model Vehicles OPTIONS and EQUIPMENT- Options will be selected by the Cooperative member at the time of order. A COMPLETE LIST OF ALL OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!

Item No.	Specified Brand or Equal	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vehicle Options
157	Original Equipment Manufacturer (OEM) Options	Discount (%) off Original Equipment Manufacturer (OEM) Options	Discount (%) off all Original Equipment Manufacturer (OEM) Options.	10 %	All OEM Options listed on attached list have 10% included	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
158	Third Party (not OEM) and Unpublished Options	Discount (%) off Third Party (not OEM) and Unpublished Options	Discount (%) off Third Party (not OEM) and Unpublished Options and Equipment.	10 %	All options listed on attached list have 10% included	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
159	Program Vehicles	Discount (%) off Program Vehicles (Lease and/or Pre-Owned)	Discount (%) off for all Program Vehicles (Lease and/or Pre-Owned).	0 %	N/A	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vehicle Options
160	Original Equipment Manufacturer (OEM) Parts	Discount (%) off OEM Parts	Discount (%) off Original Equipment Manufacturer (OEM) Parts.	10 %	Any OEM or Non OEM Part from a Rush Truck Center	
161	Floor Plan Insurance	Discount (%) off Floor Plan Insurance	Discount (%) off Floor Plan Insurance (dealer inventory vehicles and upfitting vehicles).	10 %	Pricing on attached options list includes discounted amount.	
162	Lot Insurance	Discount (%) off Lot Insurance	Discount (%) off Lot Insurance (dealer inventory vehicles and upfitting vehicles).	10 %	Pricing on attached options list includes discounted amount.	

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vehicle Options
163	Extended Service Maintenance Agreements.	Discount (%) off Extended Service Maintenance Agreements.	Discount (%) off Extended Service Maintenance Agreements.	10 %	Ford or Rush Service Care	
Section III: FORD MODEL VEHICLES HOURLY LABOR RATE FOR REPAIR/SERVICE OF VEHICLES AND DELIVERY FEES						
Item No.	Specified Brand or Equal	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
164	Repair/Service	Not to Exceed Hourly Labor Rate for Repair/Service	Hourly Labor Rate for Repair/Service of Vehicle - State the Not to Exceed hourly labor rate for Installation/Repair Service.	\$ 110	Rush Truck Centers	Doesn't included mobile tech labor or CVS locations
165	Delivery Fees	Per Mile Delivery Fee for Vehicles	Per Mile Delivery Fee for Vehicles - State the per mile delivery fee for Vehicles.	\$ 1.75 /Per Mile	Rush Truck Centers	

PROPOSAL NOTE:

- * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (*i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.*) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles. Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: International Model Vehicles

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
215	International	International WorkStar 7400 4x4	International WorkStar 7400 4x4 - Class 7, Cummins ISL 260 hp, 10,000 front axle, 17,500 rear axle, air brakes, complete with all mfg. standard equipment	\$ <u>87,417</u>	International 7400	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
216	International	International WorkStar 7500 6x4	International WorkStar 7500 6x4 - Class 8, Navistar N10- 310 HP, 10 speed manual trans, 12,000 front axle, 40,000 rear axle, air brakes, complete with all manufacturer's standard equipment.	\$ <u>77,252</u>	International 7500	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

- * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
217	International	International DuraStar 4300 4x2	International DuraStar 4300 4x2 - Class 6, Cummins ISB 200 HP, 6-speed manual transmission, 8,000# front axle, 15,500 rear axle, hydraulic brakes, complete with all manufacturer's standard equipment.	\$ <u>52,920</u>	International 4300	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
218	International	International HX515 6x4	International HX515 6x4 - Chassis class 8, Navistar N13 370 hp, 10 speed, 12,000# front axle, 40,000# rear axle with all mfg standard equipment	\$ <u>97,400</u>	International HX515	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
219	International	International WorkStar 7300 4x2	International WorkStar 7300 4x2 - Class 7, Cummins ISB 200 hp, 6-speed manual transmission, 10,000# front axle, 17,500 rear axle, air brakes, complete with all manufacturer's standard equipment.	\$ <u>56,920</u>	International 7300	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
220	International	International WorkStar 7300 4x4	International WorkStar 7300 4x4 - Class 7, Cummins ISB 200 HP 6-speed manual transmission, 10,000# front axle, 17,500 rear axle, air brakes, complete with all manufacturer's standard equipment .	\$ <u>80,400</u>	International 7300	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
221	International	International DuraStar 4400 6X4	International DuraStar 4400 6X4 - Class 8, Cummins ISL 260 hp,, 6-speed manual transmission, 10,000# front axle, 34,000 tandem rear axle, air brakes, complete with all manufacturer's standard equipment .	\$ <u>66,450</u>	International 4400	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
222	International	International HX620 6x4	International HX620 6X4 - Class 8, Cummins ISX 455 hp, 10-speed manual transmission, 13,200# front axle, 40,000 tandem rear axle, air brakes, complete with all manufacturer's standard equipment.	\$ <u>102,575</u>	International HX620	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
223	International	International Prostar 113 4x2	International Prostar 113 4x2 -Navistar N13 - 370 HP 10-speed manual transmission, 12000# front axle, 23,000 tandem rear axle, air brakes, tractor package, complete with all manufacturer's standard equipment.	\$ <u>82,842</u>	International Prostar 113	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.

Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
224	International	International WorkStar 7400 4x2	International WorkStar 7400 4x2 - Class 7, Cummins ISL 260 HP, 6-speed manual transmission, 10000# front axle, 17,500 rear axle, air brakes, complete with all manufacturer's standard equipment.	\$ <u>64,300</u>	International 7400 4X2	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
225	International	International WorkStar 7400 6X4	International WorkStar 7400 6X4 - Class 8, Cummins ISL, 260hp, 6-speed manual transmission, 12,000# front axle, 34,000 tandem rear axle, air brakes, complete with all manufacturer's standard equipment.	\$ <u>70,615</u>	International 7400 6X4	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
226	International	International WorkStar 7600 4x2	International WorkStar 7600 4x2 - Class 7, Navistar N13 370hp, 10-speed manual transmission, 12000# front axle, 23,000 rear axle, air brakes, complete with all manufacturer's standard equipment.	\$ <u>81,825</u>	International 7600 4x2	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
227	International	International TranStar 8600 4x2	International TranStar 8600 4x2 - Class 8, Navistar N13 370 hp, 10-speed manual transmission, 12,000# front axle, 23,000 rear axle, air brakes, tractor package, complete with all manufacturer's standard equipment.	\$ <u>84,350</u>	International 8600 4x2	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

- * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Section II: International Model Vehicles OPTIONS and EQUIPMENT- Options will be selected by the Cooperative member at the time of order. A COMPLETE LIST OF ALL OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!

Item No.	Specified Brand or Equal	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vehicle Options
228	Original Equipment Manufacturer (OEM) Options	Discount (%) off Original Equipment Manufacturer (OEM) Options	Discount (%) off all Original Equipment Manufacturer (OEM) Options.	10 %	All OEM Options listed on attached list have 10% included	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
229	Third Party (not OEM) and Unpublished Options	Discount (%) off Third Party (not OEM) and Unpublished Options	Discount (%) off Third Party (not OEM) and Unpublished Options and Equipment.	10 %	All options listed on attached list have 10% included	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
230	Program Vehicles	Discount (%) off Program Vehicles (Lease and/or Pre-Owned)	Discount (%) off for all Program Vehicles (Lease and/or Pre-Owned).	0 %	N/A	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vehicle Options
231	Original Equipment Manufacturer (OEM) Parts	Discount (%) off OEM Parts	Discount (%) off Original Equipment Manufacturer (OEM) Parts.	10 %	Any OEM or Non OEM Part from a Rush Truck Center	
232	Floor Plan Insurance	Discount (%) off Floor Plan Insurance	Discount (%) off Floor Plan Insurance (dealer inventory vehicles and upfitting vehicles).	10 %	Pricing on attached options list includes discounted amount.	
233	Lot Insurance	Discount (%) off Lot Insurance	Discount (%) off Lot Insurance (dealer inventory vehicles and upfitting vehicles).	10 %	Pricing on attached options list includes discounted amount.	

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vehicle Options
234	Extended Service Maintenance Agreements.	Discount (%) off Extended Service Maintenance Agreements.	Discount (%) off Extended Service Maintenance Agreements.	10 %	Rush Service Care or OEM	

Section III: INTERNATIONAL MODEL VEHICLES HOURLY LABOR RATE FOR REPAIR/SERVICE OF VEHICLES AND DELIVERY FEES

Item No.	Specified Brand or Equal	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
235	Repair/Service	Not to Exceed Hourly Labor Rate for Repair/Service	Hourly Labor Rate for Repair/Service of Vehicle - State the <u>Not to Exceed</u> hourly labor rate for Installation/Repair Service.	\$ 110	Rush Truck Centers	Doesn't included mobile tech labor or CVS locations
236	Delivery Fees	Per Mile Delivery Fee for Vehicles	Per Mile Delivery Fee for Vehicles - State the per mile delivery fee for Vehicles.	\$ 1.75 /Per Mile	Rush Truck Centers	

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (*i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.*) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles. Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Isuzu Model Vehicles

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
237	Isuzu	Isuzu Cabover	Isuzu Cabover - NPR 12000 GVW , gasoline engine, complete with all manufacturer's standard equipment.	\$ <u>28,207</u>	Isuzu NPR	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
238	Isuzu	Isuzu Cabover	Isuzu Cabover - NPR 14500 GVW , gasoline engine, complete with all manufacturer's standard equipment.	\$ <u>30,048</u>	Isuzu NPR HD	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
239	Isuzu	Isuzu Cabover	Isuzu Cabover - NQR 17950 GVW , complete with all manufacturer's standard equipment.	\$ <u>40,530</u>	Isuzu NQR	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
240	Isuzu	Isuzu Cabover	Isuzu Cabover - NRR 19500 GVW , complete with all manufacturer's standard equipment.	\$ <u>41,800</u>	Isuzu NRR	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

Section II: Isuzu Model Vehicles OPTIONS and EQUIPMENT- Options will be selected by the Cooperative member at the time of order. A COMPLETE LIST OF ALL OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!

Item No.	Specified Brand or Equal	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vehicle Options
241	Original Equipment Manufacturer (OEM) Options	Discount (%) off Original Equipment Manufacturer (OEM) Options	Discount (%) off all Original Equipment Manufacturer (OEM) Options.	<u>10</u> %	All OEM Options listed on attached list have 10% included	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vehicle Options
242	Third Party (not OEM) and Unpublished Options	Discount (%) off Third Party (not OEM) and Unpublished Options	Discount (%) off Third Party (not OEM) and Unpublished Options and Equipment.	10 %	All options listed on attached list have 10% included	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
243	Program Vehicles	Discount (%) off Program Vehicles (Lease and/or Pre-Owned)	Discount (%) off for all Program Vehicles (Lease and/or Pre-Owned).	N/A %	N/A	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
244	Original Equipment Manufacturer (OEM) Parts	Discount (%) off OEM Parts	Discount (%) off Original Equipment Manufacutrer (OEM) Parts.	10 %	Any OEM or Non OEM Part from a Rush Truck Center	

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vehicle Options
245	Floor Plan Insurance	Discount (%) off Floor Plan Insurance	Discount (%) off Floor Plan Insurance (dealer inventory vehicles and upfitting vehicles).	0 %	Pricing on attached options list includes discounted amount.	N/A
246	Lot Insurance	Discount (%) off Lot Insurance	Discount (%) off Lot Insurance (dealer inventory vehicles and upfitting vehicles).	0 %	Pricing on attached options list includes discounted amount.	N/A
247	Extended Service Maintenance Agreements.	Discount (%) off Extended Service Maintenance Agreements.	Discount (%) off Extended Service Maintenance Agreements.	10 %	Isuzu OEM of Rush Care	Isuzu OEM Extended Warranty

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Section III: ISUZU MODEL VEHICLES HOURLY LABOR RATE FOR REPAIR/SERVICE OF VEHICLES AND DELIVERY FEES						
Item No.	Specified Brand or Equal	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
248	Repair/Service	Not to Exceed Hourly Labor Rate for Repair/Service	Hourly Labor Rate for Repair/Service of Vehicle - State the Not to Exceed hourly labor rate for Installation/Repair Service.	\$ <u>110</u>	Buyboard discounted door rate	N/A
249	Delivery Fees	Per Mile Delivery Fee for Vehicles	Per Mile Delivery Fee for Vehicles - State the per mile delivery fee for Vehicles.	\$ <u>1.75</u> /Per Mile	For 3rd Party delivery	N/A

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (*i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.*) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles. Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Peterbilt Model Vehicles

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
342	Peterbilt	Peterbilt Model 210	Peterbilt Model 210 - Cab over engine, Paccar PX7 engine, 220 HP, Allison 2100 RDS transmission, 19,500 GVWR, front gross axle weight 12,000 lbs, rear gross axle weight 16,000-21,000 lbs, complete with all manufacturer's standard equipment.	\$ <u>No Bid</u>	Discontinued	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
343	Peterbilt	Peterbilt Model 220	Peterbilt Model 220 - Cab over engine, Paccar PX7 engine, 220 HP, Allison 2100 RDS transmission, 26,00 GVWR, front gross axle weight 12,000 lbs, rear gross axle weight 17,000-21,000 lbs, complete with all manufacturer's standard equipment.	\$ <u>67,300</u>	Peterbilt 220	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.

Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
344	Peterbilt	Peterbilt Model 320	Peterbilt Model 320 - Cab over engine, Cummins ISL engine, 345 HP, 3000 RDS transmission, 57.6" BBC, 33,000 GVWR, front gross axle weight 1200-22000 lbs, rear gross axle weight 23000-46--- lbs, complete with all manufacturer's standard equipment.	\$ <u>112,900</u>	Peterbilt 320	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
345	Peterbilt	Peterbilt Model 325	Peterbilt Model 325 - Conventional cab engine, PACCAR PX6 engine, 200 HP, Fuller 10 transmission, 108" BBC, front gross axle weight 8,000-12,000lbs, rear gross axle weight 21,000 lbs, 19,500 GVWR complete with all manufacturer's standard equipment.	\$ <u>56,800</u>	Peterbilt 325	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
346	Peterbilt	Peterbilt Model 330	Peterbilt Model 330 - Conventional cab, PACCAR PX6, 200-260 HP, Fuller 10 transmission, front gross axle weight 8,000-10,000lbs, rear gross axle weight 19,000-21,000lbs, 26,000 GVWR, 108" BBC, complete with all manufacturer's standard equipment	\$ <u>59,300</u>	Peterbilt 330	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
347	Peterbilt	Peterbilt Model 337	Peterbilt Model 337 - Conventional cab, PACCAR PX6, 240HP, Fuller 10 transmission, front gross axle weight 10,000-12,000lbs, rear gross axle weight 21,000-23,000lbs, 26,000 GVWR, 108" BBC, complete with all manufacturer's standard equipment.	\$ <u>62,500</u>	Peterbilt 337	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

- * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
348	Peterbilt	Peterbilt Model 348	Peterbilt Model 348 - Conventional cab, PACCAR PX8, 240-330 HP, 3000 RDS transmission, front gross axle weight 10,000-20,000lbs, rear gross axle weight 21,000-46,000lbs, 26,000 GVWR, 108" BBC, complete with all manufacturer's standard equipment.	\$ 68,200	Peterbilt 348	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
349	Peterbilt	Peterbilt Model 365	Peterbilt Model 365 - Conventional cab, Cummins ISL engine, 345 HP, Fuller 10 transmission, front gross axle weight 12,000-22,000lbs, rear gross axle weight 21,000-70,000lbs, 33,000 GVWR, 115" BBC, complete with all manufacturer's standard equipment.	\$ 93,900	Peterbilt 365	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
350	Peterbilt	Peterbilt Model 367	Peterbilt Model 367 - Conventional cab, Cummins ISX 11.9 engine, 300 HP, Fuller 10 transmission, front gross axle weight 12,000-22,000lbs, rear gross axle weight 21,000-70,000lbs, 52,000 GVWR, 123" BBC, complete with all manufacturer's standard equipment.	\$ 95,600	Peterbilt 367	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
351	Peterbilt	Peterbilt Model 382	Peterbilt Model 382 - Conventional cab, Cummins ISL engine, 345 HP, Fuller 10 transmission, front gross axle weight 10,000-12,000lbs, rear gross axle weight 23,000-40,000lbs, 32,000 GVWR, 116" BBC, complete with all manufacturer's standard equipment.	\$ No Bid	Discontinued	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
352	Peterbilt	Peterbilt Model 384	Peterbilt Model 384 - Conventional cab, Cummins ISX 11.9 engine, 300 HP, Fuller 10 transmission, front gross axle weight 12,000-14,600 lbs, rear gross axle weight 40,000-46,000lbs, 32,000 GVWR, 116" BBC, complete with all manufacturer's standard equipment.	\$ No Bid	Discontinued	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
353	Peterbilt	Peterbilt Model 386	Peterbilt Model 386 - Conventional cab, Cummins ISX 11.9 engine, 300 HP, Fuller 10 transmission, front gross axle weight 12,000-14,600 lbs, rear gross axle weight 40,000-46,000 lbs, 32,000 GVWR, 116" BBC, complete with all manufacturer's standard equipment.	\$ No Bid	Discontinued	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
354	Peterbilt	Peterbilt Model 389	Peterbilt Model 389 - Conventional cab, Paccar MX-13 engine, 380 HP, Fuller 10 speed transmission, front gross axle weight 12,000 lbs, rear gross axle weight 38,000 lbs, 50,000 GVWR, 131" BBC, complete with all manufacturer's standard equipment.	\$ 98,800	Peterbilt 389	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

- * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
355	Peterbilt	Peterbilt Model 567	Peterbilt Model 567 - Conventional cab vocational unit, Paccar PX9 engine, 345 HP, Fuller 10 speed transmission, front gross axle weight 12,000-22,000 lbs, rear gross axle weight 21,000-70,000 lbs, 33,000 and up GVWR, 121" BBC, complete with all manufacturer's standard equipment.	\$ <u>98,800</u>	Peterbilt 567	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
356	Peterbilt	Peterbilt Model 579	Peterbilt Model 579 - Aero cab, Paccar MX-13 engine, 380 HP, Fuller 10 speed transmission, front gross axle weight 12,000-20,000 lbs, rear gross axle weight 38,000-46,000 lbs, 50,000 GVWR, 131" BBC, complete with all manufacturer's standard equipment.	\$ <u>99,500</u>	Peterbilt 579	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
357	Peterbilt	Peterbilt Model 587	Peterbilt Model 587 - Aero cab, Paccar MX-13 engine, 380 HP, Fuller 10 speed transmission, front gross axle weight 12,000-20,000 lbs, rear gross axle weight 38,000-46,000 lbs, 50,000 GVWR, 117" BBC, complete with all manufacturer's standard equipment.	\$ <u>116,800</u>	Peterbilt 587	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Section II: Peterbilt Model Vehicles OPTIONS and EQUIPMENT- Options will be selected by the Cooperative member at the time of order. A COMPLETE LIST OF ALL OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!

Item No.	Specified Brand or Equal	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vehicle Options
358	Original Equipment Manufacturer (OEM) Options	Discount (%) off Original Equipment Manufacturer (OEM) Options	Discount (%) off all Original Equipment Manufacturer (OEM) Options.	10 %	All OEM Options listed on attached list have 10% included	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
359	Third Party (not OEM) and Unpublished Options	Discount (%) off Third Party (not OEM) and Unpublished Options	Discount (%) off Third Party (not OEM) and Unpublished Options and Equipment.	10 %	All options listed on attached list have 10% included	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
360	Program Vehicles	Discount (%) off Program Vehicles (Lease and/or Pre-Owned)	Discount (%) off for all Program Vehicles (Lease and/or Pre-Owned).	0 %	N/A	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

	Specified Brand or Equal	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vehicle Options
361	Original Equipment Manufacturer (OEM) Parts	Discount (%) off OEM Parts	Discount (%) off Original Equipment Manufacturer (OEM) Parts.	10 %	Any OEM or Non OEM Part from a Rush Truck Center	
362	Floor Plan Insurance	Discount (%) off Floor Plan Insurance	Discount (%) off Floor Plan Insurance (dealer inventory vehicles and upfitting vehicles).	10 %	Pricing on attached options list includes discounted amount.	
363	Lot Insurance	Discount (%) off Lot Insurance	Discount (%) off Lot Insurance (dealer inventory vehicles and upfitting vehicles).	10 %	Pricing on attached options list includes discounted amount.	

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vehicle Options
364	Extended Service Maintenance Agreements.	Discount (%) off Extended Service Maintenance Agreements.	Discount (%) off Extended Service Maintenance Agreements.	10 %	Rush Service Care	

Section III: PETERBILT MODEL VEHICLES HOURLY LABOR RATE FOR REPAIR/SERVICE OF VEHICLES AND DELIVERY FEES

Item No.	Specified Brand or Equal	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
365	Repair/Service	Not to Exceed Hourly Labor Rate for Repair/Service	Hourly Labor Rate for Repair/Service of Vehicle - State the <u>Not to Exceed</u> hourly labor rate for Installation/Repair Service.	\$ 110	Rush Truck Centers	Doesn't included mobile tech labor or CVS locations
366	Delivery Fees	Per Mile Delivery Fee for Vehicles	Per Mile Delivery Fee for Vehicles - State the per mile delivery fee for Vehicles.	\$ 1.75 /Per Mile	Rush Truck Centers	

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (*i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.*) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles. Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Toyota Model Vehicles

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
399	Toyota Camry (2532)	Sedan	Toyota Camry Sedan (2532) - LE Model, complete with all manufacturer's standard equipment.	\$ <u>No Bid</u>	N/A	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
400	Toyota Camry (2560)	Hybrid Sedan	Toyota Camry Hybrid Sedan (2560) - Base model complete with all manufacturer's standard equipment.	\$ <u>No Bid</u>	N/A	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
401	Toyota Avalon (3544)	Full Size Sedan	Toyota Avalon (3544) - complete with all manufacturer's standard equipment.	\$ <u>No Bid</u>	N/A	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
402	Toyota Venza (2810)	5-passenger Crossover	Toyota Venza (2810) - FWD sedan complete with all manufacturer's standard equipment.	\$ <u>No Bid</u>	N/A	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
403	Toyota Corolla (1832)	Sedan	Toyota Corolla Sedan (1832) - LE Model, 1.8L, 5 speed manual, complete with all manufacturer's standard equipment.	\$ <u>No Bid</u>	N/A	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
404	Toyota Matrix (1932)	5-door Sedan	Toyota Matrix (1932) - base model complete with all manufacturer's standard equipment.	\$ <u>No Bid</u>	N/A	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
405	Toyota Prius (1223)	Hybrid Sedan	Toyota Prius II Hybrid Sedan (1223) - Model 2, complete with all manufacturer's standard equipment.	\$ No Bid	N/A	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
406	Toyota Tundra Regular Cab (8202)	Pickup Truck	Toyta Tundra Pickup Truck (8202) - 4.0LV6, 5 speed automatic, complete with all manufacturer's standard equipment.	\$ No Bid	N/A	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
407	Toyota Tacoma (7104)	Pickup Truck	Toyota Tacoma Pickup Truck (7104) - 4x2, regular cab, complete with all manufacturer's standard equipment.	\$ No Bid	N/A	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.

Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
408	Toyota Rav 4 (4430)	Sport Utility	Toyota Rav 4 Sport Utility (4430) - Base model, complete with all manufacturer's standard equipment.	\$ <u>No Bid</u>	N/A	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
409	Toyota Highlander (6946)	Mid-sized Sport Utility	Toyota Highlander (6946) - Base model, complete with all manufacturer's standard equipment.	\$ <u>No Bid</u>	N/A	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
410	Toyota Highlander Hybrid (6964)	Mid-sized Sport Utility	Toyota Highlander (6964) - Base model, complete with all manufacturer's standard equipment.	\$ <u>No Bid</u>	N/A	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
411	Toyota Sequoia (7916)	Sport Utility	Toyota Sequoia Sport Utility (7916) - SR5 Model, complete with all manufacturer's standard equipment.	\$ <u>No Bid</u>	N/A	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

- * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
412	Toyota Sienna (5312)	Passenger Van	Toyota Sienna Passenger Van (5312) - LE Model complete with all manufacturer's standard equipment.	\$ No Bid	N/A	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
413	Hino 195 (Toyota)	Hino Model 195	Hino 195, Cab Over, 19,500 lbs GVWR, Engine: Hino J05E, - 210 hp, Aisin 6 speed automatic transmission, front gross axle weight 6,830 lbs, rear gross axle weight 13,670 lbs, Complete with all manufacturer's standard equipment.	\$ 42,729	Hino 195	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
414	Hino 238 (Toyota)	Hino Model 238 (ND8JSA)	Hino 238, Conventional Cab, 23,000 lbs GVWR, BBC - 108" Engine: Hino J08E-VC 8.0L, 220 hp at 2,500 rpm, Complete with all manufacturer's standard equipment.	\$ 51,800	Hino 238	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
415	Hino 258 (Toyota)	Hino Model 258 (ND8JJSA)	Hino 258, Conventional Cab, 25,500 lbs GVWR, BBC - 108", Engine: Hino J08E-TV 7.680L, 220 hp at 2,500 rpm, Complete with all manufacturer's standard equipment.	\$ <u>55,100</u>	Hino 258	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
416	Hino 268 (Toyota)	Hino Model 268 (NE8JLSA)	Hino 268, Conventional Cab, 25,900 GVWR, BBC - 108", Engine: Hino J08E-TV 7.680 L, 220 hp at 2,500 rpm, Complete with all manufacurer's standard equipment.	\$ <u>55,450</u>	Hino 268	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
417	Hino 338 (Toyota)	Hino Model 338 (NV8JLSA)	Hino 338, Conventional Cab, 33,000 GVWR, BBC - 108", Engine: Hino J08E-TV 7.680 L, 220 hp at 2,500 rpm, Complete with all manufacurer's standard equipment.	\$ <u>57,600</u>	Hino 338	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Section II: Toyota Model Vehicles OPTIONS and EQUIPMENT- Options will be selected by the Cooperative member at the time of order. A COMPLETE LIST OF ALL OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!

Item No.	Specified Brand or Equal	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vehicle Options
418	Original Equipment Manufacturer (OEM) Options	Discount (%) off Original Equipment Manufacturer (OEM) Options	Discount (%) off all Original Equipment Manufacturer (OEM) Options.	10 %	All OEM Options listed on attached list have 10% included	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
419	Third Party (not OEM) and Unpublished Options	Discount (%) off Third Party (not OEM) and Unpublished Options	Discount (%) off Third Party (not OEM) and Unpublished Options and Equipment.	10 %	All options listed on attached list have 10% included	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
420	Program Vehicles	Discount (%) off Program Vehicles (Lease and/or Pre-Owned)	Discount (%) off for all Program Vehicles (Lease and/or Pre-Owned).	0 %	N/A	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vehicle Options
421	Original Equipment Manufacturer (OEM) Parts	Discount (%) off OEM Parts	Discount (%) off Original Equipment Manufacturer (OEM) Parts.	10 %	Any OEM or Non OEM Part from a Rush Truck Center	
422	Floor Plan Insurance	Discount (%) off Floor Plan Insurance	Discount (%) off Floor Plan Insurance (dealer inventory vehicles and upfitting vehicles).	10 %	Pricing on attached options list includes discounted amount.	
423	Lot Insurance	Discount (%) off Lot Insurance	Discount (%) off Lot Insurance (dealer inventory vehicles and upfitting vehicles).	10 %	Pricing on attached options list includes discounted amount.	

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vehicle Options
424	Extended Service Maintenance Agreements.	Discount (%) off Extended Service Maintenance Agreements.	Discount (%) off Extended Service Maintenance Agreements.	10 %	Rush Service Care	

Section III: TOYOTA MODEL VEHICLES HOURLY LABOR RATE FOR REPAIR/SERVICE OF VEHICLES AND DELIVERY FEES

Item No.	Specified Brand or Equal	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
425	Repair/Service	Not to Exceed Hourly Labor Rate for Repair/Service	Hourly Labor Rate for Repair/Service of Vehicle - State the <u>Not to Exceed</u> hourly labor rate for Installation/Repair Service.	\$ 110	Rush Truck Centers	Doesn't included mobile tech labor or CVS locations
426	Delivery Fees	Per Mile Delivery Fee for Vehicles	Per Mile Delivery Fee for Vehicles - State the per mile delivery fee for Vehicles.	\$ 1.75 /Per Mile	Rush Truck Centers	

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



**Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor
Addendum No. 4**

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Section I: Toyota Model Vehicles						
Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
469	Hino 155 (Toyota)	Hino Model 155	Hino 155, Low Cab Over, 14,500 lbs GVW, Engine – Class 4, 5-liter J05 series engine rated at 210 HP and 440 lb.-ft. torque, complete with all manufacturer's standard equipment.	\$ <u>36,489</u>	Hino 155	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)



12007 Research Boulevard · Austin, Texas 78759-2439
PH: 800-695-2919 · FAX: 800-211-5454 · www.vendor.buyboard.com

**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 1**

**Proposal Invitation No. 521-16
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor**

The following information becomes a permanent part of the Proposal Invitation document:

PROPOSER'S AGREEMENT AND SIGNATURE FORM:

Contract Time Period: December 1, 2016 through November 30, 2017 with two (2) possible one-year renewals.

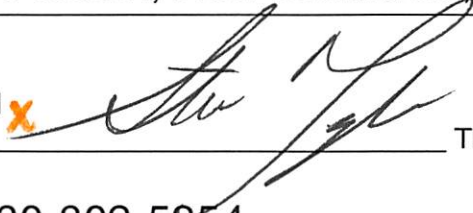
Proposal Opening Date and Time: September 1, 2016 at 2:00 P.M.

Anticipated Cooperative Board Meeting Date: October 2016

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: Rush Truck Centers of Texas, LP

Address: 555 IH 35 South, New Braunfels, TX 78130

Signature of Authorized Company Official:  Title: Vice President

Telephone Number: 830-302-5254 Date: 8/25/2016



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**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 2**

Proposal Invitation No. 521-16

Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

The following information becomes a permanent part of the Proposal Invitation document.

PROPOSAL SPECIFICATIONS:

For the following manufacturers, the detailed specifications for base model vehicles have been revised and updated.

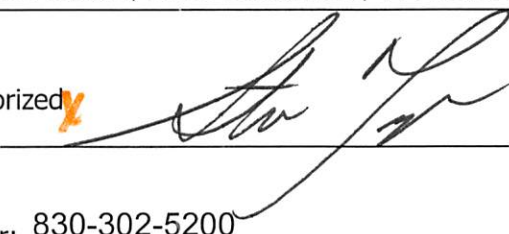
- Chevrolet and GMC Detailed Specifications
- Chrysler, Dodge and Jeep Detailed Specifications
- Freightliner Detailed Specifications

The above referenced detailed specifications are available and should be downloaded at www.buyboard.com/vendor. Please download the **"UPDATED"** copy of the detailed specifications and disregard the previous version provided.

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: Rush Truck Centers of Texas, LP

Address: 555 IH 35 South, New Braunfels, TX 78130

Signature of Authorized  Title: Vice President
Company Official:

Telephone Number: 830-302-5200 Date: 8/25/2016



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**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 3**

**Proposal Invitation No. 521-16
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor**

The following information becomes a permanent part of the Proposal Invitation document.

PROPOSAL SPECIFICATIONS:

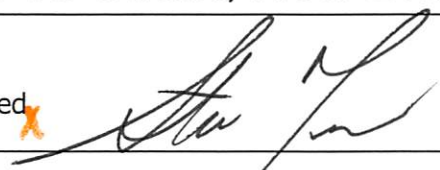
For the following manufacturers, the detailed specifications for base model vehicles have been revised and updated.

1. **Chevrolet** - detailed specifications have been revised to include line items No. 454, 455, and 456. These line items are included on page 2 of Addendum No. 3.
2. **Crane Carrier** - detailed specifications are available and should be downloaded at www.buyboard.com/vendor. Please download the **"UPDATED"** copy of the detailed specifications and disregard the previous version provided.

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: Rush Truck Centers of Texas, LP

Address: 555 IH 35 South, New Braunfels, TX 78130

Signature of Authorized Company Official:  Title: Vice President

Telephone Number: 830-302-5200 Date: 8/25/2016



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**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 4**

**Proposal Invitation No. 521-16
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor**

The following information becomes a permanent part of the Proposal Invitation document.

PROPOSAL SPECIFICATIONS:

For the following manufacturers, the detailed specifications for base model vehicles have been revised and updated.

1. **Toyota** - detailed specifications have been revised to include line items No. 469. This line item is included on page 2 of Addendum No. 4.

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: Rush Truck Centers of Texas, LP

Address: 555 IH 35 South, Suite 500, New Braunfels, TX 78130

Signature of Authorized Company Official:  Title: Vice President

Telephone Number: 830-302-5200 Date: 8/25/2016

Control No. 255381



FRANCHISED MOTOR VEHICLE DEALER

FRANCHISE NO: E112480

GENERAL DISTINGUISHING NO: P51793

Motor Vehicle Dealer

RUSH TRUCK CENTERS OF TEXAS LP
RUSH BUS CENTER, DALLAS, RUSH ISUZU TRUCKS, DALLAS,
RUSH MEDIUM DUTY TRUCK CENTER, DALLAS, RUSH TRUCK
CENTER, DALLAS LIGHT AND MEDIUM DUTY
PO BOX 34630, ATTN: JERI BURGESS
SAN ANTONIO, TX 78265-4630

EXPIRES: 07/31/2018

PHYSICAL LOCATION:
4000 IRVING BLVD
DALLAS, TX 75247-5816

THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLLOWING LINE(S) OF NEW MOTOR VEHICLES:
FORD MEDIUM TRUCK-MT, FORD LT, SCHOOL BUSES-BS, COLLINS BS, MID BUS-BS, CUMMINS DIESEL ENGINE-EN

ADDITIONAL LOCATION(S): For used vehicle sales only

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

Daniel Avitia

Daniel Avitia, Director
Texas Department of Motor Vehicles
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.

Control No. 256402



Texas Department
of Motor Vehicles
MOTOR VEHICLE DIVISION

FRANCHISED MOTOR VEHICLE DEALER

FRANCHISE NO: B2290

GENERAL DISTINGUISHING NO: P36821

Motor Vehicle Dealer

RUSH TRUCK CENTERS OF TEXAS LP
RUSH BUS CENTER, AUSTIN, RUSH ISUZU TRUCKS, AUSTIN,
RUSH PETERBILT TRUCK CENTER, AUSTIN, RUSH TRUCK
CENTER, AUSTIN
PO BOX 34630
SAN ANTONIO, TX 78265-4630

EXPIRES: 08/31/2018

PHYSICAL LOCATION:

16870 S I H 35
BUDA, TX 78610-3523

THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLLOWING LINE(S) OF NEW MOTOR VEHICLES:

PETERBILT HEAVY DUTY TRUCK-HT, PETERBILT MEDIUM DUTY TRUCK-MT, ELKHART COACH-BS, SCHOOL BUSES-BS, HINO-MT, MICRO BIRD-BS, ISUZU-MT, COLLINS-BS
(SERVICE ONLY), MID BUS-BS (SERVICE ONLY), CUMMINS DIESEL ENGINE-EN

ADDITIONAL LOCATION(S): For used vehicle sales only

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

Daniel Avitia

Daniel Avitia, Director
Texas Department of Motor Vehicles
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE
PUNISHABLE AS A SECOND-DEGREE FELONY.



City of Galveston

FLEET FACILITIES STAFF REPORT

November 6, 2018

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for the approval allowing the Fleet Facility to purchase the listed rolling stock (Case backhoe) and associated equipment for the Water Distribution Division from Mustang CAT Sales through HGAC Buy for a total price of \$115,851.37. The funding source is the water and sewer capital fund.

I. Background

- A. Funding for new equipment has been earmarked for the listed department(s).
- B. Buy Board, HGAC Buy and TPASS are cooperative purchasing organizations that the city is a member of that performs bidding packages for local governments. The Fleet Facility has performed competitive bidding packages on current equipment purchases to assure that these purchases are the better option a majority of the time.
- C. The requested vehicle description(s) and their assignment(s) are listed below.
- D. The extended purchase price for this package is \$115,851.37.
- E. Mustang CAT Sales is located in the Houston area.
- F. Delivery should be within 180 days from date of the purchase order issue.
- G. Additional equipment will be installed by the dealer and was noted in the specification process by the requesting department.

II. Current Situation

The City Council will have to approve the Fleet Facility to purchase the listed rolling stock (Case backhoe) and associated equipment for the Water Distribution Division from Mustang CAT Sales through HGAC Buy for a total price of \$115,851.37. The funding source is the water and sewer capital fund.





City of Galveston

FLEET FACILITIES STAFF REPORT

III. Alternatives in order of priority

A. City Council approves the purchase.

1. Cost - \$115,851.37
2. Timing - Delivery should be within 180 days.
3. Divisional Improvements - Will provide the city with needed equipment to perform duties. Newer equipment will reduce fleet operational costs and will improve operations.

B. City Council does not approve the purchase.

1. Cost - No additional cost at this time.
2. Timing - N/A
3. Divisional Improvements - City staff will not be able to function without needed equipment. Older equipment will take on a heavier load, which will increase operational costs. Operations will slow.

IV. Recommendation

Concur in Alternative A and approve the Fleet Facility to purchase the listed rolling stock (Case backhoe) and associated equipment for the Water Distribution Division from Mustang CAT Sales through HGAC Buy for a total price of \$115,851.37. The funding source is the water and sewer capital fund.

V. Fiscal Impact Report

Requested by	David Smith Executive Director
Assignment	Howard Hudson Superintendent
Cost	\$115,851.37





City of Galveston

FLEET FACILITIES STAFF REPORT

Funding Source	The funding source is the water and sewer capital fund.
Savings Estimation	Will help reduce unit repair costs on the older fleet vehicles and will assist with improving services.

VI. Environmental Impact

All listed vehicle(s) are produced under current EPA standards.

Respectfully Submitted

David Smith
Executive Director





LET'S WORK TOGETHER

Machine Sales Quotation

Reference# 15742-14

November 6, 2018

Dan Hudson
CITY OF GALVESTON
PO BOX 779
GALVESTON, 77553

Mustang CAT Sales Representative

Stuart Newton
Mobile: 832-540-9086
SNewton@mustangcat.com

Mr. Hudson,

Thank you for considering Mustang CAT. Our proposed solution for your needs is summarized below with additional detail on the following page or pages. Please review this proposal thoroughly. Our recommended solution is based on our current understanding of your requirements. Please contact me if your requirements have changed or if you have any questions about the products and services we are recommending.

We hope to earn your business and look forward to working with you. When you are ready to move forward, please sign and date on the bottom of page one and return it to me.

Mustang CAT recommended solution for WL&MHEX

CAT Machines

420F2IT4EO	420F2 BHL IT, TIER 4, HRC (pre-tax)	\$115,584.83
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Warranties

420F2IT4EO	Warranty: 1st Year Premier/Unlimited Hours; Year 2 & 3, 5000 Hours Powertrain + Hydraulics + Tech	Included
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Total Investment (pre-tax): \$115,584.83

Accepted by:

Printed Name

Date

Customer Signature



Model:	420F2IT4EO	
Serial No.:	TBD	
ARRANGEMENT		
OPTION	DESCRIPTION	LIS
450-8450	420F2 BHL IT, TIER 4, HRC	\$94,010.00
0P-9003	LANE 3 ORDER	
450-8730	STICK, EXTENDABLE, 14FT	\$4,730.00
547-6095	POWERTRAIN, 4WD, POWERSHIFT	\$9,410.00
450-8757	ENGINE, 74.5KW,C4.4 ACERT, T4F	\$6,930.00
450-8533	HYDRAULICS, MP, 6FCN/8BNK, IT	\$2,705.00
447-0049	PRODUCT LINK, CELLULAR, PL641I	
450-8682	CANOPY, BASE	
491-6736	WORKLIGHTS (8) LED LAMPS	\$ 860.00
433-4804	SEAT, VINYL	
206-1747	BELT, SEAT, 2" SUSPENSION	
379-2161	TIRES, 12.5 80/19.5L-24, GY	\$1,600.00
337-9695	COUNTERWEIGHT, 530 LBS	\$ 875.00
9R-1085	STABILIZER PADS, STREET	
485-5303	COUPLER, PG, HYD.D.LOCK,BHL-F	\$3,965.00
430-9944	INSTRUCTIONS, ANSI	
421-8926	SERIALIZED TECHNICAL MEDIA KIT	
398-2681	RIDE CONTROL	\$1,460.00
456-3390	COUPLING,QD,THREADED WITH CAPS	\$ 364.00
398-2853	LINES, COMBINED AUX, E-STICK	\$3,430.00
540-2298	RADIO, FM BLUETOOTH	\$ 540.00
353-1389	GUARD, STABILIZER	\$ 820.00
423-7607	PLATE GROUP - BOOM WEAR	\$ 212.00
6W-8832	CARRIAGE, FORK	\$2,511.00
195-6939	FORK TINE, 2" X 5" X 54"	\$ 793.00
195-6939	FORK TINE, 2" X 5" X 54"	\$ 793.00
450-8578	LINES,HYD COUPLER 14FT E-STICK	\$2,324.00
318-9902	PINS, SPARE	\$ 175.00
318-9902	PINS, SPARE	\$ 175.00
219-3387	BUCKET-HD, 24", 6.2 CFT	\$1,683.00
219-3411	BUCKET-HD, 12", 2.8 CFT	\$1,428.00
251-1800	BUCKET-GP, 1.31 CYD, IT	\$3,610.00
9R-5320	CUTTING EDGE, TWO PIECE,WIDE	\$ 329.00
0P-0210	PACK, DOMESTIC TRUCK	
461-6839	SHIPPING/STORAGE PROTECTION	\$ 199.00
MACHINE LIST PRICE:		\$145,931.00

ATTACHMENTS



List Price FOB Factory:	\$145,931.00
Dealer Discount:	(\$33,578.67)
Make Ready:	\$ 750.00
Factory Freight:	\$ 862.50
Warranty:	\$1,620.00

Total Trade-In:	N/A
Subtotal:	\$115,584.83

Sales Tax:	N/A
Heavy Equipment Fee:	\$ 266.54
Diesel Surcharge:	N/A
Document Fee:	N/A

Total Sale Price:	\$115,851.37
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A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
MUSTANG MACHINERY COMPANY, LTD. D/B/A MUSTANG CAT
Houston, Texas

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Mustang Machinery Company, LTD. d/b/a Mustang Cat**, hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 12800 Northwest Freeway, Houston, Texas 77040.

ARTICLE 1:**SCOPE OF SERVICES**

The parties have entered into a **Earth Moving & Construction Equipment** Contract to become effective as of June 1, 2017, and to continue through May 31, 2019 (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Earth Moving & Construction Equipment** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **Earth Moving & Construction Equipment** through the **H-GAC** Contract to **END USERS**.

ARTICLE 2:**THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: **EM06-17**, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: **EM06-17**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3:**LEGAL AUTHORITY**

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4:**APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5:**INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6:**END USER AGREEMENTS**

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

ARTICLE 7:**SUBCONTRACTS & ASSIGNMENTS**

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8:**EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9:**REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10:**MOST FAVORED CUSTOMER CLAUSE**

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 11:**SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12:**DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13:**LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER**, **CONTRACTOR**'s total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14:**LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC**

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR**'s negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15:**TERMINATION FOR CAUSE**

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR**'S failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR**.

ARTICLE 16:**TERMINATION FOR CONVENIENCE**

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER**. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR**.

ARTICLE 17:**CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18:**GOVERNING LAW & VENUE**

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19:**PAYMENT OF H-GAC ORDER PROCESSING CHARGE**

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR**, **H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER**, **CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC**. Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC**'s Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC**'s order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR**.

ARTICLE 20:**LIQUIDATED DAMAGES**

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER**'s purchase order is placed.

ARTICLE 21:**PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS**

H-GAC's contractual requirements **DO NOT** include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **CONTRACTOR** must be prepared to offer a PPB to cover any specific order if so requested by **END USER**. **CONTRACTOR** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER**'s purchase order.

ARTICLE 22:**CHANGE OF CONTRACTOR STATUS**

CONTRACTOR shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23:**LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD (IF APPLICABLE)**

CONTRACTOR will, for the duration of this Contract, maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR**'S license is not renewed, or is denied or revoked, **CONTRACTOR** shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston**
Area Council, Houston, Texas:


Jack Steele, Executive Director

Attest for **Houston-Galveston**
Area Council, Houston, Texas:


Donna Vick, Director of Public Services

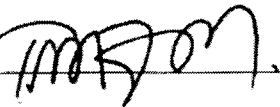
Date: April 29, 2014

Signed for **Mustang Machinery Company, LTD. d/b/a Mustang Cat**
Houston, Texas:

Printed Name & Title: Sam Tucker, Vice President of Machinery

Date: 4-25, 20 17

Attest for **Mustang Machinery Company, LTD. d/b/a Mustang Cat**
Houston, Texas:


Printed Name & Title: Todd Fisk, Exec VP - COO

Date: 4-25, 20 17

Attachment A
Mustang Machinery Company, LTD. d/b/a Mustang Cat
Earth Moving & Construction Equipment
Contract No.: EM06-17

H-GAC Product Code	Item Description	Percentage Discount off Retail/List Price
08A	Caterpillar Wheel Excavator Pricing Catalog Effective 01/31/2017	20%
08B	Caterpillar Mini Hydraulic Excavator Pricing Catalog Effective 01/31/2017	20%
08C	Caterpillar Medium Hydraulic Excavator Pricing Catalog Effective 01/31/2017	18%
08D	Caterpillar Large Hydraulic Excavator Pricing Catalog Effective 01/31/2017	18%
08F	Caterpillar Dozer Pricing Catalog Effective 01/31/2017	15%
08G	Caterpillar Motor Grader Pricing Catalog Effective 01/31/2017	25%
08H	Caterpillar Compact Wheel Loader Pricing Catalog Effective 01/31/2017	20%
08I	Caterpillar Small Wheel Loader Pricing Catalog Effective 01/31/2017	20%
08J	Caterpillar Midsize Wheel Loader Pricing Catalog Effective 01/31/2017	20%
08K	Caterpillar Large Wheel Loader Pricing Catalog Effective 01/31/2017	20%
08L	Caterpillar Skid Steer Pricing Catalog Effective 01/31/2017	20%
08M	Caterpillar Multi Terrain Loader Pricing Catalog Effective 01/31/2017	20%
08N	Caterpillar Backhoe Loader Pricing Catalog Effective 01/31/2017	20%
08O	Caterpillar Elevating Scraper Pricing Catalog Effective 01/31/2017	15%
08P	Caterpillar Open Bowl Scraper Pricing Catalog Effective 01/31/2017	15%
08Q	Caterpillar Articulated Truck Pricing Catalog Effective 01/31/2017	18%
08R	Caterpillar Waste Handler Pricing Catalog Effective 01/31/2017	15%
08T	Caterpillar Wheel Material Handler Pricing Catalog Effective 01/31/2017	15%



City of Galveston

FLEET FACILITIES STAFF REPORT

November 7, 2018

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for the approval allowing the Fleet Facility to purchase the listed rolling stock (1 rear loader/2 grapple trucks) and associated equipment for the Refuse Department from Houston Freightliner through HGAC Buy for a total price of \$542,632. The funding source is the Sanitation Vehicle Capital Outlay account.

I. Background

- A. Funding for new equipment has been earmarked for the listed department(s).
- B. Buy Board, HGAC Buy and TPASS are cooperative purchasing organizations that the city is a member of that performs bidding packages for local governments. The Fleet Facility has performed competitive bidding packages on current equipment purchases to assure that these purchases are the better option a majority of the time.
- C. The requested vehicle description(s) and their assignment(s) are listed below.
- D. The extended purchase price for this package is \$542,632.
- E. Houston Freightliner is located in Houston Texas.
- F. Delivery should be within 180 days from date of the purchase order issue.
- G. Additional equipment will be installed by the dealer and was noted in the specification by the requesting department.

II. Current Situation

The City Council will have to approve the Fleet Facility to purchase the listed rolling stock (1 rear loader/2 grapple trucks) and associated equipment for the Refuse Department from Houston Freightliner through HGAC Buy for a total price of \$542,632. The funding source is the Sanitation Vehicle Capital Outlay account.





City of Galveston

FLEET FACILITIES STAFF REPORT

III. Alternatives in order of priority

A. City Council approves the purchase.

1. Cost - \$542,632
2. Timing - Delivery should be within 180 days.
3. Divisional Improvements - Will provide the city with needed equipment to perform duties. Newer equipment will reduce fleet operational costs and will improve operations.

B. City Council does not approve the purchase.

1. Cost - No additional cost at this time.
2. Timing - N/A
3. Divisional Improvements - City staff will not be able to function without needed equipment. Older equipment will take on a heavier load, which will increase operational costs. Operations will slow.

IV. Recommendation

Concur in Alternative A and approve the Fleet Facility to purchase the listed rolling stock (1 rear loader/2 grapple trucks) and associated equipment for the Refuse Department from Houston Freightliner through HGAC Buy for a total price of \$542,632. The funding source is the Sanitation Vehicle Capital Outlay account.

V. Fiscal Impact Report

Requested by David Smith
Executive Director

Assignment Cindy Dewitt
Director Adm & Sanitation





City of Galveston

FLEET FACILITIES STAFF REPORT

Cost	\$542,632
Funding Source	Sanitation Vehicle Capital account
Savings Estimation	Will help reduce unit repair costs on the older fleet vehicles and will assist with improving services.

VI. Environmental Impact

All listed vehicle(s) are produced under current EPA standards.

Respectfully Submitted

David Smith
Executive Director



City of Galveston
Fleet Facility

COST BREAKDOWN

Requested Purchase

Item	Division	Count	Make	Model	Cost	Funding
A	Refuse	1	Freightl/Heil	M2-106/M2106 25 YD Rear loader	\$ 194,749.00	Sanitation VCO
B	Refuse	1	Freightl/Heil	M2-106/Epsilon ML00L72 Grapple 18'	\$ 172,684.00	Sanitation VCO
C	Refuse	1	Freightl/Heil	M2-106/Epsilon ML00L72 Grapple 20'	\$ 175,199.00	Sanitation VCO
					\$ 542,632.00	

**CONTRACT PRICING WORKSHEET**
For MOTOR VEHICLES OnlyContract
No.:

HT06-18

Date
Prepared:

11/6/2018

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Galveston	Contractor:	Houston Freightliner
Contact Person:		Prepared By:	Adam Neuse
Phone:		Phone:	713-580-8148
Fax:		Fax:	713-676-1603
Email:		Email:	adam.neuse@strhouston.com

Product Code:	C6	Description:	2020 Freightliner M2-106 TRA (A) Rear Loader
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 70599**B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.**

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
L9 330 HP 1000 LB FT TQ	9897	Basic High Back Air Driver Seat	159
Allison 3000 RDS Auto Trans	5089	2 Man Passenger Seat	134
DA-F-18.0-5 16,000 LB FR Axle	1665	Adjustable Steering Column	359
18,000 LB Rear Axle	1071	AM/FM Radio w Bluetooth	299
MT-40-14XO 40,000 LB Rear Axle	140		
Tuftrac 46,000 LB Rear Suspension	2881		
Driver Controlled Differential Lock (Both Axles)	1091		
Battery Disconnect Mtd LH Driver Seat	131		
RH Understep Aftertreatment w Vert Stack	617		
225" Wheelbase	788		101426
7/16x3-9/16x11-1/8" 120 KSI Frame	654	Subtotal From Additional Sheet(s):	
LH 80 Gallon Fuel Tank	233	Subtotal B:	126634

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

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:

0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	197233	=	Subtotal D:	197233
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E. H-GAC Order Processing Charge (Amount Per Current Policy)

Subtotal E: 1500

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Discount	-4184		
1 Year Towing	200		
		Subtotal F:	-3984

Delivery Date:

G. Total Purchase Price (D+E+F):

194749

**CONTRACT PRICING WORKSHEET**
For MOTOR VEHICLES OnlyContract
No.:

HT06-18

Date
Prepared:

11/6/2018

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Galveston	Contractor:	Houston Freightliner
Contact Person:		Prepared By:	Adam Neuse
Phone:		Phone:	713-580-8148
Fax:		Fax:	713-676-1603
Email:		Email:	adam.neuse@strhouston.com

Product Code:	C5	Description:	2020 Freightliner M2-106 SRA (B) Grapple Truck 26 Yard
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 61652**B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.**

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
B6.7 260 HP 660 LB FT TQ	3302	Basic High Back Air Driver Seat	159
Allison 3500 RDS Auto Trans	5033	2 Man Passenger Seat	134
DA-F-14.7-3 14,700 FR Axle	602	AM/FM Radio w Bluetooth	299
16,000 LB Taperleaf Front Suspension	863	Front Tow Hooks	71
RS-26-185 26,000 LB RR Axle	4429	Fuel Cooler	138
250" Wheelbase	975	315/80R22.5 20Ply FR Tires	623
7/16x3-9/16x11-1/8" Frame 120KSI	654	315/80R22.5 20Ply RR Tires	778
1/4" Inner Frame Reinforcement	717	Dual West Coast Mirror w LH/RH Remote	215
Driver Controlled Differential Lock (One Axle)	506	Adjustable Steering Column	349
3 Piece Painted Steel Front Bumper	71	Epsilon ML0072 Grapple Loader and 20' Body 30 YD	89873
Air Cab Mounts	91	Subtotal From Additional Sheet(s):	
Battery Disconnect Mtd LH Driver Seat	131	Subtotal B:	110013

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Oil/Air Power Steering Cooler	447		
MXL 17T Meritor Extended Driveline	580	Subtotal From Additional Sheet(s):	
		Subtotal C:	1027

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:	1%
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D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	172692	=	Subtotal D:	172692
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E. H-GAC Order Processing Charge (Amount Per Current Policy)	Subtotal E:	1500
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F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Discount	-1508		
		Subtotal F:	-1508

Delivery Date:	G. Total Purchase Price (D+E+F):	172684
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**CONTRACT PRICING WORKSHEET**
For MOTOR VEHICLES OnlyContract
No.:

HT06-18

Date
Prepared:

9/26/2018

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Galveston	Contractor:	Houston Freightliner
Contact Person:		Prepared By:	Adam Neuse
Phone:		Phone:	713-580-8148
Fax:		Fax:	713-676-1603
Email:		Email:	adam.neuse@strhouston.com

Product Code:	C5	Description:	2020 Freightliner M2-106 SRA © Grapple Truck 30 Yard
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 61652**B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.**

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
B6.7 260 HP 660 LB FT TQ	3302	Basic High Back Air Driver Seat	159
Allison 3500 RDS Auto Trans	5033	2 Man Passenger Seat	134
DA-F-14.7-3 14,700 FR Axle	602	AM/FM Radio w Bluetooth	299
16,000 LB Taperleaf Front Suspension	863	Front Tow Hooks	71
RS-26-185 26,000 LB RR Axle	4429	Fuel Cooler	138
250" Wheelbase	975	315/80R22.5 20Ply FR Tires	623
7/16x3-9/16x11-1/8" Frame 120KSI	654	315/80R22.5 20Ply RR Tires	778
1/4" Inner Frame Reinforcement	717	Dual West Coast Mirror w LH/RH Remote	215
Driver Controlled Differential Lock (One Axle)	506	Adjustable Steering Column	349
3 Piece Painted Steel Front Bumper	71	Epsilon ML0072 Grapple Loader and 20' Body 30 YD	92388
Air Cab Mounts	91	Subtotal From Additional Sheet(s):	
Battery Disconnect Mtd LH Driver Seat	131	Subtotal B:	112528

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Oil/Air Power Steering Cooler	447		
MXL 17T Meritor Extended Driveline	580	Subtotal From Additional Sheet(s):	
		Subtotal C:	1027

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:	1%
--	---	----

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	175207	=	Subtotal D:	175207
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E. H-GAC Order Processing Charge (Amount Per Current Policy)	Subtotal E:	1500
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F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Discount	-1508		
		Subtotal F:	-1508

Delivery Date:	G. Total Purchase Price (D+E+F):	175199
----------------	----------------------------------	--------

Prepared for:
Dan Hudson
City of Galveston
823 Rosenberg
Galveston, TX 77550
Phone: 409-539-2381



Prepared by:
Adam Neuse
Houston Freightliner
9550 North Loop East
Houston, TX 77029
Phone:

A proposal for
City of Galveston

Prepared by
Houston Freightliner
Adam Neuse

Nov 06, 2018

Freightliner M2 106



Components shown may not reflect all spec'd options and are not to scale

Prepared for:
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Prepared by:
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 Houston Freightliner
 9550 North Loop East
 Houston, TX 77029
 Phone:

S P E C I F I C A T I O N P R O P O S A L

Description	Weight Front	Weight Rear
Price Level		
M2 PRL-18M (EFF:04/17/18)		
Data Version		
SPECPRO21 DATA RELEASE VER 028		
Interior Convenience/Driver Retention Package		
INTERIOR CONVENIENCE PACKAGE		
Vehicle Configuration		
M2 106 CONVENTIONAL CHASSIS	5,759	3,503
2020 MODEL YEAR SPECIFIED		
SET BACK AXLE - TRUCK		
STRAIGHT TRUCK PROVISION		
LH PRIMARY STEERING LOCATION		
General Service		
TRUCK CONFIGURATION		
DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
REFUSE SERVICE		
SANITATION BUSINESS SEGMENT		
MOIST BULK COMMODITY		
TERRAIN/DUTY: 10% (SOME) OF THE TIME, IN TRANSIT, IS SPENT ON NON-PAVED ROADS		
MAXIMUM 8% EXPECTED GRADE		
MAINTAINED GRAVEL OR CRUSHED ROCK - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
MEDIUM TRUCK WARRANTY		
EXPECTED FRONT AXLE(S) LOAD : 16000.0 lbs		
EXPECTED REAR DRIVE AXLE(S) LOAD : 40000.0 lbs		
EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 56000.0 lbs		

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 City of Galveston
 823 Rosenberg
 Galveston, TX 77550
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Prepared by:
 Adam Neuse
 Houston Freightliner
 9550 North Loop East
 Houston, TX 77029
 Phone:

	Description	Weight Front	Weight Rear
Truck Service			
	REFUSE, SIDE LOAD OR REAR PACKER BODY - UNLOADS IN A LANDFILL EXPECTED TRUCK BODY LENGTH : 0.0 ft HEIL ENVIRONMENTAL EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine			
	CUM L9 330 HP @ 2000 RPM, 2200 GOV RPM, 1000 LB/FT @ 1400 RPM	640	30
Electronic Parameters			
	69 MPH ROAD SPEED LIMIT CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT 5 MINUTE IDLE SHUTDOWN - TIMER RESET WITH CLUTCH AND SERVICE BRAKE PTO MODE ENGINE RPM LIMIT - 1100 RPM PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED PTO RPM WITH CRUISE SET SWITCH - 700 RPM PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM PTO MODE CANCEL VEHICLE SPEED - 5 MPH PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND PTO MINIMUM RPM - 700 REGEN INHIBIT SPEED THRESHOLD - 0 MPH		
Engine Equipment			
	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION 2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR) STANDARD OIL PAN ENGINE MOUNTED OIL CHECK AND FILL ONE PIECE VALVE COVER SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		

Prepared for:
 Dan Hudson
 City of Galveston
 823 Rosenberg
 Galveston, TX 77550
 Phone: 409-539-2381



Prepared by:
 Adam Neuse
 Houston Freightliner
 9550 North Loop East
 Houston, TX 77029
 Phone:

Description	Weight Front	Weight Rear
(2) DTNA GENUINE, FLOODED STARTING, MIN 2250CCA, 390RC, THREADED STUD BATTERIES		
BATTERY BOX FRAME MOUNTED		
STANDARD BATTERY JUMPERS		
SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
NON-POLISHED BATTERY BOX COVER		
CAB AUXILIARY POWER CABLE	5	
POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8	
POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
AIR COMPRESSOR DISCHARGE LINE		
ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH	20	
RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
11 FOOT 06 INCH (138 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
6 GALLON DIESEL EXHAUST FLUID TANK		
100 PERCENT DIESEL EXHAUST FLUID FILL		
LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
STANDARD DIESEL EXHAUST FLUID TANK CAP		

Prepared for:
 Dan Hudson
 City of Galveston
 823 Rosenberg
 Galveston, TX 77550
 Phone: 409-539-2381



Prepared by:
 Adam Neuse
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Description	Weight Front	Weight Rear
ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD(S)		
HORTON DRIVEMASTER ADVANTAGE ON/OFF FAN DRIVE		
AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
CUMMINS SPIN ON FUEL FILTER		
COMBINATION FULL FLOW/BYPASS OIL FILTER		
FLEETGUARD PLAIN COOLANT FILTER		
1100 SQUARE INCH ALUMINUM RADIATOR	20	
ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
RADIATOR DRAIN VALVE		
LOWER RADIATOR GUARD		
PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
ALUMINUM FLYWHEEL HOUSING		
ELECTRIC GRID AIR INTAKE WARMER		
DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		
Transmission		
ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
Transmission Equipment		
ALLISON VOCATIONAL PACKAGE 142 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS		
ALLISON VOCATIONAL RATING FOR REFUSE APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		

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Description	Weight Front	Weight Rear
PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
LOAD BASED SHIFT SCHEDULE AND VEHICLE ACCELERATION CONTROL RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED VOCATIONAL USAGE		
NEUTRAL AT STOP - DISABLED, FUELSENSE - DISABLED		
DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
DIRECTION CHANGE ENABLED WITH MULTIPLEXED SERVICE BRAKES - ALLISON 5TH GEN TRANSMISSIONS		
VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT BACK OF CAB		
ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED		
CUSTOMER INSTALLED CHELSEA 890 SERIES PTO		
PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION		
MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
TRANSMISSION PROGNOSTICS - ENABLED 2013		
WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		

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Description	Weight Front	Weight Rear
TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		
Front Axle and Equipment		
DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	190	
MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10	
NON-ASBESTOS FRONT BRAKE LINING CONMET CAST IRON FRONT BRAKE DRUMS FRONT BRAKE DUST SHIELDS	5	
FRONT OIL SEALS VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL STANDARD SPINDLE NUTS FOR ALL AXLES WABCO LONGSTROKE FRONT BRAKE CHAMBERS MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
TRW TAS-85 POWER STEERING POWER STEERING PUMP	40	
2 QUART SEE THROUGH POWER STEERING RESERVOIR OIL/AIR POWER STEERING COOLER	5	
SYNTHETIC 75W-90 FRONT AXLE LUBE		
Front Suspension		
18,000# FLAT LEAF FRONT SUSPENSION	290	
GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION FRONT SUSPENSION WITH LEFT HAND OFFSET SHACKLE BRACKET	4	
FRONT SHOCK ABSORBERS		
Rear Axle and Equipment		
MT-40-14XP 40,000# R-SERIES TANDEM REAR AXLE		2,530
6.14 REAR AXLE RATIO IRON REAR AXLE CARRIER WITH OPTIONAL HEAVY DUTY AXLE HOUSING		30
MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	20	20

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Description	Weight Front	Weight Rear
MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES		
DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30
(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AND REAR-REAR AXLE VALVE		
BLINKING LAMP WITH EACH INTERAXLE LOCK SWITCH, INTERAXLE UNLOCK DEFAULT WITH IGNITION OFF		
BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH		
MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
NON-ASBESTOS REAR BRAKE LINING		
BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
CONMET CAST IRON REAR BRAKE DRUMS		
REAR BRAKE DUST SHIELDS		10
SKF SCOTSEAL PLUS XL REAR OIL SEALS		
HALDEX GOLDSEAL LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS		
HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
SYNTHETIC 75W-90 REAR AXLE LUBE		
Rear Suspension		
TUFTRAC 46,000# REAR SPRING SUSPENSION		480
TUFTRAC STANDARD RIDE HEIGHT		
AXLE CLAMPING GROUP		
56 INCH AXLE SPACING		
FORE/AFT AND HEAVY DUTY TRANSVERSE CONTROL RODS		
REAR SHOCK ABSORBERS - TWO AXLES (TANDEM)		40
Brake System		
AIR BRAKE PACKAGE		
WABCO 4S/4M ABS		
REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
FIBER BRAID PARKING BRAKE HOSE		
STANDARD BRAKE SYSTEM VALVES		

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Description	Weight Front	Weight Rear
STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
STD U.S. FRONT BRAKE VALVE		
RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
AIR DRYER FRAME MOUNTED		
STEEL AIR BRAKE RESERVOIRS		
CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
PULL CABLES ON ALL AIR RESERVOIR(S)		
Trailer Connections		
UPGRADED CHASSIS MULTIPLEXING UNIT		
UPGRADED BULKHEAD MULTIPLEXING UNIT		
Wheelbase & Frame		
5725MM (225 INCH) WHEELBASE		
7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	370	290
2275MM (90 INCH) REAR FRAME OVERHANG		
FRAME OVERHANG RANGE: 81 INCH TO 90 INCH	-40	160
CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 159.45 in		
CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 156.45 in		
CALC'D FRAME LENGTH - OVERALL : 344.39		
CALC'D SPACE AVAILABLE FOR DECKPLATE : 159.45 in		
CALCULATED FRAME SPACE LH SIDE : 71.38 in		
CALCULATED FRAME SPACE RH SIDE : 99.45 in		
UNDER OR OVERSLUNG CROSSMEMBER		
SQUARE END OF FRAME		
FRONT CLOSING CROSSMEMBER		
LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12	
STANDARD CROSSMEMBER BACK OF TRANSMISSION		
STANDARD MIDSHIP #1 CROSSMEMBER(S)		
STANDARD REARMOIST CROSSMEMBER		
HEAVY DUTY SUSPENSION CROSSMEMBER		30

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Description	Weight Front	Weight Rear
Chassis Equipment		
THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
FRONT TOW HOOKS - FRAME MOUNTED	15	
BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
Fuel Tanks		
80 GALLON/302 LITER RECTANGULAR ALUMINUM FUEL TANK - LH	40	10
RECTANGULAR FUEL TANK(S)		
PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
FUEL TANK(S) FORWARD		
PLAIN STEP FINISH		
FUEL TANK CAP(S)		
DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR	-5	
EQUIFLO INBOARD FUEL SYSTEM		
NO NATURAL GAS VEHICLE FUEL TANK VENT LINE/STACK		
HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires		
BRIDGESTONE M870 315/80R22.5 20 PLY RADIAL FRONT TIRES	96	
BRIDGESTONE M726ELA 11R22.5 14 PLY RADIAL REAR TIRES		152
Hubs		
CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels		
MAXION WHEELS 10041 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66	

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Description	Weight Front	Weight Rear
MAXION WHEELS 90541 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS		
FRONT WHEEL MOUNTING NUTS		
REAR WHEEL MOUNTING NUTS		
Cab Exterior		
106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
AIR CAB MOUNTING		
NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
2-1/2 INCH FENDER EXTENSIONS	10	
LH AND RH GRAB HANDLES		
HOOD MOUNTED CHROMED PLASTIC GRILLE		
CHROME HOOD MOUNTED AIR INTAKE GRILLE		
FIBERGLASS HOOD		
SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK	4	
DUAL ELECTRIC HORNS		
SINGLE HORN SHIELD		
DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME WITH (4) KEYS		
REAR LICENSE PLATE MOUNT END OF FRAME		
INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL		
LED AERODYNAMIC MARKER LIGHTS		
DAYTIME RUNNING LIGHTS		
INTEGRAL STOP/TAIL/BACKUP LIGHTS		
STANDARD FRONT TURN SIGNAL LAMPS		
DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS		
DOOR MOUNTED MIRRORS		
102 INCH EQUIPMENT WIDTH		
LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
RH DOWN VIEW MIRROR		
RH AND LH 8 INCH STAINLESS STEEL FENDER MOUNTED CONVEX MIRRORS WITH TRIPOD BRACKETS	8	
STANDARD SIDE/REAR REFLECTORS		

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Description	Weight Front	Weight Rear
ELECTRIC HORN WARNING SYSTEM FOR PARK BRAKE NOT SET WITH DOOR OPEN AND ALL IGNITION KEY POSITIONS		
63X14 INCH TINTED REAR WINDOW		
TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
MANUAL DOOR WINDOW REGULATORS		
TINTED WINDSHIELD		
2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		
WHITE WINTERFRONT	2	
Cab Interior		
OPAL GRAY VINYL INTERIOR		
MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR		
MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR		
BLACK MATS WITH SINGLE INSULATION		
DASH MOUNTED ASH TRAYS AND LIGHTER		
FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		
IN DASH STORAGE BIN		
(2) CUP HOLDERS LH AND RH DASH		
GRAY/CHARCOAL FLAT DASH		
SMART SWITCH EXPANSION MODULE		
5 LB. FIRE EXTINGUISHER	10	
HEATER, DEFROSTER AND AIR CONDITIONER		
STANDARD HVAC DUCTING		
MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES		
DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR		
BINARY CONTROL, R-134A		
STANDARD INSULATION		
SOLID-STATE CIRCUIT PROTECTION AND FUSES		
12V NEGATIVE GROUND ELECTRICAL SYSTEM		

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Description	Weight Front	Weight Rear
LH AND RH DOOR ACTIVATED DOME LIGHTS, DUAL READING LIGHTS AND LH AND RH DOOR MOUNTED COURTESY LIGHTS		
CAB DOOR LATCHES WITH MANUAL DOOR LOCKS		
(1) 12 VOLT POWER SUPPLY IN DASH		
TRIANGULAR REFLECTORS WITHOUT FLARES	10	
BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
2 MAN TOOL BOX MID BACK NON SUSPENSION PASSENGER SEAT	20	
LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
BLACK MORDURA CLOTH DRIVER SEAT COVER		
BLACK MORDURA CLOTH PASSENGER SEAT COVER		
HIGH VISIBILITY ORANGE SEAT BELTS		
ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
4-SPOKE 18 INCH (450MM) STEERING WHEEL		
DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

WOODGRAIN DRIVER INSTRUMENT PANEL	
WOODGRAIN CENTER INSTRUMENT PANEL	
ENGINE REMOTE INTERFACE WITHOUT INTERLOCKS	
BLACK GAUGE BEZELS	
LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM	
2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES	
INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS	
97 DB BACKUP ALARM	3
ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL	
KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY	
ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED	

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Description	Weight Front	Weight Rear
HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
2 INCH ELECTRIC FUEL GAUGE		
PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE		
ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS		
ELECTRIC ENGINE OIL PRESSURE GAUGE		
OVERHEAD INSTRUMENT PANEL		
AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH AND USB AND AUXILIARY INPUTS, J1939	10	
DASH MOUNTED RADIO		
(2) RADIO SPEAKERS IN CAB		
AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
POWER AND GROUND STUDS IN/UNDER DASH		
ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
STANDARD VEHICLE SPEED SENSOR		
ELECTRONIC 3000 RPM TACHOMETER		
IDLE LIMITER, ELECTRONIC ENGINE		
PRE-TRIP LAMP INSPECTION, ALL OUTPUTS FLASH, WITH SMART SWITCH		
DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		

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	Description	Weight Front	Weight Rear
	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		

Design

PAINT: ONE SOLID COLOR

Color

CAB COLOR A: L0006EB WHITE ELITE BC
 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS
 PAINT
 POWDER WHITE (N0006EA) FRONT
 WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
 POWDER WHITE (N0006EA) REAR
 WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
 BUMPER PAINT: FP24812 ARGENT SILVER
 DUPONT FLEX
 STANDARD E COAT/UNDERCOATING

Certification / Compliance

U.S. FMVSS CERTIFICATION, EXCEPT SALES
 CABS AND GLIDER KITS

Secondary Factory Options

CORPORATE PDI CENTER IN-SERVICE ONLY
 DEALER HAS BEEN ADVISED OF AND
 ACCEPTED RESPONSIBILITY FOR
 MODIFICATIONS DUE TO POSSIBLE
 PTO/CHASSIS INTERFERENCE

TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	7926 lbs	7403 lbs	15329 lbs
Total Weight ⁺	7926 lbs	7403 lbs	15329 lbs

Extended Warranty

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TOWING: 1 YEAR/UNLIMITED MILES/KM EXTENDED TOWING
COVERAGE \$550 CAP FEX APPLIES

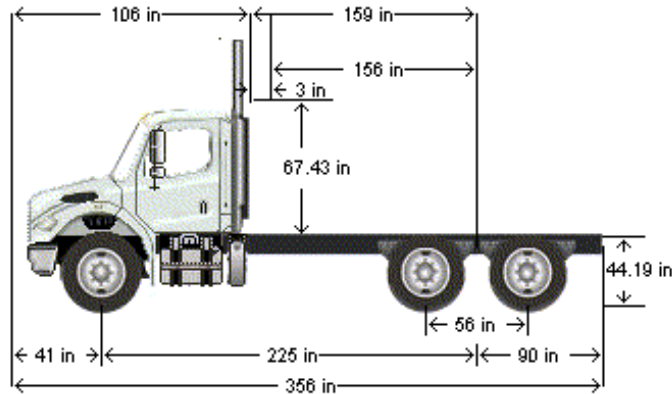
(+) Weights shown are estimates only.
If weight is critical, contact Customer Application Engineering.

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D I M E N S I O N S



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model	M2106
Wheelbase (545)	5725MM (225 INCH) WHEELBASE
Rear Frame Overhang (552)	2275MM (90 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)	159.4
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	156.4
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	249.4
Cab Height (CH)	67.4
Wheelbase (WB)	225.0
Frame Overhang (OH)	90.0
Overall Length (OAL)	355.7
Rear Axle Spacing	56.0
Unladen Frame Height at Centerline of Rear Axle	44.2

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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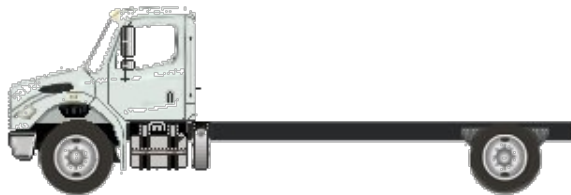
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A proposal for
City of Galveston

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Nov 06, 2018

Freightliner M2 106



Components shown may not reflect all spec'd options and are not to scale

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SPECIFICATION PROPOSAL

Description	Weight Front	Weight Rear
Price Level		
M2 PRL-18M (EFF:04/17/18)		
Data Version		
SPECPRO21 DATA RELEASE VER 028		
Vehicle Configuration		
M2 106 CONVENTIONAL CHASSIS	5,759	3,503
2020 MODEL YEAR SPECIFIED		
SET BACK AXLE - TRUCK		
STRAIGHT TRUCK PROVISION		
LH PRIMARY STEERING LOCATION		
General Service		
TRUCK CONFIGURATION		
DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
REFUSE SERVICE		
GOVERNMENT BUSINESS SEGMENT		
DRY BULK COMMODITY		
TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
MAXIMUM 8% EXPECTED GRADE		
SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
MEDIUM TRUCK WARRANTY		
EXPECTED FRONT AXLE(S) LOAD : 14700.0 lbs		
EXPECTED REAR DRIVE AXLE(S) LOAD : 26000.0 lbs		
EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 40700.0 lbs		
Truck Service		
FLATBED/PLATFORM/STAKE BODY		

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Description	Weight Front	Weight Rear
EXPECTED TRUCK BODY LENGTH : 0.0 ft		
PETERSEN INDUSTRIES		
EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine		
CUM B6.7 260 HP @ 2400 RPM, 2600 GOV, 660 LB/FT @ 1600 RPM		
Electronic Parameters		
72 MPH ROAD SPEED LIMIT		
CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
PTO MODE ENGINE RPM LIMIT - 1100 RPM		
PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
PTO MINIMUM RPM - 700		
REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
Engine Equipment		
2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION		
NO 2008 CARB EMISSION CERTIFICATION		
STANDARD OIL PAN		
ENGINE MOUNTED OIL CHECK AND FILL		
ONE PIECE VALVE COVER		
SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
(2) DTNA GENUINE, FLOODED STARTING, MIN 2250CCA, 390RC, THREADED STUD BATTERIES		
BATTERY BOX FRAME MOUNTED		
BATTERY JUMPERS WITH MEGA FUSE JUNCTION BLOCK (MFJB)	4	
SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		

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Description	Weight Front	Weight Rear
WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
NON-POLISHED BATTERY BOX COVER		
NO CAB AUXILIARY POWER WIRING		
POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH WITH LOCKING PROVISION MOUNTED OUTBOARD DRIVER SEAT	8	
CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
AIR COMPRESSOR DISCHARGE LINE		
ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH	20	
RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE		
ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
STANDARD EXHAUST SYSTEM LENGTH		
RH STANDARD HORIZONTAL TAILPIPE		
6 GALLON DIESEL EXHAUST FLUID TANK		
100 PERCENT DIESEL EXHAUST FLUID FILL		
LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
STANDARD DIESEL EXHAUST FLUID TANK CAP		
BORG WARNER VISCOUS FAN DRIVE		
CUMMINS SPIN ON FUEL FILTER		
FULL FLOW OIL FILTER		
950 SQUARE INCH ALUMINUM RADIATOR	50	
ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		

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Description	Weight Front	Weight Rear
RADIATOR DRAIN VALVE		
LOWER RADIATOR GUARD		
PHILLIPS-TEMRO 750 WATT/115 VOLT BLOCK HEATER	4	
BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
ALUMINUM FLYWHEEL HOUSING		
ELECTRIC GRID AIR INTAKE WARMER		
DELCO 12V 29MT STARTER WITH INTEGRATED MAGNETIC SWITCH		
Transmission		
ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
Transmission Equipment		
ALLISON VOCATIONAL PACKAGE 170 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS AND EVS		
ALLISON VOCATIONAL RATING FOR REFUSE APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 5, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 5, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		

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Description	Weight Front	Weight Rear
LOAD BASED SHIFT SCHEDULE AND VEHICLE ACCELERATION CONTROL RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED VOCATIONAL USAGE		
NEUTRAL AT STOP - DISABLED, FUELSense - DISABLED		
DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
DIRECTION CHANGE ENABLED WITH MULTIPLEXED SERVICE BRAKES - ALLISON 5TH GEN TRANSMISSIONS		
VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT BACK OF CAB		
ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED		
CUSTOMER INSTALLED CHELSEA 277 SERIES PTO		
PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION		
MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
TRANSMISSION PROGNOSTICS - ENABLED 2013		
WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74
 DROP SINGLE FRONT AXLE
 MERITOR 16.5X5 Q+ CAST SPIDER CAM FRONT
 BRAKES, DOUBLE ANCHOR, FABRICATED
 SHOES
 NON-ASBESTOS FRONT BRAKE LINING
 CONMET CAST IRON FRONT BRAKE DRUMS
 FRONT OIL SEALS
 VENTED FRONT HUB CAPS WITH WINDOW,
 CENTER AND SIDE PLUGS - OIL
 STANDARD SPINDLE NUTS FOR ALL AXLES

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Description	Weight Front	Weight Rear
MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
TRW TAS-85 POWER STEERING POWER STEERING PUMP	40	
2 QUART SEE THROUGH POWER STEERING RESERVOIR		
OIL/AIR POWER STEERING COOLER	5	
ORGANIC SAE 80/90 FRONT AXLE LUBE		
Front Suspension		
16,000# FLAT LEAF FRONT SUSPENSION	260	
GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION		
NO FRONT SHOCK ABSORBERS	-30	
Rear Axle and Equipment		
RS-26-185 26,000# T-SERIES SINGLE REAR AXLE		255
5.38 REAR AXLE RATIO		
IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	20	20
DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20
(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE		
BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH		
MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR HEAVY DUTY BRAKE AND SHOES		40
NON-ASBESTOS REAR BRAKE LINING		
BRAKE CAMS AND CHAMBERS ON REAR SIDE OF DRIVE AXLE(S)		
WEBB HEAVY WEIGHT CAST IRON REAR BRAKE DRUMS		80
REAR OIL SEALS		
WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
ORGANIC SAE 80/90 REAR AXLE LUBE		

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Description	Weight Front	Weight Rear
Rear Suspension		
26,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD SPRING SUSPENSION - NO AXLE SPACERS STANDARD AXLE SEATS IN AXLE CLAMP GROUP FORE/AFT CONTROL RODS		170
Brake System		
AIR BRAKE PACKAGE WABCO 4S/4M ABS REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES FIBER BRAID PARKING BRAKE HOSE STANDARD BRAKE SYSTEM VALVES STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM STD U.S. FRONT BRAKE VALVE RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE BW AD-9 BRAKE LINE AIR DRYER WITH HEATER AIR DRYER MOUNTED INBOARD ON LH RAIL STEEL AIR TANKS MOUNTED AFT INSIDE AND/OR BELOW FRAME JUST FORWARD OF REAR SUSPENSION PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS	20	
Trailer Connections		
UPGRADED CHASSIS MULTIPLEXING UNIT UPGRADED BULKHEAD MULTIPLEXING UNIT		
Wheelbase & Frame		
6350MM (250 INCH) WHEELBASE		
7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	470	320
1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	200	430
2950MM (116 INCH) REAR FRAME OVERHANG FRAME OVERHANG RANGE: 111 INCH TO 120 INCH	-120	510
CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 184.45 in		

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Description	Weight Front	Weight Rear
CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 181.45 in		
CALC'D FRAME LENGTH - OVERALL : 395.49		
CALC'D SPACE AVAILABLE FOR DECKPLATE : 184.45 in		
CALCULATED FRAME SPACE LH SIDE : 164.54 in		
CALCULATED FRAME SPACE RH SIDE : 164.51 in		
SQUARE END OF FRAME		
FRONT CLOSING CROSSMEMBER		
LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12	
STANDARD CROSSMEMBER BACK OF TRANSMISSION		
STANDARD MIDSHIP #1 CROSSMEMBER(S)		
STANDARD REARMOST CROSSMEMBER		
STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment		
THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
FRONT TOW HOOKS - FRAME MOUNTED	15	
BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
Fuel Tanks		
50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20	
RECTANGULAR FUEL TANK(S)		
PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
FUEL TANK(S) FORWARD		
PLAIN STEP FINISH		
FUEL TANK CAP(S)		
DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR AND HAND PRIMER	-5	
EQUIFLO INBOARD FUEL SYSTEM		

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	Description	Weight Front	Weight Rear
	NO NATURAL GAS VEHICLE FUEL TANK VENT LINE/STACK		
	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
	FUEL COOLER MOUNTED LEFT HAND IN RAIL	10	
Tires			
	MICHELIN X LINE ENERGY Z 315/80R22.5 20 PLY RADIAL FRONT TIRES	50	
	MICHELIN X WORKS Z 315/80R22.5 20 PLY RADIAL REAR TIRES		200
Hubs			
	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
	ACCURIDE 29300 22.5X9.00 10-HUB PILOT 6.38 INSET 5-HAND STEEL DISC FRONT WHEELS	82	
	ACCURIDE 29300 22.5X9.00 10-HUB PILOT 5- HAND STEEL DISC REAR WHEELS		164
	FRONT WHEEL MOUNTING NUTS		
	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
	AIR CAB MOUNTING		
	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
	2-1/2 INCH FENDER EXTENSIONS	10	
	LH AND RH GRAB HANDLES		
	PAINTED PLASTIC GRILLE		
	ARGENT SILVER HOOD MOUNTED AIR INTAKE GRILLE		
	FIBERGLASS HOOD		
	SINGLE 14 INCH ROUND POLISHED AIR HORN ROOF MOUNTED	4	
	SINGLE ELECTRIC HORN		
	SINGLE HORN SHIELD		
	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
	REAR LICENSE PLATE MOUNT END OF FRAME		

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Description	Weight Front	Weight Rear
INTEGRAL HEADLIGHT/MARKER ASSEMBLY		
LED AERODYNAMIC MARKER LIGHTS		
FREIGHTLINER LED FLANGE MOUNTED STOP/TAIL/TURN LIGHTS WITH SEPARATE INCANDESCENT BACKUP LIGHTS		5
STANDARD FRONT TURN SIGNAL LAMPS		
DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
DOOR MOUNTED MIRRORS		
102 INCH EQUIPMENT WIDTH		
LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
RH DOWN VIEW MIRROR		
STANDARD SIDE/REAR REFLECTORS		
63X14 INCH TINTED REAR WINDOW		
TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
MANUAL DOOR WINDOW REGULATORS		
TINTED WINDSHIELD		
2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		

Cab Interior

OPAL GRAY VINYL INTERIOR
 MOLDED PLASTIC DOOR PANEL WITHOUT
 VINYL INSERT WITH ALUMINUM KICKPLATE
 LOWER DOOR
 MOLDED PLASTIC DOOR PANEL WITHOUT
 VINYL INSERT WITH ALUMINUM KICKPLATE
 LOWER DOOR
 BLACK MATS WITH SINGLE INSULATION
 FORWARD ROOF MOUNTED CONSOLE WITH
 UPPER STORAGE COMPARTMENTS WITHOUT
 NETTING
 IN DASH STORAGE BIN
 (2) CUP HOLDERS LH AND RH DASH
 GRAY/CHARCOAL FLAT DASH
 SMART SWITCH EXPANSION MODULE
 HEATER, DEFROSTER AND AIR CONDITIONER
 STANDARD HVAC DUCTING

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Description	Weight Front	Weight Rear
MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
STANDARD HEATER PLUMBING		
DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR		
BINARY CONTROL, R-134A		
STANDARD INSULATION		
SOLID-STATE CIRCUIT PROTECTION AND FUSES		
12V NEGATIVE GROUND ELECTRICAL SYSTEM		
DOME DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF		
CAB DOOR LATCHES WITH MANUAL DOOR LOCKS		
(1) 12 VOLT POWER SUPPLY IN DASH		
BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
2 MAN TOOL BOX MID BACK NON SUSPENSION PASSENGER SEAT	20	
LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER		
BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER		
HIGH VISIBILITY ORANGE SEAT BELTS WITH DRIVER INDICATOR LIGHT AND AUDIBLE ALARM		
ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
4-SPOKE 18 INCH (450MM) STEERING WHEEL		
DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

GRAY DRIVER INSTRUMENT PANEL
 GRAY CENTER INSTRUMENT PANEL
 ENGINE REMOTE INTERFACE WITH PARK BRAKE AND NEUTRAL INTERLOCKS
 BLACK GAUGE BEZELS
 LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM
 2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES

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Description	Weight Front	Weight Rear
INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		
HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
2 INCH ELECTRIC FUEL GAUGE		
ENGINE REMOTE INTERFACE FOR REMOTE THROTTLE		
ENGINE REMOTE INTERFACE CONNECTOR IN ENGINE COMPARTMENT		
ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP - PARK BRAKE AND NEUTRAL INTERLOCK	5	
ELECTRIC ENGINE OIL PRESSURE GAUGE		
OVERHEAD INSTRUMENT PANEL		
AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH AND USB AND AUXILIARY INPUTS, J1939	10	
DASH MOUNTED RADIO		
(2) RADIO SPEAKERS IN CAB		
AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
POWER AND GROUND WIRING PROVISION OVERHEAD		
CB WIRING ONLY TO ROOF/OVERHEAD CONSOLE; NO MOUNTING PROVISION		
ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
STANDARD VEHICLE SPEED SENSOR		
ELECTRONIC 3000 RPM TACHOMETER		

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Description	Weight Front	Weight Rear
IDLE LIMITER, ELECTRONIC ENGINE		
DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		

Design

PAINT: ONE SOLID COLOR

Color

CAB COLOR A: L0006EB WHITE ELITE BC
 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
 POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
 POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
 BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX
 STANDARD E COAT/UNDERCOATING

Certification / Compliance

U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS

Secondary Factory Options

CORPORATE PDI CENTER IN-SERVICE ONLY

TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
--	-----------------	----------------	-----------------

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Factory Weight ⁺	7189 lbs	5777 lbs	12966 lbs
Total Weight ⁺	7189 lbs	5777 lbs	12966 lbs

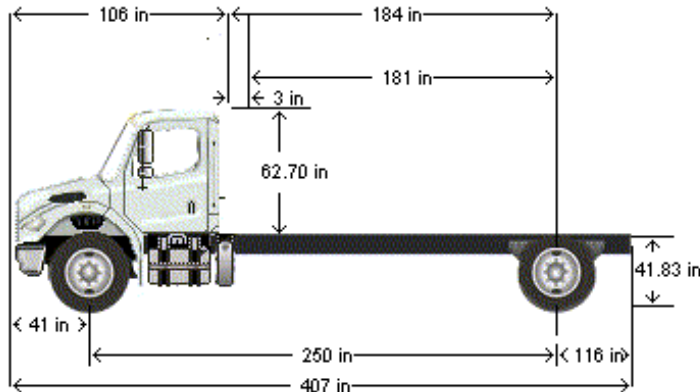
(+) Weights shown are estimates only.
If weight is critical, contact Customer Application Engineering.

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DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model M2106
Wheelbase (545) 6350MM (250 INCH) WHEELBASE
Rear Frame Overhang (552) 2950MM (116 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)	184.4
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	181.4
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	300.4
Cab Height (CH)	62.7
Wheelbase (WB)	250.0
Frame Overhang (OH)	116.0
Overall Length (OAL)	406.7
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	41.8

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



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November 2, 2018

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Re: Refuse Bodies, Trailers, Other Bodies
BuyBoard Contract 516-16

The Local Government Purchasing Cooperative d/b/a BuyBoard® (Cooperative) awarded your company a contract under Refuse Bodies, Trailers, Other Bodies, Contract 516-16, for which the current term is set to expire November 30, 2018. At this time, we are renewing your contract through November 30, 2019. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree with the renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me immediately via email at connie.burkett@tasb.org.

Reminder: All purchase orders must be processed through the BuyBoard. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member. Accepting orders directly from a member entity without Cooperative authorization is a violation of the terms of your contract. We request your assistance in immediately forwarding any orders received directly from member entities. Purchase orders may be sent to us either by fax (800-211-5454) or by email (info@buyboard.com). If by chance an order sent directly to you has been unintentionally processed, please forward it to the Cooperative and note it as **RECORD ONLY** to prevent duplication.

If you have questions or comments concerning this renewal, please contact me as soon as possible at connie.burkett@tasb.org. We appreciate your interest and participation in The Local Government Purchasing Cooperative.

Sincerely,

Connie W Burkett, CTSBS
Contract Administrator



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

October 19, 2016

Sent Via E-mail: donaldsiptak@heiloftexas.com

Donald Siptak
Texan Waste Equipment Inc.
5900 Wheeler St.
Houston, TX 77023

Re: Notice of The Local Government Purchasing Cooperative Award

Proposal Name and Number: Refuse Bodies, Trailers, and Other Bodies No. 516-16

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 12/1/2016 through 11/30/2017, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 516-16 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

- Vendor Quick Reference Sheet
- Electronic Catalog Format Instructions
- Vendor Billing Procedures

You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply.** Please forward by fax (1-800-211-5454) any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

Per proposal specifications, awarded vendors will have 30 days or sooner to submit their electronic catalog including pricing. If the electronic data is not provided within 30 days or sooner of notice of award, we reserve the right to inactivate any company's award information from the BuyBoard until such time the electronic data is received.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **BuyBoard Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas
BuyBoard Procurement Director
v.12.15



The Local Government Purchasing Cooperative is endorsed by the Texas Association of School Boards, Texas Municipal League, Texas Association of Counties, and the Texas Association of School Administrators.



16437

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PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Refuse Bodies, Trailers, and
Other Bodies

Proposal Opening Date and Time:
April 19, 2016 at 2:00 PM

Proposal Number: 516-16

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Contract Time Period: November 1, 2016
through October 31, 2017 with two (2) possible
one-year renewals.

Anticipated Cooperative Board Meeting Date:
September 2016

Texan Waste Equipment Inc.
Name of Proposing Company

04/07/2016
Date

5900 Wheeler St.
Street Address


Signature of Authorized Company Official

Houston, TX 77023
City, State, Zip

Donald Siptak
Printed Name of Authorized Company Official

713-923-7600
Telephone Number of Authorized Company Official

Sales Manager
Position or Title of Authorized Company Official

713-923-5522
Fax Number of Authorized Company Official

76-0681266
Federal ID Number

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions, General Terms and Conditions, Attachments/Forms, Item Specifications, and Line Items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;

CD / Powell

H-N
N-Y



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4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by another governmental entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format for posting on the BuyBoard as a prerequisite to activation of your contract;
5. You have clearly identified any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a Form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.



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VENDOR PURCHASE ORDER, REQUEST FOR QUOTES, AND INVOICE RECEIPT OPTIONS

Company: Texan Waste Equipment Inc. General Contact Name: Donald Siptak

Purchase Orders: Purchase orders from Cooperative members will be available through the Internet or by facsimile.

Option 1: Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors that choose this option to assist them with retrieving their orders.

Option 2: Fax. Vendors need a designated fax line available at all times to receive purchase orders.

Please choose only one (1) of the following options for receipt of purchase orders and provide the requested information:

☒ I will use the **INTERNET** to receive purchase orders.

E-mail Address: donaldsiptak@heiloftexas.com

Internet Contact: Donald Siptak Phone: 713-923-7600

Alternate E-mail Address: ar@heiloftexas.com

Alternate Internet Contact: Amanda Black Phone: 713-923-7600

☐ I will receive purchase orders via **FAX**.

Fax Number: _____

Fax Contact: _____ Phone: _____

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

E-mail Address: donaldsiptak@heiloftexas.com

Alternate E-mail Address: ar@heiloftexas.com

Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Mailing address: 5900 Wheeler St. **Department:** Accounting Dept.

City: Houston **State:** TX **Zip Code:** 77023

Contact Name: Amanda Black **Phone:** 713-923-7600

Fax: 713-923-5522 **E-mail Address:** ar@heiloftexas.com

Alternative E-mail Address: donaldsiptak@heiloftexas.com



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FORM B

COMM.V.11.18.15

FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- ☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

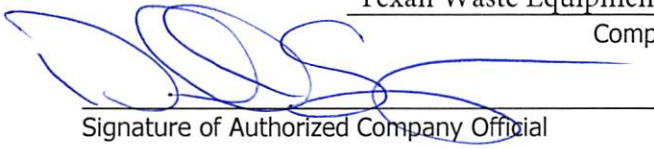
Name of Felon(s): _____

Details of Conviction(s): _____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

Texan Waste Equipment Inc. dba Heil of Texas

Company Name


Signature of Authorized Company Official

Donald Siptak

Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Texan Waste Equipment Inc. dba Heil of Texas

Company Name


Signature of Authorized Company Official

Donald Siptak

Printed Name

FORM C

COMM.V.11.18.15



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RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a person whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions. Please check (✓) one of the following.

☒ I certify that my company is a **Resident Proposer.**

☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

<u>Texan Waste Equipment Inc. dba Heil of Texas</u>	<u>5900 Wheeler St.</u>	
Company Name	Address	
<u>Houston</u>	<u>TX</u>	<u>77023</u>
City	State	Zip Code

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☐ No

B. What is the prescribed amount or percentage? \$ _____ or _____ %

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas? Please check (✓) one of the following.

☐ Yes ☒ No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification.

Texan Waste Equipment dba Heil of Texas
Company Name


Signature of Authorized Company Official

Donald Siptak
Printed Name



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HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (✓) all that apply

- ☐ I certify that my company has been certified as a HUB in the following categories:
- ☐ **Minority Owned Business**
 - ☐ **Women Owned Business**
 - ☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

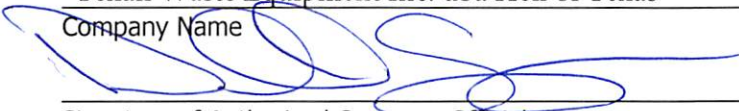
Certification Number:

Name of Certifying Agency:

- ☒ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Texan Waste Equipment Inc. dba Heil of Texas
Company Name


Signature of Authorized Company Official

Donald Siptak
Printed Name



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AFFIRMATION REGARDING CONSTRUCTION-RELATED GOODS AND SERVICES

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, attached to this Form F, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services.

By signature below, the undersigned affirms that Proposer has read and understands the Advisory attached to this Form F and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

Texan Waste Equipment dba Heil of Texas
Company Name


Signature of Authorized Company Official

Donald Siptak
Printed Name

4/7/2016
Date



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BUYBOARD PROCUREMENT AND CONSTRUCTION-RELATED GOODS AND SERVICES ADVISORY FOR TEXAS MEMBERS

Why make purchases using BuyBoard? Purchasing through a cooperative or "interlocal contract" satisfies the requirement of local governments to seek competitive procurement for the purchase of goods or services.¹ Therefore, you may purchase goods and services from a vendor through BuyBoard without having to conduct your own competitive procurement. If, however, you are procuring construction-related services through a BuyBoard Job Order Contract (JOC) or contract for the installation of equipment or materials (e.g., athletic fields and surfaces, kitchen equipment, HVAC, playground equipment, or modular buildings), you may, as explained in this Advisory, need to procure certain aspects of these services using a separate procurement process outside of the BuyBoard and should consult your procurement officer and/or legal advisor for specific advice.

What is BuyBoard's Procurement Process? The BuyBoard uses a competitive procurement process to award contracts to vendors for goods and services that the BuyBoard determines, based on an evaluation of multiple criteria, represents the best value for its members.

How does BuyBoard award a contract to a vendor? As a condition of being awarded a BuyBoard contract, a vendor is bound by and must agree to comply with all the terms of the BuyBoard's proposal invitation (or specifications), the vendor's proposal response, and any additional contract terms negotiated with the BuyBoard member. Among other things, the vendor must honor the pricing submitted in the vendor's proposal. **THE PRICE YOU PAY FOR THE GOODS AND SERVICES COVERED BY THE BUYBOARD CONTRACT MAY BE LESS THAN THE AWARDED PRICING, BUT CANNOT BE MORE.** Additionally, the vendor must comply with the BuyBoard contract's general terms and conditions, and any additional terms and conditions that apply to the specific BuyBoard contract, as set out in the proposal invitation.

How does a BuyBoard member make purchases through the BuyBoard contract? You utilize the awarded BuyBoard contract by issuing a signed purchase order through the BuyBoard online application to procure the selected goods or services. Although BuyBoard must receive a copy of the signed purchase order, BuyBoard does not review or approve the purchase order or other supplemental agreement that you obtain – this is a matter between you and the vendor. If construction-related services are procured through the BuyBoard, additional contracts with professionals and the contractor may be required, depending on the nature and scope of the services. As stated above, you should consult your procurement officer and/or legal advisor for specific advice.

How do I know that my entity has made a purchase through the BuyBoard?

BuyBoard must have a copy of the purchase order in order for the purchase to be considered a BuyBoard procurement. To ensure that your entity has satisfied state law requirements for competitive procurement, make sure that the BuyBoard has your purchase order. Do not rely on the vendor to submit the purchase order on your behalf; it is your responsibility to make sure that the BuyBoard has the signed purchase order. You may log in to www.buyboard.com using your member I.D. and password to view the Purchase Order Status Report to confirm that the purchase order is in the BuyBoard system.

What should BuyBoard members consider when using BuyBoard for construction-related purchases? While purchasing goods and services through BuyBoard satisfies your legal requirement to competitively procure a good or service, as a general matter you must keep in mind other legal requirements that may relate to the purchase, especially when using BuyBoard for construction-related procurement.



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When making construction-related purchases through a BuyBoard contract, BuyBoard members must consider the following:

- **Best value determination.** In compliance with Texas law and any local policy, your entity must first determine that purchasing through an interlocal contract or purchasing cooperative is the procurement method that will provide best value.ⁱ This is done by the governing body (e.g., board of trustees, council, commissioners' court, etc.) or may be delegated by the governing body to an individual or committee, with written notice.
- **Products or services not covered by the BuyBoard contract.** The BuyBoard contract covers only the specific goods and services awarded by the BuyBoard. If you want to purchase from a BuyBoard vendor goods or services from a BuyBoard vendor that are not covered by the vendor's BuyBoard contract, such as architectural, design, or engineering services, you must procure them separately in accordance with state law and local policy.
- **Architectural or Engineering and Independent Testing services.** If your procurement includes a construction component that requires architectural or engineering services, you must procure those services separately. **YOU MAY NOT PROCURE ARCHITECTURAL OR ENGINEERING SERVICES THROUGH A BUYBOARD CONTRACT.** Texas law requires architectural and engineering services to be obtained in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and prohibits them from being procured through a purchasing cooperative.ⁱⁱⁱ
 - **Architecture.** A new building owned by a political subdivision having construction costs exceeding \$100,000 or an alteration or addition to an existing building having construction costs exceeding \$50,000 must have architectural plans and specifications prepared by an architect.^{iv} (An "alteration" or "addition" for purposes of this requirement requires the removal, relocation, or addition of a wall or partition or the alteration or addition of an exit.)
 - **Engineering.** If the goods or services procured through the BuyBoard will involve engineering in which the public health, welfare, or safety is involved, the plans for structural, mechanical, electrical, electronic, fire suppression, geotechnical systems, foundation design, surface water drainage, plumbing and certain roof modifications and associated estimates must be prepared by an engineer, and the engineering construction must be performed under the direct supervision of an engineer.^v The Engineering Practice Act provides two exceptions to this rule – no engineer is required if (1) the project involves mechanical or electrical engineering and will cost \$8,000 or less, or (2) the project does not require mechanical or electrical engineering and will cost \$20,000 or less.^{vi}
 - **Independent Testing.** If acceptance of a facility by a public entity involves independent testing of construction materials engineering and/or verification testing services, the testing services should be procured under the Professional Services Procurement Act, and may not be procured under a BuyBoard contract.
 - **Written Certification.** Effective 09/01/2013, a local governmental entity purchasing construction-related goods and services through a cooperative in an amount that exceeds \$50,000 must designate a person to certify in writing that the project does not require the preparation of plans or specifications by an architect or engineer OR that an architect or engineer has prepared the plans or specifications.^{vii}



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- **Bonds.** You must also consider whether the vendor is required to provide a payment or performance bond. A payment bond is required for contracts that exceed \$25,000 to protect subcontractors who supply labor or materials for the project. A performance bond is required for a contract that exceeds \$100,000, to protect the local government if a contractor fails to complete the project.^{viii} Without payment and performance bonds, if the contractor fails to pay its subcontractors or to complete the project, the public entity that entered the contract can be held responsible for payment claims or costs to complete.
- **Construction Contract.** Even though the procurement of construction or construction-related services may be through the BuyBoard, your construction contract is between your entity and the contractor. The BuyBoard contract's general terms and conditions, standing alone, are not sufficient to document your entity's specific transaction. THEREFORE, YOU SHOULD USE AN APPROPRIATE FORM OF CONSTRUCTION CONTRACT JUST AS YOU WOULD DO IF YOU PROCURED CONSTRUCTION SERVICES INDEPENDENTLY, USING COMPETITIVE SEALED PROPOSALS. The contract must contain provisions required by state law including: performance and payment bonds, requirements for payment of prevailing wages to all construction workers, workers' compensation coverage for all workers and, on projects where contractor employees may have direct contact with students, criminal history record checks. Other provisions which should be considered in the construction contract are retainage, contingency, liquidated damages and dispute resolution, among others. By supplementing the BuyBoard contract with an appropriate form of construction contract, you ensure that your entity's unique interests are addressed and that your entity can enforce the contract directly.
- **Legal advice.** Because of the variety of laws that relate to construction-related purchasing and the potential risk of high exposure, you are well-advised to consult with your entity's legal counsel before procuring construction-related goods and services under any procurement method, including a purchasing cooperative.

This Advisory is provided for educational purposes only to facilitate a general understanding of the law. This Advisory is neither an exhaustive treatment on the subject nor is it intended to substitute for the advice of an attorney.

For more information about BuyBoard, contact us at 800-695-2919.

-
- i. Tex. Gov't Code §791.025 and Tex. Local Gov't Code §271.102.
 - ii. Tex. Ed. Code §44.031(a) (school districts); Tex. Local Gov't Code §252.043(a)(municipalities) and §262.022(5-a) and §262.027(counties)
 - iii. Tex. Gov't Code §2254.004 and §791.011(h)
 - iv. Tex. Occ. Code §1051.703
 - v. Tex. Occ. Code §1001.0031(c)
 - vi. Tex. Occ. Code §1001.053
 - vii. Tex. Gov't Code §791.011(j), effective September 1, 2013
 - viii. Tex. Gov't Code §2253.021(a)

Issued March 31, 2014



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DEVIATION AND COMPLIANCE SIGNATURE FORM

If your company intends to deviate from the General Terms and Conditions, Item Specifications or other requirements associated with this Proposal Invitation, you must list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form, an attachment to this form, or elsewhere in your Proposal. (If you do not provide the information on or as an attachment to this form, the information must be clearly identified in your Proposal.) The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Item Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation.

- ☐ **No;** Deviations
☒ **Yes;** Deviations

List and fully explain any deviations you are submitting:

Our bid will be FOB Shipping Point due to our equipment varies in Height and Size, and on
occasion needs to be transported via flatbed rather than driven.

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☒ Common Carrier ☒ Company Truck ☐ Prepaid and Add to Invoice ☐ Other:

Drive-away company or Flatbed carrier

2. Payment Terms: ☒ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other:

3. Number of Days for Delivery: 90 ARO

4. Vendor Reference/Quote Number: N/A

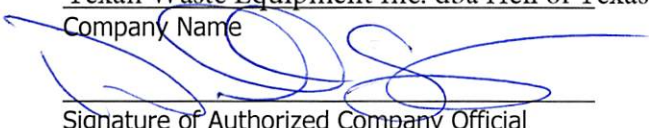
5. State your return policy:

No returns on equipment

6. Are electronic payments acceptable? ☒ Yes ☐ No

7. Are credit card payments acceptable? ☒ Yes ☐ No

Texan Waste Equipment Inc. dba Heil of Texas
Company Name


Signature of Authorized Company Official
FORM G

Donald Siptak
Printed Name

COMM.V.11.18.15



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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary.

Texan Waste Equipment Inc. dba Heil of Texas
Company Name

5900 Wheeler St.
Address

Houston TX 77023
City State Zip

713-923-7600 713-923-5522
Phone Number Fax Number

Donald Siptak
Contact Person

Texan Waste Equipment Inc. dba Heil of Texas
Company Name

503 Pop Gunn
Address

San Antonio TX 78219
City State Zip

210-224-5800 210-223-0033
Phone Number Fax Number

Donald Siptak
Contact Person



12007 Research Boulevard • Austin, Texas 78759-2439
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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary.

Texan Waste Equipment Inc. dba Heil of Texas

Company Name

1440 South Loop 12

Address

Irving

City

TX

State

75060

Zip

972-438-6488

Phone Number

972-438-5564

Fax Number

Donald Siptak

Contact Person

Texan Waste Equipment Inc. dba Heil of Texas

Company Name

TBD

Address

El Paso

City

TX

State

TBD

Zip

713-923-7600

Phone Number

713-923-5522

Fax Number

Donald Siptak

Contact Person



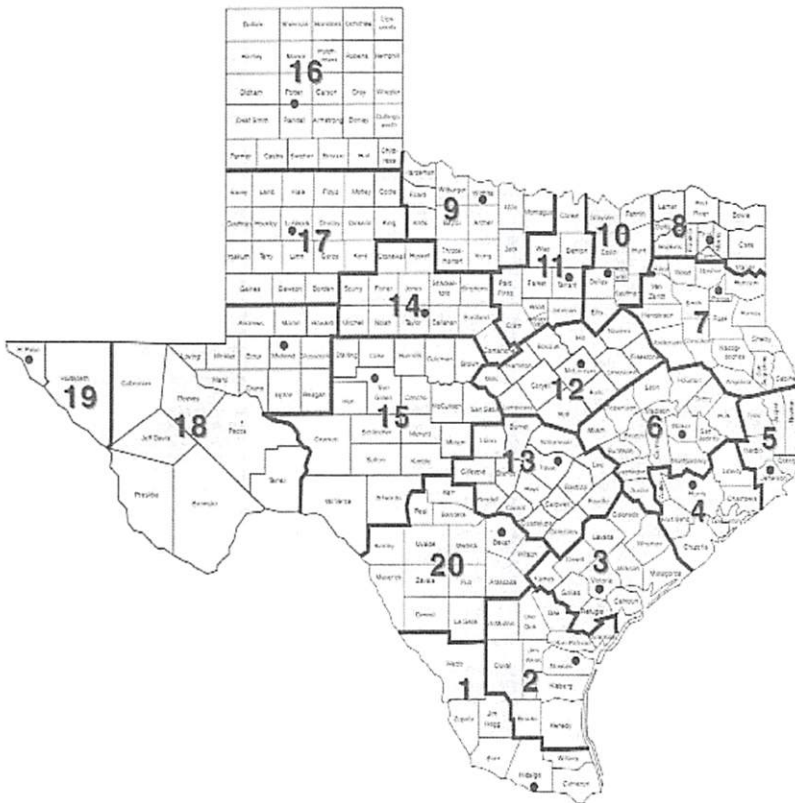
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TEXAS REGIONAL SERVICE DESIGNATION

Unless you designate otherwise on this form, you agree to service members of The Local Government Purchasing Cooperative statewide!

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers



- ☒ I will service Texas Cooperative members statewide.
- ☐ I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

Region Headquarters

- | | | |
|--------------------------|----|----------------|
| ☐ | 1 | Edinburg |
| ☐ | 2 | Corpus Christi |
| ☐ | 3 | Victoria |
| ☐ | 4 | Houston |
| ☐ | 5 | Beaumont |
| ☐ | 6 | Huntsville |
| ☐ | 7 | Kilgore |
| ☐ | 8 | Mount Pleasant |
| ☐ | 9 | Wichita Falls |
| ☐ | 10 | Richardson |
| ☐ | 11 | Fort Worth |
| ☐ | 12 | Waco |
| ☐ | 13 | Austin |
| ☐ | 14 | Abilene |
| ☐ | 15 | San Angelo |
| ☐ | 16 | Amarillo |
| ☐ | 17 | Lubbock |
| ☐ | 18 | Midland |
| ☐ | 19 | El Paso |
| ☐ | 20 | San Antonio |

Texan Waste Equipment Inc dba Heil of Texas
Company Name

Signature of Authorized Company Official

Donald Siptak
Printed Name

- ☐ I will not service members of the Texas Cooperative.



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STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

☒ I will service all states in the United States.

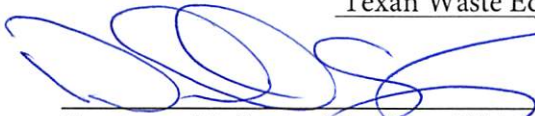
☐ I will not service all states in the United States. I will service only the states checked below:

- | | |
|--|---|
| ☐ Alabama | ☐ Nebraska |
| ☐ Alaska | ☐ Nevada |
| ☐ Arizona | ☐ New Hampshire |
| ☐ Arkansas | ☐ New Jersey |
| ☐ California (Public Contract Code 20118 & 20652) | ☐ New Mexico |
| ☐ Colorado | ☐ New York |
| ☐ Connecticut | ☐ North Carolina |
| ☐ Delaware | ☐ North Dakota |
| ☐ District of Columbia | ☐ Ohio |
| ☐ Florida | ☐ Oklahoma |
| ☐ Georgia | ☐ Oregon |
| ☐ Hawaii | ☐ Pennsylvania |
| ☐ Idaho | ☐ Rhode Island |
| ☐ Illinois | ☐ South Carolina |
| ☐ Indiana | ☐ South Dakota |
| ☐ Iowa | ☐ Tennessee |
| ☐ Kansas | ☐ Texas |
| ☐ Kentucky | ☐ Utah |
| ☐ Louisiana | ☐ Vermont |
| ☐ Maine | ☐ Virginia |
| ☐ Maryland | ☐ Washington |
| ☐ Massachusetts | ☐ West Virginia |
| ☐ Michigan | ☐ Wisconsin |
| ☐ Minnesota | ☐ Wyoming |
| ☐ Mississippi | |
| ☐ Missouri | |
| ☐ Montana | |

This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

Texan Waste Equipment Inc. dba Heil of Texas

Company Name



Signature of Authorized Company Official

Donald Siptak

Printed Name



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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.



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6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Texan Waste Equipment Inc dba Heil of Texas
Name of Vendor

516-16
Proposal Invitation Number


Signature of Authorized Company Official

Donald Siptak
Printed Name of Authorized Company Official

4/7/2016
Date



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FEDERAL AND STATE/PURCHASING COOPERATIVE DISCOUNT COMPARISON FORM

The Cooperative strives to provide its members with the best services and products at the best prices available. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with prices/discounts you offer federal and state entities and other interlocal purchasing cooperatives (collectively referred to as "purchasing cooperative" in this form). Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 23,000,000.00 (The period of the 12 month period is 1/15 / 12/15). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. Based on your written discounting policies are the discounts you offer the Cooperative equal to or better than the best price you offer other purchasing cooperatives acquiring the same items regardless of quantity or terms and conditions?

YES ☒ NO ☐

3. Based on your written discounting policies, provide the information requested below for other purchasing cooperatives, either in the chart below or in an equivalent format. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	DISCOUNT (%)	QUANTITY/VOLUME	FOB TERM
1. Federal General Services Adm.			
2. T-PASS			
3. U.S. Communities Purchasing Alliance			
4. The Cooperative Purchasing Network			
5. Houston-Galveston Area Council	3%	80 Units	Shipping Point
6. Other Buy Board			

☐ MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 3 Proposed Discount (%): 3

Explanation: No charge

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Texan Waste Equipment Inc. dba Heil of Texas

Company Name

Donald Siptak

Printed Name


Signature of Authorized Company Official

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GOVERNMENTAL REFERENCES AND PRICE/DISCOUNT INFORMATION

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Discount	Quantity/ Volume	FOB Term
1. <u>College Station</u>	<u>Pete Caler</u>	<u>979-218-6468</u>	<u>3%</u>	<u>5 units</u>	<u>Delivery</u>
2. <u>City of Bryan</u>	<u>Eric Ezaragoza</u>	<u>979-777-3451</u>	<u>3%</u>	<u>4 units</u>	<u>Delivery</u>
3. <u>City of Austin</u>	<u>Dale Johnson</u>	<u>512-974-1936</u>	<u>3%</u>	<u>22 units</u>	<u>Delivery</u>
4. <u>City of Houston</u>	<u>Victor Ayers</u>	<u>713-837-9131</u>	<u>3%</u>	<u>9 units</u>	<u>Delivery</u>
5. <u>City of Irving</u>	<u>Brenda Harey</u>	<u>972-742-2389</u>	<u>3%</u>	<u>6 units</u>	<u>Delivery</u>

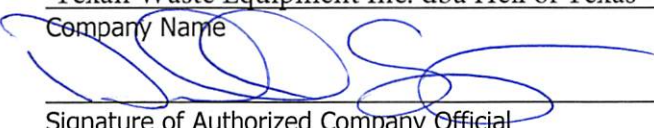
Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? **YES** ☒ **NO** ☐ If YES, please explain:

Rare occation if required to get Business

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

Texan Waste Equipment Inc. dba Heil of Texas

Company Name


Signature of Authorized Company Official

Donald Siptak

Printed Name



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MARKETING STRATEGY

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: How your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)*

Attach additional pages if necessary.

We have statewide network of outside Direct Sales people that will contact customers direct either in
person or by phone.

Texan Waste Equipment Inc dba Heil of Texas
Company Name


Signature of Authorized Company Official

Donald Siptak
Printed Name



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CONFIDENTIAL/PROPRIETARY INFORMATION FORM

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

☒

NO, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐

YES, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

(Attach additional sheets if needed.)



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B. Copyright Information

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:

☒ **NO**, Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES**, Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: _____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Texan Waste Equipment Inc

Company Name


Signature of Authorized Company Official

Donald Siptak

Printed Name

4/07/2016

Date

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VENDOR BUSINESS NAME FORM

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: Texan Waste Equipment Inc. dba Heil of Texas

(List the legal name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)

Please check (✓) one of the following:

Type of Business:

Individual/Sole Proprietor

Corporation

Limited Liability Company

Partnership

Other

If other, identify _____

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 76-0681266

(Vendor must include a completed IRS W-9 form with their proposal)

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*



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EDGAR VENDOR CERTIFICATION FORM **(2 CFR Part 200 and Appendix II)**

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which **may** be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity.

By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Vendor Certification, Item 1 (Vendor Violation or Breach of Contract Terms)

☒ **YES, I agree to the above.** (Initial: DS)

☐ **NO, I do NOT agree to the above.** (Initial: _____)



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2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.

Vendor Certification, Item 2 (Termination for Cause or Convenience):

☒ **YES, I agree to the above.** (Initial: DS)

☐ **NO, I do NOT agree to the above.** (Initial: _____)

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Vendor Certification, Item 3 (Equal Employment Opportunity):

☒ **YES, I agree to the above.** (Initial: DS)

☐ **NO, I do NOT agree to the above.** (Initial: _____)



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4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Vendor Certification, Item 4 (Davis-Bacon Act):

- ☒ YES, I agree to the above. (Initial: SS)
- ☐ NO, I do NOT agree to the above. (Initial: _____)

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Vendor Certification, Item 5 (Contract Work Hours and Safety Standards Act):

- ☒ YES, I agree to the above. (Initial: SS)
- ☐ NO, I do NOT agree to the above. (Initial: _____)



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6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

Vendor Certification, Item 6 (Right to Inventions Made Under a Contract or Agreement):

- ☒ **YES, I agree to the above.** (Initial: DS)
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Vendor Certification, Item 7 (Clean Air Act and Federal Water Pollution Control Act):

- ☒ **YES, I agree to the above.** (Initial: DS)
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.



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Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor Certification, Item 8 (Debarment and Suspension):

- ☒ **YES, I agree / certify to the above.** (Initial: DS)
☐ **NO, I do NOT agree / certify to the above.** (Initial: _____)
-

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Vendor Certification, Item 9 (Byrd Anti-Lobbying Amendment):

- ☒ **YES, I agree to the above.** (Initial: DS)
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



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Vendor Certification, Item 10 (Procurement of Recovered Materials):

- ☒ **YES, I agree to the above.** (Initial: DS)
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Vendor Certification, Item 11 (Profit as Separate Element of Price):

- ☒ **YES, I agree to the above.** (Initial: DS)
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-

12. General Compliance and Cooperation with Cooperative Members

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification, Item 12 (General Compliance and Cooperation with Cooperative Members):

- ☒ **YES, I agree to the above.** (Initial: DS)
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Texan Waste Equipment Inc. dba Heil of Texas
Company Name


Signature of Authorized Company Official

Donald Siptak
Printed Name



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REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

- ☒ Completed: **Proposer's Agreement and Signature** (Form A)
- ☒ Completed: **Vendor Purchase Order, Request for Quotes, and Invoice Receipt Options** (Form B)
- ☒ Completed: **Felony Conviction Disclosure and Debarment Certification** (Form C)
- ☒ Completed: **Resident/Nonresident Certification** (Form D)
- ☒ Completed: **Historically Underutilized Business (HUB) Certification** (Form E)
- ☒ Completed: **Affirmation Regarding Construction Related Goods and Services** (Form F)
- ☒ Completed: **Deviation/Compliance Signature Form** (Form G)
- ☒ Completed: **Dealership Listings** (Form H)
- ☒ Completed: **Texas Regional Service Designation** (Form I)
- ☒ Completed: **State Service Designation** (Form J)
- ☒ Completed: **National Purchasing Cooperative Vendor Award Agreement** (Form K)
- ☒ Completed: **Federal and State/Purchasing Cooperative Discount Comparison Form** (Form L)
- ☒ Completed: **Governmental References and Price/Discount Information** (Form M)
- ☒ Completed: **Marketing Strategy** (Form N)
- ☒ Completed: **Confidential/Proprietary Information Form** (Form O)
- ☒ Completed: **Vendor Business Name Form with IRS Form W-9** (Form P)
- ☒ Completed: **EDGAR Vendor Certification Form** (Form Q)
- ☒ Completed: **Forms Checklist** (Form R)
- ☒ Completed: **Proposal Specification Form with Catalogs/Pricelists and Manufacturer Letters** (Form S)

~~**Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*~~



Proposal Invitation No. 516-16-Refuse Bodies, Trailers and Other Bodies

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Discount Percent (%) off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount Percent (%)
NOTE 1: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered: • Manufacturers shall be listed in alphabetical order • Vendor's must list one specific percentage discount for each Manufacturer listed. If a vendor's response to Proposal Specification Form states "please see attachment sheet," all manufacturers listed on the attachment sheet must indicate per manufacturer the line item that correlates to the Proposal Specification Form or Vendor's proposal may not be considered. NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposer's responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. Optional equipment and upgrade options will be selected at time of order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!!					
Section I: Refuse Bodies, Containers, and Recyclers					
1	Discount (%) Off Catalog/Pricelist for Front Load Container	Discount (%) Off Catalog/Pricelist for Base Model Front Load Container (2 to 8 cubic yard or other similar related containers). Catalog/Pricelist MUST be included or proposal will not be considered.	3 _____%	Heil of Texas Container Catalog	
2	Discount (%) Off Catalog/Pricelist for Side Load Refuse Container	Discount (%) Off Catalog/Pricelist for Base Model Side Load Refuse Container (4 to 38 cubic yard or other similar related containers). Catalog/Pricelist MUST be included or proposal will not be considered.	_____%		
3	Discount (%) Off Catalog/Pricelist for Rear Load Refuse Container	Discount (%) Off Catalog/Pricelist for Base Model Rear Load Refuse Container (6 to 25 cubic yard or other similar related containers). Catalog/Pricelist MUST be included or proposal will not be considered.	3 _____%	Heil IESG Catalog Heil of Texas Container Catalog	
4	Discount (%) Off Catalog/Pricelist for Automated Side Load Refuse Container	Discount (%) Off Catalog/Pricelist for Base Model Automated Side Load Refuse Container (16 to 32 cubic yard or other similar related containers). Catalog/Pricelist MUST be included or proposal will not be considered.	3 _____%	Heil IESG	

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal.



Proposal Invitation No. 516-16-Refuse Bodies, Trailers and Other Bodies

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Discount Percent (%) off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount Percent (%)
5	Discount (%) Off Catalog/Pricelist for Residential Rear Load Refuse Container	Discount (%) Off Catalog/Pricelist for Base Model Residential Rear Load Refuse Container (18 to 32 cubic yard or other similar related containers). Catalog/Pricelist MUST be included or proposal will not be considered.	3 _____ %	Heil IESG	
6	Discount (%) Off Catalog/Pricelist for Commercial Rear Load Refuse Container	Discount (%) Off Catalog/Pricelist for Base Model Commercial Rear Load Refuse Container (20 to 32 cubic yard or other similar related containers). Catalog/Pricelist MUST be included or proposal will not be considered.	3 _____ %	Heil IESG	
7	Discount (%) Off Catalog/Pricelist for Fully Automated Side Load Container	Discount (%) Off Catalog/Pricelist for Base Model Fully Automated Side Load Container (20 to 31 cubic yard or other similar related containers). Catalog/Pricelist MUST be included or proposal will not be considered.	3 _____ %	Heil IESG	
8	Discount (%) Off Catalog/Pricelist for Drop Frame Automated Side Load Refuse Container	Discount (%) Off Catalog/Pricelist for Base Model Drop Frame Automated Side Load Refuse Container (22 to 33 cubic yard or other similar related containers). Catalog/Pricelist MUST be included or proposal will not be considered.	_____ _____ %		
9	Discount (%) Off Catalog/Pricelist for Dump Front Load Refuse Container	Discount (%) Off Catalog/Pricelist for Base Model Dump Front Load Refuse Container (23 to 28 cubic yard or other similar related containers). Catalog/Pricelist MUST be included or proposal will not be considered.	3 _____ %	Heil IESG	
10	Discount (%) Off Catalog/Pricelist for Commercial Side Load Refuse Container	Discount (%) Off Catalog/Pricelist for Base Model Commercial Side Load Refuse Container (26 to 33 cubic yard or other similar related containers). Catalog/Pricelist MUST be included or proposal will not be considered.	_____ _____ %		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal.



Proposal Invitation No. 516-16-Refuse Bodies, Trailers and Other Bodies

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Discount Percent (%) off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount Percent (%)
11	Discount (%) Off Catalog/Pricelist for Commercial Rear Load Container	Discount (%) Off Catalog/Pricelist for Base Model Commercial Rear Load Container (27 cubic yard or other similar related containers). Catalog/Pricelist MUST be included or proposal will not be considered.	3 _____%	Heil IESG	
12	Discount (%) Off Catalog/Pricelist for Residential Rear Load Container	Discount (%) Off Catalog/Pricelist for Base Model Residential Rear Load Container (27 cubic yard or other similar related containers). Catalog/Pricelist MUST be included or proposal will not be considered.	3 _____%	Heil IESG	
13	Discount (%) Off Catalog/Pricelist for Eject Front Load Refuse Container	Discount (%) Off Catalog/Pricelist for Base Model Eject Front Load Refuse Container (28 to 32 cubic yard or other similar related containers). Catalog/Pricelist MUST be included or proposal will not be considered.	3 _____%	Heil IESG	
14	Discount (%) Off Catalog/Pricelist for Commercial Front Load Refuse Container	Discount (%) Off Catalog/Pricelist for Base Model Commercial Front Load Refuse Container (32 to 45 cubic yard or other similar related containers). Catalog/Pricelist MUST be included or proposal will not be considered.	3 _____%	Heil IESG	
15	Discount (%) Off Catalog/Pricelist for Residential Front Load Refuse Container	Discount (%) Off Catalog/Pricelist for Base Model Residential Front Load Refuse Container (40 cubic yard or other similar related containers). Catalog/Pricelist MUST be included or proposal will not be considered.	3 _____%	Heil IESG	
16	Discount (%) Off Catalog/Pricelist for Dual Trough Recycler	Discount (%) Off Catalog/Pricelist for Base Model Dual Trough Recycler (33 to 38 cubic yard or other similar related containers). Catalog/Pricelist MUST be included or proposal will not be considered.	_____%		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal.



Proposal Invitation No. 516-16-Refuse Bodies, Trailers and Other Bodies

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Discount Percent (%) off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount Percent (%)
17	Discount (%) Off Catalog/Pricelist for Trailer Body Only	Discount (%) Off Catalog/Pricelist for Base Model Trailer Body Only (33 to 40 cubic yard or other similar related containers). Catalog/Pricelist MUST be included or proposal will not be considered.	3 _____%	Warren	
18	Discount (%) Off Catalog/Pricelist for Recycling Container	Discount (%) Off Catalog/Pricelist for Base Model Recycling Container (35 to 42 cubic yard or other similar related containers). Catalog/Pricelist MUST be included or proposal will not be considered.	3 _____%	Heil of Texas Container Catalog Heil IESG	
19	Discount (%) Off Catalog/Pricelist for Brush or Trash Load Refuse Container	Discount (%) Off Catalog/Pricelist for Base Model Brush or Trash Load Refuse Container (22' boom, seat to swing, hydraulic pump, reservoir, 18 to 20 cubic yard or other similar related containers). Catalog/Pricelist MUST be included or proposal will not be considered.	3 _____%	Petersen Palfinger/ Epsilon	
20	Discount (%) Off Catalog/Pricelist for Chassis Mount Side Load Refuse Container	Discount (%) Off Catalog/Pricelist for Base Model Chassis Mount Side Load Refuse Container (various cubic sizes). Catalog/Pricelist MUST be included or proposal will not be considered.	3 _____%	Heil IESG	
21	Discount (%) Off Catalog/Pricelist for High Capacity Recycler	Discount (%) Off Catalog/Pricelist for Base Model High Capacity Recycler (various cubic sizes). Catalog/Pricelist MUST be included or proposal will not be considered.	3 _____%	Heil IESG	
22	Discount (%) Off Catalog/Pricelist for Roll Off Container	Discount (%) Off Catalog/Pricelist for Base Model Roll Off Container (20 to 40 cubic yard with rectangular or bathtub design, 1/4" floor, 2 rollers on rear, 3/4" hook plate or other similar related containers). Catalog/Pricelist MUST be included or proposal will not be considered.	_____%		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal.



Proposal Invitation No. 516-16-Refuse Bodies, Trailers and Other Bodies

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Discount Percent (%) off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount Percent (%)
23	Discount (%) Off Catalog/Pricelist for Roll Off Hoist	Discount (%) Off Catalog/Pricelist for Base Model Roll Off Hoist (60,000 lb. Capacity, for 22' containers, air shift PTO/Pump, inside & outside controls, ICC bumper, toolbox and fenders, various cubic sizes. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>3</u> %	Heil IESG	
24	Discount (%) Off Catalog/Pricelist for Palift Hook Load Roll Off Hoist	Discount (%) Off Catalog/Pricelist for Base Model Palift Hook Load Roll Off Hoist (9,000 to 68,000 lb. lift capacities 14,500 to 86,000 lb. GVW ratings). Catalog/Pricelist MUST be included or proposal will not be considered.	<u> </u> %		
25	Discount (%) Off Catalog/Pricelist for Semi Trailer	Discount (%) Off Catalog/Pricelist for Base Model Semi Trailer (33 to 37 cubic yard or other similar related containers). Catalog/Pricelist MUST be included or proposal will not be considered.	<u>3</u> %	Warren	
26	Discount (%) Off Catalog/Pricelist for Trailer Mount Side Load Refuse Container	Discount (%) Off Catalog/Pricelist for Base Model Trailer Mount Side Load Refuse Container (various cubic sizes). Catalog/Pricelist MUST be included or proposal will not be considered.	<u>3</u> %	Warren	
27	Discount (%) Off Catalog/Pricelist for Transfer Trailer	Discount (%) Off Catalog/Pricelist for Base Model Transfer Trailer (75 to 115 cubic yard or other similar related containers). Catalog/Pricelist MUST be included or proposal will not be considered.	<u>3</u> %	Warren	
28	Discount (%) Off Catalog/Pricelist for All Other Base Model Refuse Bodies, Containers, Recyclers, and Hoists	Discount (%) Off Catalog/Pricelist for All Other Base Model Refuse Bodies, Containers, Recyclers, and Hoists. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>3</u> %	Heil IESG, Warren,	

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal.



Proposal Invitation No. 516-16-Refuse Bodies, Trailers and Other Bodies

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Discount Percent (%) off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount Percent (%)
NOTE: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!!					
29	Discount (%) Off Catalog/Pricelist for Refuse Bodies, Containers, Recyclers, and Hoists Optional Equipment and Upgrade Options	Discount (%) Off Catalog/Pricelist for Refuse Bodies, Containers, Recyclers, and Hoists, Optional Equipment and Upgrade Options. Catalog/Pricelist MUST be included or proposal will not be considered.	3 %	Heil IESG, Warren,	
Section II: Dump Bodies, Concrete Mixers, and Related Items					
30	Discount (%) Off Catalog/Pricelist for Dump Body	Discount (%) Off Catalog/Pricelist for Base Model Dump Body (2 to 18 cubic yard or other similar related containers). Catalog/Pricelist MUST be included or proposal will not be considered.	3 %	Warren	
31	Discount (%) Off Catalog/Pricelist for Concrete Mixer	Discount (%) Off Catalog/Pricelist for Base Model Concrete Mixer (8 to 13 cubic yard or other similar related containers, Truck Mounted). Catalog/Pricelist MUST be included or proposal will not be considered.	%		
32	Discount (%) Off Catalog/Pricelist for Hydraulic Card Board Balers, Drum Crushers and Trash Compactors	Discount (%) Off Catalog/Pricelist for Hydraulic Card Board Balers, Drum Crushers and Trash Compactors. Catalog/Pricelist MUST be included or proposal will not be considered.	3 %	Marathon IESG	
33	Discount (%) Off Catalog/Pricelist for Live Bottom Trailers, Accessories and Attachments	Discount (%) Off Catalog/Pricelist for Base Model Live Bottom Trailers, Accessories and Attachments (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment). Catalog/Pricelist MUST be included or proposal will not be considered.	3 %	Warren	

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal.



Proposal Invitation No. 516-16-Refuse Bodies, Trailers and Other Bodies

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Discount Percent (%) off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount Percent (%)
34	Discount (%) Off Catalog/Pricelist for Live Bottom Truck Bodies, Accessories and Attachments	Discount (%) Off Catalog/Pricelist for Base Model Live Bottom Truck Bodies, Accessories and Attachments (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment). Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
35	Discount (%) Off Catalog/Pricelist for All Other Dump Bodies, Concrete Mixers, and Related Items	Discount (%) Off Catalog/Pricelist for All Other Dump Bodies Concrete Mixers, and Related Items. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>3</u> %	Warren	
NOTE: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!!					
36	Discount (%) Off Catalog/Pricelist for Dump Bodies, Concrete Mixers, and Related Items, Optional Equipment	Discount (%) Off Catalog/Pricelist for Dump Bodies, Concrete Mixers, and Related Items, Optional Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>3</u> %	Warren	
Section III: Trailers					
37	Discount (%) Off Catalog/Pricelist for Utility Trailer	Discount (%) Off Catalog/Pricelist for All Types of Utility Trailers (Min. 2,000 lb. load capacity rated at 60 MPH, DOT approved lights and standard manufacturer's equipment.) Catalog/Pricelist MUST be included or proposal will not be considered.	<u>3</u> %	Warren	

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal.



Proposal Invitation No. 516-16-Refuse Bodies, Trailers and Other Bodies

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Discount Percent (%) off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount Percent (%)
Section III: Trailers					
38	Discount (%) Off Catalog/Pricelist for Tag Trailer	Discount (%) Off Catalog/Pricelist for Base Model Tag Trailer (18,000 to 40,000 lb. Load capacity rated at 60 MPH, DOT approved lights and standard manufacturer's equipment.) Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
39	Discount (%) Off Catalog/Pricelist for Rigid Gooseneck Trailer	Discount (%) Off Catalog/Pricelist for Base Model Rigid Gooseneck Trailer (70,000 to 100,000 lb. Load capacity rated at 60 MPH, DOT approved lights and standard manufacturer's equipment.) Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
40	Discount (%) Off Catalog/Pricelist for Hydraulic Detachable Gooseneck Trailer	Discount (%) Off Catalog/Pricelist for Base Model Hydraulic Detachable Gooseneck Trailer (70,000 to 100,000 lb. load capacity concentrated in any 16' rated at 60 MPH, DOT approved lights and standard manufacturer's equipment.) Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
41	Discount (%) Off Catalog/Pricelist for Belly Dump Trailer	Discount (%) Off Catalog/Pricelist for Base Model Belly Dump Trailer (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment, SEI, slide and go tarper). Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
42	Discount (%) Off Catalog/Pricelist for Dump Pup Trailer	Discount (%) Off Catalog/Pricelist for Base Model Dump Pup Trailer (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment, ABS brakes, short or long tongue, steel disc wheels). Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
43	Discount (%) Off Catalog/Pricelist for End Dump Trailer	Discount (%) Off Catalog/Pricelist for Base Model End Dump Trailer (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment, min. 10 gauge floor, min. 12 gauge sides). Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal.



Proposal Invitation No. 516-16-Refuse Bodies, Trailers and Other Bodies

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Discount Percent (%) off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount Percent (%)
44	Discount (%) Off Catalog/Pricelist for Stock/Ag Trailer	Discount (%) Off Catalog/Pricelist for Base Model Livestock/Agriculture Trailer (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment). Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
45	Discount (%) Off Catalog/Pricelist for All Other Trailers	Discount (%) Off Catalog/Pricelist for All Other Types of Trailers. Catalog/Pricelist MUST be included or proposal will not be considered.	3 _____ %	Warren	
NOTE: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!!					
46	Discount (%) Off Catalog/Pricelist for Trailers - Optional Equipment and Upgrade Options	Discount (%) Off Catalog/Pricelist for Trailers - Optional Equipment and Upgrade Options. Catalog/Pricelist MUST be included or proposal will not be considered.	3 _____ %	Warren	
Section IV: Repair Parts and Supplies					
47	Discount (%) Off Catalog/Pricelist for Repair Parts and Supplies	Discount (%) Off Catalog/Pricelist for Repair Parts and Supplies for all Refuse Bodies, Dump Bodies, Mixers or Trailers. Catalog/Pricelist MUST be included or proposal will not be considered.	5 _____ %	Heil IESG Heil of Texas	
Section V: Installation and Repair Service			Not to Exceed Hourly Labor Rate	Detailed Information on Hourly Labor Rate	Exceptions to Hourly Labor Rate
48	Not to Exceed Hourly Labor Rate for Installation/Repair Service of all Refuse Bodies, Trailers and Other Bodies Equipment	Hourly Labor Rate for Installation/Repair Service of all Refuse Bodies, Trailers and Other Bodies Equipment -- State the Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.	\$ 125 _____ /Hour	Customer Pay rate,	+

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal.



January 1, 2016

To whom this may concern:

This letter is to confirm that Heil of Texas is the sole Heil OEM body, parts, warranty, certified Heil rebuilt parts, and full service dealer for the state of Texas. Heil of Texas, with facilities in San Antonio, Dallas, and Houston, has the sole protected distributorship for Heil parts and services in the State of Texas. There are no other authorized distributors for Heil parts and services in the State of Texas. In addition, authorized Distributors for Heil parts and services outside the State of Texas may not sell Heil OEM parts or provide repair services to customers located in the State of Texas.

Heil of Texas San Antonio
503 Pop Gunn
San Antonio, TX 78219
210-224-5800

Heil of Texas Houston
5900 Wheeler Street
Houston, TX 77023
713-923-7600

Heil of Texas Dallas
1440 South Loop 12
Irving, TX 75060
972-438-6488

If you have any questions, please call me at 281-685-3750.

Sincerely,

Joe Howard
Heil Environmental
South Central Region Manager
281-685-3750

4/15/2016

PALFINGER

Tom Zwickle
PALFINGER NORTH AMERICA
7942 Dorchester Road
Niagara Falls, ON | L2E 6V6 | Canada

Texan Waste Equipment
Heil of Texas
5900 Wheeler Street
Houston | TX 77023

To whom it may concern:

This letter is meant to confirm the status of Texan Waste Equipment dba Heil of Texas as the authorized representative for the sale and service of the PALFINGER-EPSILON product for the state of Texas.

PALFINGER-EPSILON manufactures a full line of grapple loaders designed for continuous use in the harshest environments. Features like the Patented EPSLINK, EPSCOPE & EASY-FOLD (automatic folding system) create a safe and service-friendly environment in which to operate. The PALFINGER-EPSILON product is the only grapple-loader available in North America with the automatic folding system.

Please don't hesitate to call and/or write with any questions or concerns.

Warm regards,

Tom Zwickle

Tom Zwickle
EPSILON FORESTRY & SCRAP CRANES

www.palfinger-northamerica.com

Palfinger Inc.

P.O.Box 846

Niagara Falls, ON L2E 6V6

ph 905-374-3363 fx 905-374-1203



April 15, 2016

To whom it may concern,

Heil of Texas is the contractual dealer for Petersen Industries products for the entire state of Texas.

Thank you,

Jeffrey L Batley Jr.

Western Region Sales Manager

Petersen Industries



City of Galveston

FLEET FACILITIES STAFF REPORT

November 6, 2018

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for the approval allowing the Fleet Facility to purchase the listed refuse packers and associated equipment for the Refuse Department from Heil of Texas through Buy Board for a total price of \$283,248. The funding source is the Refuse Vehicle Capital Outlay account.

I. Background

- A. Funding for new equipment has been earmarked for the listed department(s). The Refuse Department currently has two trucks (1450 & 1451) with G-S 9000 Series packers which have proven to be undependable and costly to operate.
- B. Heil of Texas has quoted the replacement of these packers with Heil Rapid Rail packers which will match the remainder of the city fleet. The Heil Rapid Rail packers have proven to be a more dependable packer.
- C. The older G-S 9000 packers will be transported back to Galveston and auctioned as required by our charter.
- D. Buy Board, HGAC Buy and TPASS are cooperative purchasing organizations that the city is a member of that performs bidding packages for local governments. The Fleet Facility has performed competitive bidding packages on current equipment purchases to assure that these purchases are the better option a majority of the time.
- E. The extended purchase price for this package is \$283,248. Heil of Texas will handle the installation and associated tasks.
- F. Heil of Texas is located in the Houston area.
- G. Delivery should be within 180 days from date of the purchase order issue.





City of Galveston

FLEET FACILITIES STAFF REPORT

- H. Additional equipment will be installed by the dealer and was noted in the specification process by the requesting department.

II. Current Situation

The City Council will have to approve allowing the Fleet Facility to purchase the listed refuse packers and associated equipment for the Refuse Division from Heil of Texas through Buy Board for a total price of \$283,248. The funding source is the Refuse Vehicle Capital Outlay account.

III. Alternatives in order of priority

- A. City Council approves the project.

1. Cost - \$283,248
2. Timing - Delivery should be within 180 days.
3. Divisional Improvements - Will provide the city with needed equipment to perform duties. Newer equipment will reduce fleet operational costs and will improve operations.

- B. City Council does not approve the project.

1. Cost - No additional cost at this time.
2. Timing - N/A
3. Divisional Improvements - City staff will not be able to function without needed equipment. Older equipment will take on a heavier load, which will increase operational costs. Operations will slow.

IV. Recommendation

Concur in Alternative A and approve allowing the Fleet Facility to purchase the listed refuse packers and associated equipment for the Refuse Division from Heil of Texas through Buy Board for a total price of \$283,248. The funding source is the Refuse Vehicle Capital Outlay account.





City of Galveston

FLEET FACILITIES STAFF REPORT

V. Fiscal Impact Report

Requested by	David Smith Executive Director
Assignment	Cindy Dewitt Director Adm & Sanitation
Cost	\$283,248
Funding Source	Refuse Vehicle Capital Outlay account
Savings Estimation	Will help reduce unit repair costs on the older fleet vehicles and will assist with improving services.

VI. Environmental Impact

All listed vehicle(s) are produced under current EPA standards.

Respectfully Submitted

David Smith
Executive Director





Quotation

Quote #:
Date:
Expires On:

Q-00994-1
11/06/2018 9:23
AM 12/20/18

Heil of Texas

5900 Wheeler
Houston, TX, 77023

Ship To

City of Galveston
502 32nd. Street
Galveston, TX 77550
United States of America

Bill To

City of Galveston
502 32nd. Street
Galveston, TX 77550
United States of America

SALESPERSON	EXT	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Jeffrey Davis	x	jeffdavis@heiloftexas.com		Net 30

Unit Includes freight

Unit Includes 5 camera system with DVR

Body removed will be returned to City of Galveston

Unit is to be painted Galveston Green Heil of Texas Buy Board 425-18

QTY	PART #	PRODUCT NAME	DESCRIPTION
1.00		Rapid Rail 22 Cubic Yard	

Standard Options

- 3.0 yd³ hopper (self-cleaning)
- 96 in. lift reach
- 1,600 lb. lift capacity
- Body service props
- Tailgate service props
- Fully automatic tailgate latches
- Grease zerks - for entire system only
- O.I.G.A.I. front mount tandem vane pump system
- Lift cylinders cushioned up and down with chrome plated rods
- Chassis frame mounted oil tank with level/temperature gauge and oil suction shut-off valve
- 3-micron return line filter with magnetic trap and in-cab filter bypass monitor
- 140-micron suction line strainer
- Fabric guard hose protection for all high pressure hoses
- In-cab packing controls, electric
- Electric in-cab lift controls, rocker style
- Electric in-cab hoist controls
- Cortex ControllerTM with InSightTM diagnostic display
- In-cab tailgate controls, electric
- In-cab function and indicator lights
- Lift reach warning
- Backup alarm
- Backup and license plate lights

QTY	PART #	PRODUCT NAME	DESCRIPTION
		• LED Center-mounted brake light • LED Duplicate high and low mount stop, turn, and tail lights • LED Mid-body turn signals • LED FMVSS #108 clearance lights and reflectors • ICC reflective tape • Rear mud flaps - anti-sail/anti-splash • Rear underride guard • Rear camera bracket and flood lights - reverse activated • Customer's choice of one color finish paint • Standard 1-year (2,000 hours of operation) warranty • ANSI Z 245.1-1999 compliant • Cavity coat and joint sealer • Inside-body front closure • Outside mounted upper packer lube line	
1.00	RR 024	Body Shipping Kit	Body Shipping Kit
1.00	RR 027	Belt Grabbers with Spring Loaded Inner Arm	Belt Grabbers with Spring Loaded Inner Arm - to accommodate 60/90 gallon round automated barrels
1.00	RR 034	Operate-in-gear-at-idle (OIGAI) Remote Mount Tandem Vane Pump with Transmission Driven, Constant Duty PTO	Operate-in-gear-at-idle (OIGAI) Remote Mount Tandem Vane Pump with Transmission Driven, Constant Duty PTO
1.00	RR 037	Hopper and Lift Work Light Kit - two lights - in-cab switch	Hopper and Lift Work Light Kit - two lights - in-cab switch
1.00	RR 039	Peterson Multi-Function (SMART) LED Strobe / Turn Lamps	Peterson Multi-Function (SMART) LED Strobe / Turn Lamps - includes LED light package for entire unit
1.00	RR 047	Joystick Control with Rocker Switch for Lift Only in addition to standard 4-button rocker switch controls	Joystick Control with Rocker Switch for Lift Only in addition to standard 4-button rocker switch controls
1.00	RR 051	Heavy Duty Overlay Package	Heavy Duty Overlay Package - hopper, floor and sides, 48" into body (3/16" - 100,000 psi)
1.00	RR 057	Rear Fenders for Single Rear Tire	Rear Fenders for Single Rear Tire
1.00	RR 058	Continuously Welded Body Interior	Continuously Welded Body Interior
1.00	RR 059	20 lb Fire Extinguisher with Bracket	20 lb Fire Extinguisher with Bracket
1.00	RR 070	Remote Lubrication System with Manifold for Packer	Remote Lubrication System with Manifold for Packer

QTY	PART #	PRODUCT NAME	DESCRIPTION
1.00	RR 077		
TOTAL:			\$141,624.00

Signature: _____

Effective Date: ____/____/____

Name (Print): _____

Title: _____

Please sign and email to Jeffrey Davis at jeffdavis@heiloftexas.com or fax to

THANK YOU FOR YOUR BUSINESS!

TERMS AND CONDITIONS

1. General

No terms or conditions of Buyer's purchase order which is different from or in additions to Seller's terms and conditions set forth herein shall bind Seller unless expressly agreed to in writing by Seller's duly authorized representative. Buyer's acceptance of any offer made by Seller is expressly limited to the terms and conditions provided herein. Unless otherwise stated, Seller's quotation may be modified or withdrawn prior to acceptance, and in any event, shall expire after 30 days from its date. This order is not binding on TEXAN WASTE EQUIPMENT INC. dba HEIL OF TEXAS unit officially approved. The said machinery, equipment and/or parts are ordered and will be purchased subject to written contract only, and are not affected by any verbal representations of agreements, nor is this order subject to cancellation by the Purchaser without the Seller's consent.

2. Price and Payment

(a) Price quoted herein are exclusive of all taxes. Any taxes levied or which may become due, and other charges or assessments made by any taxing authority in connection with this contract or the sale, except those measured by Seller's net income, shall be expense of the Buyer and shall be payable to Seller at or before such tax or other amount is due. When Buyer is entitled to exemption from any tax, Buyer shall furnish Seller with a tax exemption certificate acceptable to the taxing authorities.

(b) Interest at the rate of one and one-half per cent (1.5%) per month (18% per annum), or the maximum lawful rate allowable, will be charged, whichever is less, on all past due invoices. The undersigned agrees to pay all expenses, charges, costs and fees, including, without limitation, attorney's fees and expenses, of any nature whatsoever paid or incurred by, or on behalf of TEXAN WASTE EQUIPMENT INC. dba HEIL OF TEXAS, in connection with any collection action brought hereunder. The invalidity of all or any part of any provision of this Agreement shall not render invalid the remainder of such provision or any other part of this Agreement.

(c) TEXAN WASTE EQUIPMENT dba HEIL OF TEXAS, shall retain ownership of and title to the above machinery, equipment and parts covered by this order until fully paid for in cash and until any note given in evidence of indebtedness, and any renewals thereof, have been fully paid. If any such note is not paid in full at its maturity, all other notes and obligations given in evidence of indebtedness hereof shall at once become due, and the said TEXAN WASTE EQUIPMENT dba HEIL OF TEXAS, shall have the right to take possession of said machinery wheresoever it may be situated and sell the same pursuant to the conditional sales statutes of the State of Texas.

3. Delivery

(a) If within 5 days after receipt of the goods, Buyer fails to notify the Seller in writing of any non-conforming goods, Buyer shall be deemed to have accepted the goods delivered.

(b) Deliveries dates are estimated and not guaranteed by Seller and, in any event are conditioned upon receipt of all specifications and other data required to be furnished by the Buyer.

(c) If shipment or delivery is delayed because of an act or omission of the Buyer, payment shall be due upon notification by Seller that goods are ready for shipment. Buyer shall pay any additional charges including, but not limited to, cost of storage, handling, and insurance.

4. WARRANTY AND LIMITATIONS OF LIABILITY

EXPRESS WRITTEN WARRANTY PROVIDED BY THE MANUFACTURER OF THE EQUIPMENT DESCRIBED IN THIS QUOTATIONS IS GIVEN IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM DEFECTIVE GOODS, SELLER'S NEGLIGENCE, BREACH OF WARRANTY OR CONTRACT, OR CLAIMS BASED UPON STRICT LIABILITY. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES COMMERCIAL IN NATURE.

5. Delays

Sellers shall not be liable for the failure or delay in performance of any term, condition, or obligation hereunder due to any cause beyond the Seller's control, including but not limited to Acts of God, acts of the Buyer, war, insurrections or riots, fires, floods, accidents, acts, order or regulations of any government, inability to obtain necessary materials, services or facilities, strikes or other labor troubles.

6. Development Changes

Changes in design, specifications, construction or materials, may be made at Seller's discretion, and without Buyer's consent, where such changes do not materially affect price, delivery or guaranteed performance (if any) of the goods, or make unusable any other item of goods furnished hereunder.

7. Termination

No order may be terminated without Seller's written consent. Upon any termination Buyer shall pay reasonable termination charges, including but not limited to, manufacturing and sales costs, overhead, cost of goods and profit.

8. Miscellaneous

This agreement shall be binding upon the successors and assigns of the parties. If any provision herein is found to be invalid as a matter of law or by public policy, it shall be considered severed from the remainder of the provisions which shall remain in full force and effect. This agreement shall be governed by the law of the State of Texas.

ALL PRICES SUBJECT TO ANY APPLICABLE FEDERAL OR STATE TAXES AND TITLING FEES. QUOTE SUBJECT TO REVISION AFTER 15 DAYS.
--

NOTE: Please read carefully. This quote becomes a sales order if signed by customer. Your order will be processed as written! Notify of any changes needed within five (5) days of signing. Financing available, subject to credit approval. I have read and understand the terms and conditions on this Order.

X _____
Customer Approval to Process Order

Date

Thank you for the opportunity to earn your business!



Rapid Rail®

Continuous-Pack Automated Side Loader



Rapid Rail®

The Original is now even better!

No one has more experience with automated refuse collection than Heil, and no product has a longer track record than Heil's **Rapid Rail** automated side loader. More than 30 years after its introduction, the **Rapid Rail** continues to be the standard to which all others are compared. And it's no wonder. **Rapid Rail's** lengthy reach, fast cycle times, continuous packing, and solid structural design make it a highly productive and efficient choice for automated collection for large and small fleets alike.

Our unique lift geometry provides a direct line to the hopper, without the "kick-out" of some other systems, so the **Rapid Rail** can pick up where other vehicles can't. Add to that an 8-foot reach, a 1,600-pound lift capacity, and an 8-second cycle time, and you've got a fast and efficient vehicle that can collect over 1,000 homes per day.

The **Rapid Rail's** patented paddle packer continuously sweeps the 3 cubic yard hopper, boosting productivity because the operator does not have to pause between stops to activate the packer. Instead, the operator can continue to collect his route while the paddle

packer cleans the hopper. The continuous packer design also provides added driver convenience because the operator doesn't have to clean behind the packer blade.

With 30 years of proven performance, the **Rapid Rail** offers the toughest body in the industry. We use high-tensile strength steel throughout for superior strength without unnecessary weight. The body also features a full radius at all corners for easier off-loading of refuse, ensuring the load is completely discharged each time.

The **Rapid Rail** is available in 8 different body sizes from 16 to 32 cubic yards. Single axle or tandem axle configurations provide the most flexibility of any automated system. All models are tilt to dump.

To learn more about adding the **Rapid Rail** to your fleet, contact your Authorized Heil Dealer. To find the Dealer nearest you, visit www.heil.com.





Rapid Rail® Automated Lift

*The **Rapid Rail** lift is a proven, efficient, and reliable automated lift which dumps using a straight up, vertical motion. The lift can efficiently handle containers from 30 gallons up to 300 gallons, making it an ideal solution for commercial and residential applications.*



Service Smart™ Design

*The **Rapid Rail** features our Service Smart™ design, which simplifies routine maintenance and keeps you away from the shop and out servicing your customers – and making money. Features include a new soft-shift valve, proximity switches, and a cable carrier that houses all the arm's hydraulic hoses.*



Rapid Rail® Grabber Gears

Made from specially formulated high-strength, low-alloy steel, the Rapid Rail's superior hardened grabber gears virtually eliminate gear wear. The gears are splined to the grabber shafts and can be cycled up to 1,000,000 times with virtually no evidence of wear.



Patented Paddle Packer

*The **Rapid Rail's** patented paddle packer continuously sweeps the hopper, eliminating the need to stop and pack the load as well as the need to clean out debris from behind the packer. This keeps the hopper clear, free of bridged loads, and ready to accept container contents.*



Unique Features

The **Rapid Rail**® was specifically designed with unique features, based on customer input, that make it durable, easy to maintain, and smooth to operate.

- **Unique Lift Geometry** — Because the lift geometry provides a direct line to the hopper, there is no "kick-out" as seen with other systems, enabling the **Rapid Rail** to get in and out of tight spaces easily.
- **Quiet, Fuel-Efficient Operation** — Heil's Operate-in-Gear-at-Idle System comes standard. It is designed to help you finish routes up to 20-percent faster, saving up to one gallon of fuel per hour while reducing wear on the lift assembly, chassis, engine, and transmission. Plus, it greatly reduces noise — a benefit to operators and customers alike.
- **Easily Accessible Hydraulics** — Hydraulic cylinders are installed in Service Smart™ locations to make them readily accessible from the ground for easy maintenance. The twin packer cylinders are located under the body to help protect them from refuse contamination. And, while other bodies need four cylinders to raise, lower, and lock the tailgate, the **Rapid Rail** uses only two.
- **No Packer Panel** — The **Rapid Rail's** patented packer design continuously sweeps the hopper and packs the load, so the operator can keep collecting without stopping to cycle the packer. Because there is no packer panel to slide into the body, there are also no shoes, guide tracks, or guide rails to wear out – and you never have to clean out behind the packer.
- **Enhanced Visibility** — The **Rapid Rail** offers outstanding visibility for operators, enabling them to drive from the preferred left-hand side of the truck, and provides flexibility in selecting a cab style, either cab-over or conventional style.



Rapid Rail®

Continuous-Pack Automated Side Loader Product Specifications

Performance Specifications

Lift Capacity	up to 1,600 lbs.
Lift Cycle Time (complete*)	8 seconds
Lift Reach	8 ft.
Compaction	up to 700 lbs. per yd ³
Working RPM (operate-in-gear-at-idle)	750 (arm) & 1,500 (packer)

* Complete cycle time defined as grip, dump, return and release

Cylinder Specifications

BODY CYLINDERS	Type	Bore x Stroke	
Tailgate Raise	(2) Double acting	in.	3.0 x 18.5
		mm	76 x 470
Packing Blade	(2) Double acting	in.	5.0 x 42.0
		mm	127 x 1066
Body Hoist	(2) Double acting	in.	4.0 x 55.5
		mm	102 x 1407
LIFT CYLINDERS			
Grip	(1) Double acting	in.	3.0 x 8.0
		mm	76 x 203
Raise	(1) Double acting	in.	3.0 x 8.0
		mm	76 x 203
Dump	(1) Double acting	in.	3.0 x 16.0
		mm	76 x 406
Reach	(1) Double acting	in.	1.75 x 71.25
		mm	44 x 1810

Hydraulic Specifications

PUMP	Operate-In-Gear-At-Idle (standard)
Type	Front mount Tandem vane
Maximum Operating Pressure	2,500 psi (17,238 kPa)
Working RPM	1,500 RPM (packer) 750 RPM (arm)
Flow @ Working RPM	33/17 GPM (packer/arm)
OIL RESERVOIR	Chassis frame mounted
Gross Capacity	50 gallons (246 liters)
Filters	3 micron return line with magnet, 140 micron mesh suction strainer
VALVES	
Shutoff	Suction line
Lift and Packing Control	Soft-shift electric over hydraulic
Hoist and Tailgate Control	Electric over hydraulic

Automated Lift Specifications

Lift load capacity	1,600 lbs.
Cycle time	8 seconds
Reach	8 ft.
Ground clearance	20 in. from ground to bottom of grabber arms (based on a 42 in. chassis rail height)
Weight*	1,950 lbs.
Controls	Electric over hydraulic

* Weight includes standard 60/90 gallon grabbers

Chassis Requirements *

	16 yd ³	20 yd ³	22 yd ³	24 yd ³	24 yd ³	26 yd ³	30 yd ³	32 yd ³
Axle	Single	Single	Single	Single	Tandem	Tandem	Tandem	Tandem
Min. GVWR ⁽¹⁾	33,000	35,000	37,000	41,000	41,000	45,000	50,000	52,000
Min. GAWR	front ⁽¹⁾	12,000	14,000	14,000	15,000	15,000	16,000	18,000
	rear	21,000	21,000	23,000	26,000	30,000	34,000	34,000
Usable CA/CT	134 CA	157 CA	157 CA	189 CA	173 CT	173 CT	185 CT	195 CT
C.O.E. Wheelbase	161 in.	182 in.	182 in.	213 in.	197 in.	197 in.	210 in.	220 in.
Conventional Cab Wheelbase	206 in.	227 in.	227 in.	258 in.	242 in.	242 in.	255 in.	265 in.
Min. Platform	180 in.	204 in.	204 in.	215 in.	234 in.	234 in.	246 in.	258 in.

* OPERATE-IN-GEAR units require 325 ft. lbs. of net torque available at idle, with idle speed set between 650 and 750 RPM. Recommended 160 or 200 amp alternator.

(1) Front axle min. GAWR requirements may be reduced up to 2,000 lbs. for chassis with actual, unladen bare front axle weights of 8,000 lbs. or less.

Body Specifications

		16	20	22	24	26	30	32
Body Capacity	yd³	16	20	22	24	26	30	32
	m³	12.2	15.3	16.8	18.4	19.9	22.9	24.5
Hopper Capacity	yd³	3	3	3	3	3	3	3
	m³	2.3	2.3	2.3	2.3	2.3	2.3	2.3
Overall Length*	in.	194	218	239	248	269	281	293
	mm	4928	5537	6071	6299	6833	7137	7442
Overall Length (Tailgate Raised)*	in.	224	248	254	278	284	309	321
	mm	5690	6299	6452	7061	7214	7849	8153
Overall Width	in.	96	96	96	96	96	96	96
	mm	2438	2438	2438	2438	2438	2438	2438
Overall Height Above Frame	in.	97	97	97	97	97	109	109
	mm	2464	2464	2464	2464	2464	2769	2769
Loading Sill Height Above Frame	in.	68	68	68	68	68	68	68
	mm	1727	1727	1727	1727	1727	1727	1727
Mounted Weight (route ready)	lbs.	10,400	11,000	11,200	12,000	12,200	13,200	13,600
	kg.	4718	4990	5081	5444	5534	5988	6170

* Including 30 in. for lift mount

All designs, specifications, and components are subject to change at the manufacturer's sole discretion at any time without notice. Data published herein is for information purposes only and shall not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. The only warranty is our standard written Warranty Statement for this product at the time of shipment.



2030 Hamilton Place Blvd., Suite 200, Chattanooga, TN 37421
866.FOR.HEIL (866.367.4345) • Fax: 423.855.3478
www.heil.com

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FORM #SWS-000005-112311

CONTACT YOUR LOCAL DEALER



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

November 2, 2018

Sent via Email to: johndavis@heiloftexas.com

John Davis
Heil of Texas
5900 Wheeler St.
Houston TX 77023

Re: Refuse Bodies, Trailers, Other Bodies
BuyBoard Contract 516-16

The Local Government Purchasing Cooperative d/b/a BuyBoard® (Cooperative) awarded your company a contract under Refuse Bodies, Trailers, Other Bodies, Contract 516-16, for which the current term is set to expire November 30, 2018. At this time, we are renewing your contract through November 30, 2019. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree with the renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me immediately via email at connie.burkett@tasb.org.

Reminder: All purchase orders must be processed through the BuyBoard. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member. Accepting orders directly from a member entity without Cooperative authorization is a violation of the terms of your contract. We request your assistance in immediately forwarding any orders received directly from member entities. Purchase orders may be sent to us either by fax (800-211-5454) or by email (info@buyboard.com). If by chance an order sent directly to you has been unintentionally processed, please forward it to the Cooperative and note it as **RECORD ONLY** to prevent duplication.

If you have questions or comments concerning this renewal, please contact me as soon as possible at connie.burkett@tasb.org. We appreciate your interest and participation in The Local Government Purchasing Cooperative.

Sincerely,

Connie W Burkett, CTSBS
Contract Administrator



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

October 19, 2016

Sent Via E-mail: donaldsiptak@heiloftexas.com

Donald Siptak
Texan Waste Equipment Inc.
5900 Wheeler St.
Houston, TX 77023

Re: Notice of The Local Government Purchasing Cooperative Award

Proposal Name and Number: Refuse Bodies, Trailers, and Other Bodies No. 516-16

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 12/1/2016 through 11/30/2017, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 516-16 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

- Vendor Quick Reference Sheet
- Electronic Catalog Format Instructions
- Vendor Billing Procedures

You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply.** Please forward by fax (1-800-211-5454) any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

Per proposal specifications, awarded vendors will have 30 days or sooner to submit their electronic catalog including pricing. If the electronic data is not provided within 30 days or sooner of notice of award, we reserve the right to inactivate any company's award information from the BuyBoard until such time the electronic data is received.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **BuyBoard Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas
BuyBoard Procurement Director
v.12.15



The Local Government Purchasing Cooperative is endorsed by the Texas Association of School Boards,
Texas Municipal League, Texas Association of Counties, and the Texas Association of School Administrators.



16437

12007 Research Boulevard • Austin, Texas 78759-2439
PH: 800-695-2919 • FAX: 800-211-5454 • www.buyboard.com

PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Refuse Bodies, Trailers, and
Other Bodies

Proposal Opening Date and Time:
April 19, 2016 at 2:00 PM

Proposal Number: 516-16

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Contract Time Period: November 1, 2016
through October 31, 2017 with two (2) possible
one-year renewals.

Anticipated Cooperative Board Meeting Date:
September 2016

Texan Waste Equipment Inc.
Name of Proposing Company

04/07/2016
Date

5900 Wheeler St.
Street Address


Signature of Authorized Company Official

Houston, TX 77023
City, State, Zip

Donald Siptak
Printed Name of Authorized Company Official

713-923-7600
Telephone Number of Authorized Company Official

Sales Manager
Position or Title of Authorized Company Official

713-923-5522
Fax Number of Authorized Company Official

76-0681266
Federal ID Number

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions, General Terms and Conditions, Attachments/Forms, Item Specifications, and Line Items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;

CD / Powell

H-N
N-Y



12007 Research Boulevard • Austin, Texas 78759-2439
PH: 800-695-2919 • FAX: 800-211-5454 • www.buyboard.com

4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by another governmental entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format for posting on the BuyBoard as a prerequisite to activation of your contract;
5. You have clearly identified any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a Form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.



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VENDOR PURCHASE ORDER, REQUEST FOR QUOTES, AND INVOICE RECEIPT OPTIONS

Company: Texan Waste Equipment Inc. General Contact Name: Donald Siptak

Purchase Orders: Purchase orders from Cooperative members will be available through the Internet or by facsimile.

Option 1: Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors that choose this option to assist them with retrieving their orders.

Option 2: Fax. Vendors need a designated fax line available at all times to receive purchase orders.

Please choose only one (1) of the following options for receipt of purchase orders and provide the requested information:

☒ I will use the **INTERNET** to receive purchase orders.

E-mail Address: donaldsiptak@heiloftexas.com

Internet Contact: Donald Siptak Phone: 713-923-7600

Alternate E-mail Address: ar@heiloftexas.com

Alternate Internet Contact: Amanda Black Phone: 713-923-7600

☐ I will receive purchase orders via **FAX**.

Fax Number: _____

Fax Contact: _____ Phone: _____

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

E-mail Address: donaldsiptak@heiloftexas.com

Alternate E-mail Address: ar@heiloftexas.com

Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Mailing address: 5900 Wheeler St. **Department:** Accounting Dept.

City: Houston **State:** TX **Zip Code:** 77023

Contact Name: Amanda Black **Phone:** 713-923-7600

Fax: 713-923-5522 **E-mail Address:** ar@heiloftexas.com

Alternative E-mail Address: donaldsiptak@heiloftexas.com



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FORM B

COMM.V.11.18.15

FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- ☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

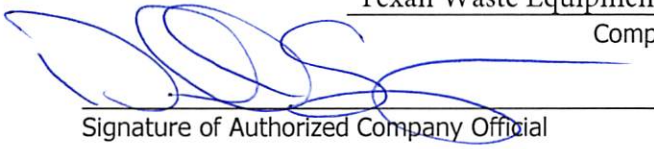
Name of Felon(s): _____

Details of Conviction(s): _____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

Texan Waste Equipment Inc. dba Heil of Texas

Company Name


Signature of Authorized Company Official

Donald Siptak

Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Texan Waste Equipment Inc. dba Heil of Texas

Company Name


Signature of Authorized Company Official

Donald Siptak

Printed Name

FORM C

COMM.V.11.18.15



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RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a person whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions. Please check (✓) one of the following.

☒ I certify that my company is a **Resident Proposer.**

☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

<u>Texan Waste Equipment Inc. dba Heil of Texas</u>	<u>5900 Wheeler St.</u>	
Company Name	Address	
<u>Houston</u>	<u>TX</u>	<u>77023</u>
City	State	Zip Code

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☐ No

B. What is the prescribed amount or percentage? \$ _____ or _____ %

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas? Please check (✓) one of the following.

☐ Yes ☒ No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification.

Texan Waste Equipment dba Heil of Texas
Company Name


Signature of Authorized Company Official

Donald Siptak
Printed Name



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HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (✓) all that apply

- ☐ I certify that my company has been certified as a HUB in the following categories:
- ☐ **Minority Owned Business**
 - ☐ **Women Owned Business**
 - ☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

Name of Certifying Agency:

- ☒ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Texan Waste Equipment Inc. dba Heil of Texas
Company Name


Signature of Authorized Company Official

Donald Siptak
Printed Name



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AFFIRMATION REGARDING CONSTRUCTION-RELATED GOODS AND SERVICES

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, attached to this Form F, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services.

By signature below, the undersigned affirms that Proposer has read and understands the Advisory attached to this Form F and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

Texan Waste Equipment dba Heil of Texas
Company Name


Signature of Authorized Company Official

Donald Siptak
Printed Name

4/7/2016
Date



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BUYBOARD PROCUREMENT AND CONSTRUCTION-RELATED GOODS AND SERVICES ADVISORY FOR TEXAS MEMBERS

Why make purchases using BuyBoard? Purchasing through a cooperative or "interlocal contract" satisfies the requirement of local governments to seek competitive procurement for the purchase of goods or services.¹ Therefore, you may purchase goods and services from a vendor through BuyBoard without having to conduct your own competitive procurement. If, however, you are procuring construction-related services through a BuyBoard Job Order Contract (JOC) or contract for the installation of equipment or materials (e.g., athletic fields and surfaces, kitchen equipment, HVAC, playground equipment, or modular buildings), you may, as explained in this Advisory, need to procure certain aspects of these services using a separate procurement process outside of the BuyBoard and should consult your procurement officer and/or legal advisor for specific advice.

What is BuyBoard's Procurement Process? The BuyBoard uses a competitive procurement process to award contracts to vendors for goods and services that the BuyBoard determines, based on an evaluation of multiple criteria, represents the best value for its members.

How does BuyBoard award a contract to a vendor? As a condition of being awarded a BuyBoard contract, a vendor is bound by and must agree to comply with all the terms of the BuyBoard's proposal invitation (or specifications), the vendor's proposal response, and any additional contract terms negotiated with the BuyBoard member. Among other things, the vendor must honor the pricing submitted in the vendor's proposal. **THE PRICE YOU PAY FOR THE GOODS AND SERVICES COVERED BY THE BUYBOARD CONTRACT MAY BE LESS THAN THE AWARDED PRICING, BUT CANNOT BE MORE.** Additionally, the vendor must comply with the BuyBoard contract's general terms and conditions, and any additional terms and conditions that apply to the specific BuyBoard contract, as set out in the proposal invitation.

How does a BuyBoard member make purchases through the BuyBoard contract? You utilize the awarded BuyBoard contract by issuing a signed purchase order through the BuyBoard online application to procure the selected goods or services. Although BuyBoard must receive a copy of the signed purchase order, BuyBoard does not review or approve the purchase order or other supplemental agreement that you obtain – this is a matter between you and the vendor. If construction-related services are procured through the BuyBoard, additional contracts with professionals and the contractor may be required, depending on the nature and scope of the services. As stated above, you should consult your procurement officer and/or legal advisor for specific advice.

How do I know that my entity has made a purchase through the BuyBoard?

BuyBoard must have a copy of the purchase order in order for the purchase to be considered a BuyBoard procurement. To ensure that your entity has satisfied state law requirements for competitive procurement, make sure that the BuyBoard has your purchase order. Do not rely on the vendor to submit the purchase order on your behalf; it is your responsibility to make sure that the BuyBoard has the signed purchase order. You may log in to www.buyboard.com using your member I.D. and password to view the Purchase Order Status Report to confirm that the purchase order is in the BuyBoard system.

What should BuyBoard members consider when using BuyBoard for construction-related purchases? While purchasing goods and services through BuyBoard satisfies your legal requirement to competitively procure a good or service, as a general matter you must keep in mind other legal requirements that may relate to the purchase, especially when using BuyBoard for construction-related procurement.



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When making construction-related purchases through a BuyBoard contract, BuyBoard members must consider the following:

- **Best value determination.** In compliance with Texas law and any local policy, your entity must first determine that purchasing through an interlocal contract or purchasing cooperative is the procurement method that will provide best value.ⁱ This is done by the governing body (e.g., board of trustees, council, commissioners' court, etc.) or may be delegated by the governing body to an individual or committee, with written notice.
- **Products or services not covered by the BuyBoard contract.** The BuyBoard contract covers only the specific goods and services awarded by the BuyBoard. If you want to purchase from a BuyBoard vendor goods or services from a BuyBoard vendor that are not covered by the vendor's BuyBoard contract, such as architectural, design, or engineering services, you must procure them separately in accordance with state law and local policy.
- **Architectural or Engineering and Independent Testing services.** If your procurement includes a construction component that requires architectural or engineering services, you must procure those services separately. **YOU MAY NOT PROCURE ARCHITECTURAL OR ENGINEERING SERVICES THROUGH A BUYBOARD CONTRACT.** Texas law requires architectural and engineering services to be obtained in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and prohibits them from being procured through a purchasing cooperative.ⁱⁱⁱ
 - **Architecture.** A new building owned by a political subdivision having construction costs exceeding \$100,000 or an alteration or addition to an existing building having construction costs exceeding \$50,000 must have architectural plans and specifications prepared by an architect.^{iv} (An "alteration" or "addition" for purposes of this requirement requires the removal, relocation, or addition of a wall or partition or the alteration or addition of an exit.)
 - **Engineering.** If the goods or services procured through the BuyBoard will involve engineering in which the public health, welfare, or safety is involved, the plans for structural, mechanical, electrical, electronic, fire suppression, geotechnical systems, foundation design, surface water drainage, plumbing and certain roof modifications and associated estimates must be prepared by an engineer, and the engineering construction must be performed under the direct supervision of an engineer.^v The Engineering Practice Act provides two exceptions to this rule – no engineer is required if (1) the project involves mechanical or electrical engineering and will cost \$8,000 or less, or (2) the project does not require mechanical or electrical engineering and will cost \$20,000 or less.^{vi}
 - **Independent Testing.** If acceptance of a facility by a public entity involves independent testing of construction materials engineering and/or verification testing services, the testing services should be procured under the Professional Services Procurement Act, and may not be procured under a BuyBoard contract.
 - **Written Certification.** Effective 09/01/2013, a local governmental entity purchasing construction-related goods and services through a cooperative in an amount that exceeds \$50,000 must designate a person to certify in writing that the project does not require the preparation of plans or specifications by an architect or engineer OR that an architect or engineer has prepared the plans or specifications.^{vii}



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- **Bonds.** You must also consider whether the vendor is required to provide a payment or performance bond. A payment bond is required for contracts that exceed \$25,000 to protect subcontractors who supply labor or materials for the project. A performance bond is required for a contract that exceeds \$100,000, to protect the local government if a contractor fails to complete the project.^{viii} Without payment and performance bonds, if the contractor fails to pay its subcontractors or to complete the project, the public entity that entered the contract can be held responsible for payment claims or costs to complete.
- **Construction Contract.** Even though the procurement of construction or construction-related services may be through the BuyBoard, your construction contract is between your entity and the contractor. The BuyBoard contract's general terms and conditions, standing alone, are not sufficient to document your entity's specific transaction. THEREFORE, YOU SHOULD USE AN APPROPRIATE FORM OF CONSTRUCTION CONTRACT JUST AS YOU WOULD DO IF YOU PROCURED CONSTRUCTION SERVICES INDEPENDENTLY, USING COMPETITIVE SEALED PROPOSALS. The contract must contain provisions required by state law including: performance and payment bonds, requirements for payment of prevailing wages to all construction workers, workers' compensation coverage for all workers and, on projects where contractor employees may have direct contact with students, criminal history record checks. Other provisions which should be considered in the construction contract are retainage, contingency, liquidated damages and dispute resolution, among others. By supplementing the BuyBoard contract with an appropriate form of construction contract, you ensure that your entity's unique interests are addressed and that your entity can enforce the contract directly.
- **Legal advice.** Because of the variety of laws that relate to construction-related purchasing and the potential risk of high exposure, you are well-advised to consult with your entity's legal counsel before procuring construction-related goods and services under any procurement method, including a purchasing cooperative.

This Advisory is provided for educational purposes only to facilitate a general understanding of the law. This Advisory is neither an exhaustive treatment on the subject nor is it intended to substitute for the advice of an attorney.

For more information about BuyBoard, contact us at 800-695-2919.

-
- i. Tex. Gov't Code §791.025 and Tex. Local Gov't Code §271.102.
 - ii. Tex. Ed. Code §44.031(a) (school districts); Tex. Local Gov't Code §252.043(a)(municipalities) and §262.022(5-a) and §262.027(counties)
 - iii. Tex. Gov't Code §2254.004 and §791.011(h)
 - iv. Tex. Occ. Code §1051.703
 - v. Tex. Occ. Code §1001.0031(c)
 - vi. Tex. Occ. Code §1001.053
 - vii. Tex. Gov't Code §791.011(j), effective September 1, 2013
 - viii. Tex. Gov't Code §2253.021(a)

Issued March 31, 2014



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DEVIATION AND COMPLIANCE SIGNATURE FORM

If your company intends to deviate from the General Terms and Conditions, Item Specifications or other requirements associated with this Proposal Invitation, you must list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form, an attachment to this form, or elsewhere in your Proposal. (If you do not provide the information on or as an attachment to this form, the information must be clearly identified in your Proposal.) The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Item Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation.

- ☐ **No;** Deviations
☒ **Yes;** Deviations

List and fully explain any deviations you are submitting:

Our bid will be FOB Shipping Point due to our equipment varies in Height and Size, and on
occasion needs to be transported via flatbed rather than driven.

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☒ Common Carrier ☒ Company Truck ☐ Prepaid and Add to Invoice ☐ Other:

Drive-away company or Flatbed carrier

2. Payment Terms: ☒ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other:

3. Number of Days for Delivery: 90 ARO

4. Vendor Reference/Quote Number: N/A

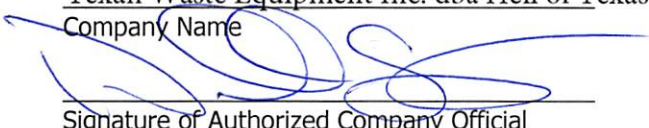
5. State your return policy:

No returns on equipment

6. Are electronic payments acceptable? ☒ Yes ☐ No

7. Are credit card payments acceptable? ☒ Yes ☐ No

Texan Waste Equipment Inc. dba Heil of Texas
Company Name


Signature of Authorized Company Official
FORM G

Donald Siptak
Printed Name

COMM.V.11.18.15



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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary.

Texan Waste Equipment Inc. dba Heil of Texas
Company Name

5900 Wheeler St.
Address

Houston TX 77023
City State Zip

713-923-7600 713-923-5522
Phone Number Fax Number

Donald Siptak
Contact Person

Texan Waste Equipment Inc. dba Heil of Texas
Company Name

503 Pop Gunn
Address

San Antonio TX 78219
City State Zip

210-224-5800 210-223-0033
Phone Number Fax Number

Donald Siptak
Contact Person



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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary.

Texan Waste Equipment Inc. dba Heil of Texas

Company Name

1440 South Loop 12

Address

Irving

City

TX

State

75060

Zip

972-438-6488

Phone Number

972-438-5564

Fax Number

Donald Siptak

Contact Person

Texan Waste Equipment Inc. dba Heil of Texas

Company Name

TBD

Address

El Paso

City

TX

State

TBD

Zip

713-923-7600

Phone Number

713-923-5522

Fax Number

Donald Siptak

Contact Person



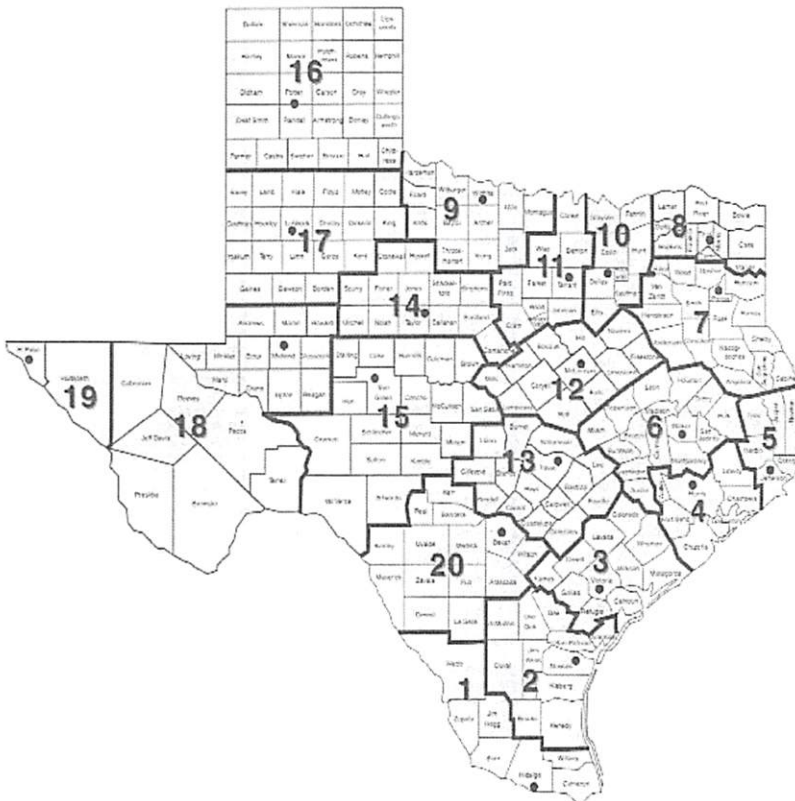
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TEXAS REGIONAL SERVICE DESIGNATION

Unless you designate otherwise on this form, you agree to service members of The Local Government Purchasing Cooperative statewide!

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers



- ☒ I will service Texas Cooperative members statewide.
- ☐ I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

Region Headquarters

- | | | |
|--------------------------|----|----------------|
| ☐ | 1 | Edinburg |
| ☐ | 2 | Corpus Christi |
| ☐ | 3 | Victoria |
| ☐ | 4 | Houston |
| ☐ | 5 | Beaumont |
| ☐ | 6 | Huntsville |
| ☐ | 7 | Kilgore |
| ☐ | 8 | Mount Pleasant |
| ☐ | 9 | Wichita Falls |
| ☐ | 10 | Richardson |
| ☐ | 11 | Fort Worth |
| ☐ | 12 | Waco |
| ☐ | 13 | Austin |
| ☐ | 14 | Abilene |
| ☐ | 15 | San Angelo |
| ☐ | 16 | Amarillo |
| ☐ | 17 | Lubbock |
| ☐ | 18 | Midland |
| ☐ | 19 | El Paso |
| ☐ | 20 | San Antonio |

Texan Waste Equipment Inc dba Heil of Texas
Company Name

Signature of Authorized Company Official

Donald Siptak
Printed Name

- ☐ I will not service members of the Texas Cooperative.



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STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

☒ I will service all states in the United States.

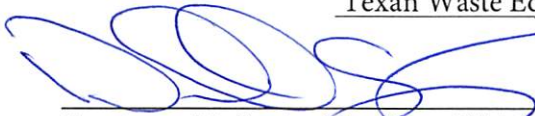
☐ I will not service all states in the United States. I will service only the states checked below:

- | | |
|--|---|
| ☐ Alabama | ☐ Nebraska |
| ☐ Alaska | ☐ Nevada |
| ☐ Arizona | ☐ New Hampshire |
| ☐ Arkansas | ☐ New Jersey |
| ☐ California (Public Contract Code 20118 & 20652) | ☐ New Mexico |
| ☐ Colorado | ☐ New York |
| ☐ Connecticut | ☐ North Carolina |
| ☐ Delaware | ☐ North Dakota |
| ☐ District of Columbia | ☐ Ohio |
| ☐ Florida | ☐ Oklahoma |
| ☐ Georgia | ☐ Oregon |
| ☐ Hawaii | ☐ Pennsylvania |
| ☐ Idaho | ☐ Rhode Island |
| ☐ Illinois | ☐ South Carolina |
| ☐ Indiana | ☐ South Dakota |
| ☐ Iowa | ☐ Tennessee |
| ☐ Kansas | ☐ Texas |
| ☐ Kentucky | ☐ Utah |
| ☐ Louisiana | ☐ Vermont |
| ☐ Maine | ☐ Virginia |
| ☐ Maryland | ☐ Washington |
| ☐ Massachusetts | ☐ West Virginia |
| ☐ Michigan | ☐ Wisconsin |
| ☐ Minnesota | ☐ Wyoming |
| ☐ Mississippi | |
| ☐ Missouri | |
| ☐ Montana | |

This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

Texan Waste Equipment Inc. dba Heil of Texas

Company Name



Signature of Authorized Company Official

Donald Siptak

Printed Name



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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.



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6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Texan Waste Equipment Inc dba Heil of Texas
Name of Vendor

516-16
Proposal Invitation Number


Signature of Authorized Company Official

Donald Siptak
Printed Name of Authorized Company Official

4/7/2016
Date



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FEDERAL AND STATE/PURCHASING COOPERATIVE DISCOUNT COMPARISON FORM

The Cooperative strives to provide its members with the best services and products at the best prices available. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with prices/discounts you offer federal and state entities and other interlocal purchasing cooperatives (collectively referred to as "purchasing cooperative" in this form). Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 23,000,000.00 (The period of the 12 month period is 1/15 / 12/15). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. Based on your written discounting policies are the discounts you offer the Cooperative equal to or better than the best price you offer other purchasing cooperatives acquiring the same items regardless of quantity or terms and conditions?

YES ☒ NO ☐

3. Based on your written discounting policies, provide the information requested below for other purchasing cooperatives, either in the chart below or in an equivalent format. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	DISCOUNT (%)	QUANTITY/VOLUME	FOB TERM
1. Federal General Services Adm.			
2. T-PASS			
3. U.S. Communities Purchasing Alliance			
4. The Cooperative Purchasing Network			
5. Houston-Galveston Area Council	3%	80 Units	Shipping Point
6. Other Buy Board			

☐ MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 3 Proposed Discount (%): 3

Explanation: No charge

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Texan Waste Equipment Inc. dba Heil of Texas

Company Name

Donald Siptak

Printed Name


Signature of Authorized Company Official

FORM L

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GOVERNMENTAL REFERENCES AND PRICE/DISCOUNT INFORMATION

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Discount	Quantity/ Volume	FOB Term
1. <u>College Station</u>	<u>Pete Caler</u>	<u>979-218-6468</u>	<u>3%</u>	<u>5 units</u>	<u>Delivery</u>
2. <u>City of Bryan</u>	<u>Eric Ezaragoza</u>	<u>979-777-3451</u>	<u>3%</u>	<u>4 units</u>	<u>Delivery</u>
3. <u>City of Austin</u>	<u>Dale Johnson</u>	<u>512-974-1936</u>	<u>3%</u>	<u>22 units</u>	<u>Delivery</u>
4. <u>City of Houston</u>	<u>Victor Ayers</u>	<u>713-837-9131</u>	<u>3%</u>	<u>9 units</u>	<u>Delivery</u>
5. <u>City of Irving</u>	<u>Brenda Harey</u>	<u>972-742-2389</u>	<u>3%</u>	<u>6 units</u>	<u>Delivery</u>

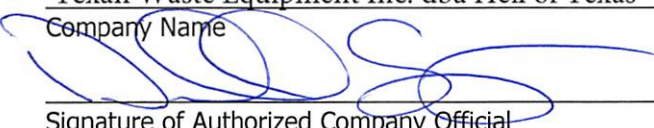
Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? **YES** ☒ **NO** ☐ If YES, please explain:

Rare occation if required to get Business

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

Texan Waste Equipment Inc. dba Heil of Texas

Company Name


Signature of Authorized Company Official

Donald Siptak

Printed Name



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MARKETING STRATEGY

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: How your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)*

Attach additional pages if necessary.

We have statewide network of outside Direct Sales people that will contact customers direct either in
person or by phone.

Texan Waste Equipment Inc dba Heil of Texas
Company Name


Signature of Authorized Company Official

Donald Siptak
Printed Name



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CONFIDENTIAL/PROPRIETARY INFORMATION FORM

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:



NO, I certify that none of the information included with this Proposal is considered confidential or proprietary.



YES, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

(Attach additional sheets if needed.)



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B. Copyright Information

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:

☒ **NO**, Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES**, Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: _____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Texan Waste Equipment Inc

Company Name


Signature of Authorized Company Official

Donald Siptak

Printed Name

4/07/2016

Date

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VENDOR BUSINESS NAME FORM

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: Texan Waste Equipment Inc. dba Heil of Texas

(List the legal name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)

Please check (✓) one of the following:

Type of Business:

Individual/Sole Proprietor

Corporation

Limited Liability Company

Partnership

Other

If other, identify _____

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 76-0681266

(Vendor must include a completed IRS W-9 form with their proposal)

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*



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EDGAR VENDOR CERTIFICATION FORM **(2 CFR Part 200 and Appendix II)**

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which **may** be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity.

By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Vendor Certification, Item 1 (Vendor Violation or Breach of Contract Terms)

☒ **YES, I agree to the above.** (Initial: DS)

☐ **NO, I do NOT agree to the above.** (Initial: _____)



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2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.

Vendor Certification, Item 2 (Termination for Cause or Convenience):

☒ **YES, I agree to the above.** (Initial: DS)

☐ **NO, I do NOT agree to the above.** (Initial: _____)

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Vendor Certification, Item 3 (Equal Employment Opportunity):

☒ **YES, I agree to the above.** (Initial: DS)

☐ **NO, I do NOT agree to the above.** (Initial: _____)



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4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Vendor Certification, Item 4 (Davis-Bacon Act):

- ☒ YES, I agree to the above. (Initial: SS)
- ☐ NO, I do NOT agree to the above. (Initial: _____)
-

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Vendor Certification, Item 5 (Contract Work Hours and Safety Standards Act):

- ☒ YES, I agree to the above. (Initial: SS)
- ☐ NO, I do NOT agree to the above. (Initial: _____)
-



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6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

Vendor Certification, Item 6 (Right to Inventions Made Under a Contract or Agreement):

☒ **YES, I agree to the above.** (Initial: DS)

☐ **NO, I do NOT agree to the above.** (Initial: _____)

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Vendor Certification, Item 7 (Clean Air Act and Federal Water Pollution Control Act):

☒ **YES, I agree to the above.** (Initial: DS)

☐ **NO, I do NOT agree to the above.** (Initial: _____)

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.



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Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor Certification, Item 8 (Debarment and Suspension):

- ☒ **YES, I agree / certify to the above.** (Initial: DS)
☐ **NO, I do NOT agree / certify to the above.** (Initial: _____)
-

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Vendor Certification, Item 9 (Byrd Anti-Lobbying Amendment):

- ☒ **YES, I agree to the above.** (Initial: DS)
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



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Vendor Certification, Item 10 (Procurement of Recovered Materials):

- ☒ **YES, I agree to the above.** (Initial: DS)
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Vendor Certification, Item 11 (Profit as Separate Element of Price):

- ☒ **YES, I agree to the above.** (Initial: DS)
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-

12. General Compliance and Cooperation with Cooperative Members

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification, Item 12 (General Compliance and Cooperation with Cooperative Members):

- ☒ **YES, I agree to the above.** (Initial: DS)
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Texan Waste Equipment Inc. dba Heil of Texas
Company Name


Signature of Authorized Company Official

Donald Siptak
Printed Name



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REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

- ☒ Completed: **Proposer's Agreement and Signature** (Form A)
- ☒ Completed: **Vendor Purchase Order, Request for Quotes, and Invoice Receipt Options** (Form B)
- ☒ Completed: **Felony Conviction Disclosure and Debarment Certification** (Form C)
- ☒ Completed: **Resident/Nonresident Certification** (Form D)
- ☒ Completed: **Historically Underutilized Business (HUB) Certification** (Form E)
- ☒ Completed: **Affirmation Regarding Construction Related Goods and Services** (Form F)
- ☒ Completed: **Deviation/Compliance Signature Form** (Form G)
- ☒ Completed: **Dealership Listings** (Form H)
- ☒ Completed: **Texas Regional Service Designation** (Form I)
- ☒ Completed: **State Service Designation** (Form J)
- ☒ Completed: **National Purchasing Cooperative Vendor Award Agreement** (Form K)
- ☒ Completed: **Federal and State/Purchasing Cooperative Discount Comparison Form** (Form L)
- ☒ Completed: **Governmental References and Price/Discount Information** (Form M)
- ☒ Completed: **Marketing Strategy** (Form N)
- ☒ Completed: **Confidential/Proprietary Information Form** (Form O)
- ☒ Completed: **Vendor Business Name Form with IRS Form W-9** (Form P)
- ☒ Completed: **EDGAR Vendor Certification Form** (Form Q)
- ☒ Completed: **Forms Checklist** (Form R)
- ☒ Completed: **Proposal Specification Form with Catalogs/Pricelists and Manufacturer Letters** (Form S)

~~**Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*~~



Proposal Invitation No. 516-16-Refuse Bodies, Trailers and Other Bodies

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Discount Percent (%) off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount Percent (%)
NOTE 1: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered: • Manufacturers shall be listed in alphabetical order • Vendor's must list one specific percentage discount for each Manufacturer listed. If a vendor's response to Proposal Specification Form states "please see attachment sheet," all manufacturers listed on the attachment sheet must indicate per manufacturer the line item that correlates to the Proposal Specification Form or Vendor's proposal may not be considered. NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposer's responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. Optional equipment and upgrade options will be selected at time of order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!!					
Section I: Refuse Bodies, Containers, and Recyclers					
1	Discount (%) Off Catalog/Pricelist for Front Load Container	Discount (%) Off Catalog/Pricelist for Base Model Front Load Container (2 to 8 cubic yard or other similar related containers). Catalog/Pricelist MUST be included or proposal will not be considered.	3 _____%	Heil of Texas Container Catalog	
2	Discount (%) Off Catalog/Pricelist for Side Load Refuse Container	Discount (%) Off Catalog/Pricelist for Base Model Side Load Refuse Container (4 to 38 cubic yard or other similar related containers). Catalog/Pricelist MUST be included or proposal will not be considered.	_____%		
3	Discount (%) Off Catalog/Pricelist for Rear Load Refuse Container	Discount (%) Off Catalog/Pricelist for Base Model Rear Load Refuse Container (6 to 25 cubic yard or other similar related containers). Catalog/Pricelist MUST be included or proposal will not be considered.	3 _____%	Heil IESG Catalog Heil of Texas Container Catalog	
4	Discount (%) Off Catalog/Pricelist for Automated Side Load Refuse Container	Discount (%) Off Catalog/Pricelist for Base Model Automated Side Load Refuse Container (16 to 32 cubic yard or other similar related containers). Catalog/Pricelist MUST be included or proposal will not be considered.	3 _____%	Heil IESG	

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal.



Proposal Invitation No. 516-16-Refuse Bodies, Trailers and Other Bodies

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Discount Percent (%) off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount Percent (%)
5	Discount (%) Off Catalog/Pricelist for Residential Rear Load Refuse Container	Discount (%) Off Catalog/Pricelist for Base Model Residential Rear Load Refuse Container (18 to 32 cubic yard or other similar related containers). Catalog/Pricelist MUST be included or proposal will not be considered.	3 _____ %	Heil IESG	
6	Discount (%) Off Catalog/Pricelist for Commercial Rear Load Refuse Container	Discount (%) Off Catalog/Pricelist for Base Model Commercial Rear Load Refuse Container (20 to 32 cubic yard or other similar related containers). Catalog/Pricelist MUST be included or proposal will not be considered.	3 _____ %	Heil IESG	
7	Discount (%) Off Catalog/Pricelist for Fully Automated Side Load Container	Discount (%) Off Catalog/Pricelist for Base Model Fully Automated Side Load Container (20 to 31 cubic yard or other similar related containers). Catalog/Pricelist MUST be included or proposal will not be considered.	3 _____ %	Heil IESG	
8	Discount (%) Off Catalog/Pricelist for Drop Frame Automated Side Load Refuse Container	Discount (%) Off Catalog/Pricelist for Base Model Drop Frame Automated Side Load Refuse Container (22 to 33 cubic yard or other similar related containers). Catalog/Pricelist MUST be included or proposal will not be considered.	_____ _____ %		
9	Discount (%) Off Catalog/Pricelist for Dump Front Load Refuse Container	Discount (%) Off Catalog/Pricelist for Base Model Dump Front Load Refuse Container (23 to 28 cubic yard or other similar related containers). Catalog/Pricelist MUST be included or proposal will not be considered.	3 _____ %	Heil IESG	
10	Discount (%) Off Catalog/Pricelist for Commercial Side Load Refuse Container	Discount (%) Off Catalog/Pricelist for Base Model Commercial Side Load Refuse Container (26 to 33 cubic yard or other similar related containers). Catalog/Pricelist MUST be included or proposal will not be considered.	_____ _____ %		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal.



Proposal Invitation No. 516-16-Refuse Bodies, Trailers and Other Bodies

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Discount Percent (%) off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount Percent (%)
11	Discount (%) Off Catalog/Pricelist for Commercial Rear Load Container	Discount (%) Off Catalog/Pricelist for Base Model Commercial Rear Load Container (27 cubic yard or other similar related containers). Catalog/Pricelist MUST be included or proposal will not be considered.	3 _____%	Heil IESG	
12	Discount (%) Off Catalog/Pricelist for Residential Rear Load Container	Discount (%) Off Catalog/Pricelist for Base Model Residential Rear Load Container (27 cubic yard or other similar related containers). Catalog/Pricelist MUST be included or proposal will not be considered.	3 _____%	Heil IESG	
13	Discount (%) Off Catalog/Pricelist for Eject Front Load Refuse Container	Discount (%) Off Catalog/Pricelist for Base Model Eject Front Load Refuse Container (28 to 32 cubic yard or other similar related containers). Catalog/Pricelist MUST be included or proposal will not be considered.	3 _____%	Heil IESG	
14	Discount (%) Off Catalog/Pricelist for Commercial Front Load Refuse Container	Discount (%) Off Catalog/Pricelist for Base Model Commercial Front Load Refuse Container (32 to 45 cubic yard or other similar related containers). Catalog/Pricelist MUST be included or proposal will not be considered.	3 _____%	Heil IESG	
15	Discount (%) Off Catalog/Pricelist for Residential Front Load Refuse Container	Discount (%) Off Catalog/Pricelist for Base Model Residential Front Load Refuse Container (40 cubic yard or other similar related containers). Catalog/Pricelist MUST be included or proposal will not be considered.	3 _____%	Heil IESG	
16	Discount (%) Off Catalog/Pricelist for Dual Trough Recycler	Discount (%) Off Catalog/Pricelist for Base Model Dual Trough Recycler (33 to 38 cubic yard or other similar related containers). Catalog/Pricelist MUST be included or proposal will not be considered.	_____%		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal.



Proposal Invitation No. 516-16-Refuse Bodies, Trailers and Other Bodies

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Discount Percent (%) off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount Percent (%)
17	Discount (%) Off Catalog/Pricelist for Trailer Body Only	Discount (%) Off Catalog/Pricelist for Base Model Trailer Body Only (33 to 40 cubic yard or other similar related containers). Catalog/Pricelist MUST be included or proposal will not be considered.	3 _____%	Warren	
18	Discount (%) Off Catalog/Pricelist for Recycling Container	Discount (%) Off Catalog/Pricelist for Base Model Recycling Container (35 to 42 cubic yard or other similar related containers). Catalog/Pricelist MUST be included or proposal will not be considered.	3 _____%	Heil of Texas Container Catalog Heil IESG	
19	Discount (%) Off Catalog/Pricelist for Brush or Trash Load Refuse Container	Discount (%) Off Catalog/Pricelist for Base Model Brush or Trash Load Refuse Container (22' boom, seat to swing, hydraulic pump, reservoir, 18 to 20 cubic yard or other similar related containers). Catalog/Pricelist MUST be included or proposal will not be considered.	3 _____%	Petersen Palfinger/ Epsilon	
20	Discount (%) Off Catalog/Pricelist for Chassis Mount Side Load Refuse Container	Discount (%) Off Catalog/Pricelist for Base Model Chassis Mount Side Load Refuse Container (various cubic sizes). Catalog/Pricelist MUST be included or proposal will not be considered.	3 _____%	Heil IESG	
21	Discount (%) Off Catalog/Pricelist for High Capacity Recycler	Discount (%) Off Catalog/Pricelist for Base Model High Capacity Recycler (various cubic sizes). Catalog/Pricelist MUST be included or proposal will not be considered.	3 _____%	Heil IESG	
22	Discount (%) Off Catalog/Pricelist for Roll Off Container	Discount (%) Off Catalog/Pricelist for Base Model Roll Off Container (20 to 40 cubic yard with rectangular or bathtub design, 1/4" floor, 2 rollers on rear, 3/4" hook plate or other similar related containers). Catalog/Pricelist MUST be included or proposal will not be considered.	_____%		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal.



Proposal Invitation No. 516-16-Refuse Bodies, Trailers and Other Bodies

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Discount Percent (%) off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount Percent (%)
23	Discount (%) Off Catalog/Pricelist for Roll Off Hoist	Discount (%) Off Catalog/Pricelist for Base Model Roll Off Hoist (60,000 lb. Capacity, for 22' containers, air shift PTO/Pump, inside & outside controls, ICC bumper, toolbox and fenders, various cubic sizes. Catalog/Pricelist MUST be included or proposal will not be considered.	3 %	Heil IESG	
24	Discount (%) Off Catalog/Pricelist for Palift Hook Load Roll Off Hoist	Discount (%) Off Catalog/Pricelist for Base Model Palift Hook Load Roll Off Hoist (9,000 to 68,000 lb. lift capacities 14,500 to 86,000 lb. GVW ratings). Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
25	Discount (%) Off Catalog/Pricelist for Semi Trailer	Discount (%) Off Catalog/Pricelist for Base Model Semi Trailer (33 to 37 cubic yard or other similar related containers). Catalog/Pricelist MUST be included or proposal will not be considered.	3 %	Warren	
26	Discount (%) Off Catalog/Pricelist for Trailer Mount Side Load Refuse Container	Discount (%) Off Catalog/Pricelist for Base Model Trailer Mount Side Load Refuse Container (various cubic sizes). Catalog/Pricelist MUST be included or proposal will not be considered.	3 %	Warren	
27	Discount (%) Off Catalog/Pricelist for Transfer Trailer	Discount (%) Off Catalog/Pricelist for Base Model Transfer Trailer (75 to 115 cubic yard or other similar related containers). Catalog/Pricelist MUST be included or proposal will not be considered.	3 %	Warren	
28	Discount (%) Off Catalog/Pricelist for All Other Base Model Refuse Bodies, Containers, Recyclers, and Hoists	Discount (%) Off Catalog/Pricelist for All Other Base Model Refuse Bodies, Containers, Recyclers, and Hoists. Catalog/Pricelist MUST be included or proposal will not be considered.	3 %	Heil IESG, Warren,	

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal.



Proposal Invitation No. 516-16-Refuse Bodies, Trailers and Other Bodies

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Discount Percent (%) off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount Percent (%)
NOTE: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!!					
29	Discount (%) Off Catalog/Pricelist for Refuse Bodies, Containers, Recyclers, and Hoists Optional Equipment and Upgrade Options	Discount (%) Off Catalog/Pricelist for Refuse Bodies, Containers, Recyclers, and Hoists, Optional Equipment and Upgrade Options. Catalog/Pricelist MUST be included or proposal will not be considered.	3 %	Heil IESG, Warren,	
Section II: Dump Bodies, Concrete Mixers, and Related Items					
30	Discount (%) Off Catalog/Pricelist for Dump Body	Discount (%) Off Catalog/Pricelist for Base Model Dump Body (2 to 18 cubic yard or other similar related containers). Catalog/Pricelist MUST be included or proposal will not be considered.	3 %	Warren	
31	Discount (%) Off Catalog/Pricelist for Concrete Mixer	Discount (%) Off Catalog/Pricelist for Base Model Concrete Mixer (8 to 13 cubic yard or other similar related containers, Truck Mounted). Catalog/Pricelist MUST be included or proposal will not be considered.	%		
32	Discount (%) Off Catalog/Pricelist for Hydraulic Card Board Balers, Drum Crushers and Trash Compactors	Discount (%) Off Catalog/Pricelist for Hydraulic Card Board Balers, Drum Crushers and Trash Compactors. Catalog/Pricelist MUST be included or proposal will not be considered.	3 %	Marathon IESG	
33	Discount (%) Off Catalog/Pricelist for Live Bottom Trailers, Accessories and Attachments	Discount (%) Off Catalog/Pricelist for Base Model Live Bottom Trailers, Accessories and Attachments (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment). Catalog/Pricelist MUST be included or proposal will not be considered.	3 %	Warren	

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal.



Proposal Invitation No. 516-16-Refuse Bodies, Trailers and Other Bodies

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Discount Percent (%) off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount Percent (%)
34	Discount (%) Off Catalog/Pricelist for Live Bottom Truck Bodies, Accessories and Attachments	Discount (%) Off Catalog/Pricelist for Base Model Live Bottom Truck Bodies, Accessories and Attachments (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment). Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
35	Discount (%) Off Catalog/Pricelist for All Other Dump Bodies, Concrete Mixers, and Related Items	Discount (%) Off Catalog/Pricelist for All Other Dump Bodies Concrete Mixers, and Related Items. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>3</u> %	Warren	
NOTE: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!!					
36	Discount (%) Off Catalog/Pricelist for Dump Bodies, Concrete Mixers, and Related Items, Optional Equipment	Discount (%) Off Catalog/Pricelist for Dump Bodies, Concrete Mixers, and Related Items, Optional Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>3</u> %	Warren	
Section III: Trailers					
37	Discount (%) Off Catalog/Pricelist for Utility Trailer	Discount (%) Off Catalog/Pricelist for All Types of Utility Trailers (Min. 2,000 lb. load capacity rated at 60 MPH, DOT approved lights and standard manufacturer's equipment.) Catalog/Pricelist MUST be included or proposal will not be considered.	<u>3</u> %	Warren	

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal.



Proposal Invitation No. 516-16-Refuse Bodies, Trailers and Other Bodies

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Discount Percent (%) off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount Percent (%)
Section III: Trailers					
38	Discount (%) Off Catalog/Pricelist for Tag Trailer	Discount (%) Off Catalog/Pricelist for Base Model Tag Trailer (18,000 to 40,000 lb. Load capacity rated at 60 MPH, DOT approved lights and standard manufacturer's equipment.) Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
39	Discount (%) Off Catalog/Pricelist for Rigid Gooseneck Trailer	Discount (%) Off Catalog/Pricelist for Base Model Rigid Gooseneck Trailer (70,000 to 100,000 lb. Load capacity rated at 60 MPH, DOT approved lights and standard manufacturer's equipment.) Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
40	Discount (%) Off Catalog/Pricelist for Hydraulic Detachable Gooseneck Trailer	Discount (%) Off Catalog/Pricelist for Base Model Hydraulic Detachable Gooseneck Trailer (70,000 to 100,000 lb. load capacity concentrated in any 16' rated at 60 MPH, DOT approved lights and standard manufacturer's equipment.) Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
41	Discount (%) Off Catalog/Pricelist for Belly Dump Trailer	Discount (%) Off Catalog/Pricelist for Base Model Belly Dump Trailer (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment, SEI, slide and go tarper). Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
42	Discount (%) Off Catalog/Pricelist for Dump Pup Trailer	Discount (%) Off Catalog/Pricelist for Base Model Dump Pup Trailer (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment, ABS brakes, short or long tongue, steel disc wheels). Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
43	Discount (%) Off Catalog/Pricelist for End Dump Trailer	Discount (%) Off Catalog/Pricelist for Base Model End Dump Trailer (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment, min. 10 gauge floor, min. 12 gauge sides). Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal.



Proposal Invitation No. 516-16-Refuse Bodies, Trailers and Other Bodies

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Discount Percent (%) off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount Percent (%)
44	Discount (%) Off Catalog/Pricelist for Stock/Ag Trailer	Discount (%) Off Catalog/Pricelist for Base Model Livestock/Agriculture Trailer (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment). Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
45	Discount (%) Off Catalog/Pricelist for All Other Trailers	Discount (%) Off Catalog/Pricelist for All Other Types of Trailers. Catalog/Pricelist MUST be included or proposal will not be considered.	3 _____ %	Warren	
NOTE: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!!					
46	Discount (%) Off Catalog/Pricelist for Trailers - Optional Equipment and Upgrade Options	Discount (%) Off Catalog/Pricelist for Trailers - Optional Equipment and Upgrade Options. Catalog/Pricelist MUST be included or proposal will not be considered.	3 _____ %	Warren	
Section IV: Repair Parts and Supplies					
47	Discount (%) Off Catalog/Pricelist for Repair Parts and Supplies	Discount (%) Off Catalog/Pricelist for Repair Parts and Supplies for all Refuse Bodies, Dump Bodies, Mixers or Trailers. Catalog/Pricelist MUST be included or proposal will not be considered.	5 _____ %	Heil IESG Heil of Texas	
Section V: Installation and Repair Service			Not to Exceed Hourly Labor Rate	Detailed Information on Hourly Labor Rate	Exceptions to Hourly Labor Rate
48	Not to Exceed Hourly Labor Rate for Installation/Repair Service of all Refuse Bodies, Trailers and Other Bodies Equipment	Hourly Labor Rate for Installation/Repair Service of all Refuse Bodies, Trailers and Other Bodies Equipment -- State the Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.	\$ 125 _____ /Hour	Customer Pay rate,	+

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal.



January 1, 2016

To whom this may concern:

This letter is to confirm that Heil of Texas is the sole Heil OEM body, parts, warranty, certified Heil rebuilt parts, and full service dealer for the state of Texas. Heil of Texas, with facilities in San Antonio, Dallas, and Houston, has the sole protected distributorship for Heil parts and services in the State of Texas. There are no other authorized distributors for Heil parts and services in the State of Texas. In addition, authorized Distributors for Heil parts and services outside the State of Texas may not sell Heil OEM parts or provide repair services to customers located in the State of Texas.

Heil of Texas San Antonio
503 Pop Gunn
San Antonio, TX 78219
210-224-5800

Heil of Texas Houston
5900 Wheeler Street
Houston, TX 77023
713-923-7600

Heil of Texas Dallas
1440 South Loop 12
Irving, TX 75060
972-438-6488

If you have any questions, please call me at 281-685-3750.

Sincerely,

Joe Howard
Heil Environmental
South Central Region Manager
281-685-3750

4/15/2016

PALFINGER

Tom Zwickle
PALFINGER NORTH AMERICA
7942 Dorchester Road
Niagara Falls, ON | L2E 6V6 | Canada

Texan Waste Equipment
Heil of Texas
5900 Wheeler Street
Houston | TX 77023

To whom it may concern:

This letter is meant to confirm the status of Texan Waste Equipment dba Heil of Texas as the authorized representative for the sale and service of the PALFINGER-EPSILON product for the state of Texas.

PALFINGER-EPSILON manufactures a full line of grapple loaders designed for continuous use in the harshest environments. Features like the Patented EPSLINK, EPSCOPE & EASY-FOLD (automatic folding system) create a safe and service-friendly environment in which to operate. The PALFINGER-EPSILON product is the only grapple-loader available in North America with the automatic folding system.

Please don't hesitate to call and/or write with any questions or concerns.

Warm regards,

Tom Zwickle

Tom Zwickle
EPSILON FORESTRY & SCRAP CRANES

www.palfinger-northamerica.com

Palfinger Inc.

P.O.Box 846

Niagara Falls, ON L2E 6V6

ph 905-374-3363 fx 905-374-1203



April 15, 2016

To whom it may concern,

Heil of Texas is the contractual dealer for Petersen Industries products for the entire state of Texas.

Thank you,

Jeffrey L Batley Jr.

Western Region Sales Manager

Petersen Industries



City of Galveston

CAPITAL PROJECTS STAFF REPORT

November 7, 2018

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Ross E. Blackketter, P.E., Director of Capital Projects

RE: Consider for approval authorizing the City Manager to negotiate a contract for the Completion of the Crockett Park (53rd @ Avenue S) project, for the not to exceed amount of \$1,380,000. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. City Council approved Burditt Consultants, LLC to provide design services for the Crockett Park (53rd @ Avenue S) Project to create an attraction for the City consisting of little league ballfields, a playground, a soccer field, a basketball court, and associated structures.
- B. Council awarded a contract with Hou-Scape, Inc. in the amount of \$3,606,933.00 on June 22, 2017 for the construction of this project.
- C. The construction of Crockett Park was not completed in accordance with the contract.
- D. The City attempted negotiations with Hou-Scape, Inc. and its bonding company, Hanover Surety, for completion of the contract, but was unable to come to an agreement.
- E. The City filed a lawsuit against Hou-Scape, Inc. on Friday November 1, 2018 for failure to perform.
- F. The City terminated the contract with Hou-Scape, Inc. for cause November 5, 2018.

II. Current Situation

- A. In order to complete the construction of the little league fields in time for the spring season, City staff and Burditt Consultants created, and advertised, a request for proposals (RFP) for the completion of the project.
- B. The proposals were received Monday, November 5, and are being evaluated and graded by staff.
- C. The available budget to complete the work on Crockett Park is \$1,380,000.
- D. City staff will work with the Contractor submitting the most advantageous and best proposal to ensure the project will be completed within the remaining budget.

III. Issues

This work is necessary to ensure the continuation of this project.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

IV. Alternatives in order of priority

- A. Approve authorizing the City Manager to negotiate a contract for the Completion of the Crockett Park (53rd @ Avenue S) project, for the not to exceed amount of \$1,380,000.
- B. Do not approve this request.

V. Recommendation

Approve authorizing the City Manager to negotiate a contract for the Completion of the Crockett Park (53rd @ Avenue S) project, for the not to exceed amount of \$1,380,000.

VI. Fiscal Impact Report

Requested by: Ross E. Blackketter, P.E.
Director of Capital Projects

Funding Source: Parks Silo IDC 4B Sales Tax Fund

Costs of implementation: \$1,380,000.

Respectfully submitted,

Ross E. Blackketter, P.E.
Director of Capital Projects





City of Galveston

CAPITAL PROJECTS STAFF REPORT

06 November 2018

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Ross E. Blackketter, P.E., Director of Capital Projects

RE: Consider for approval of a contract with E. P. Brady, Ltd., for the Sanitary Sewer Improvements Along 8 Mile Road from Stewart Road to Sunny Beach project (RFP #18-36) in the amount of \$2,078,860.00 for the base bid plus alternate A (estimated total cost of project not to exceed \$2,393,860). Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. The design and construction of a sanitary sewer line along 8 Mile Road and within the Sunny Beach subdivision was included in the City of Galveston Capital Improvement Plan.
- B. On 14 January 2016, the City Council approved Arceneaux, Wilson, and Cole, LLC. to perform engineering design for the Sanitary Sewer Improvements Along 8 Mile Road from Stewart Road to Sunny Beach project.

II. Current Situation

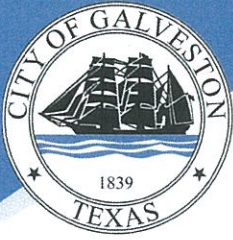
- A. The project was advertised on 19 September 2018 as RFP #18-36 to provide the ability to negotiate with the winning respondent and value engineer the project costs.
- B. The RFP responses were received on 24 October 2018.
- C. Three (3) responses were received and scored as follows:

	<u>Score</u>
Boyer, Inc.	530
E. P. Brady, Ltd.	1,545
Main Lane Industries, Ltd.	1,305

E. P. Brady, Ltd. received the highest score.

- D. E. P. Brady proposed the amount of \$2,078,860.00 for the base bid plus alternate A, which is within the project budget.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

III. **Impact or ramifications:**

The project is part of the City's continued efforts to expand services to the citizens.

IV. **Alternatives in order of priority**

- A. Approve a contract with E. P. Brady, Ltd., for the Sanitary Sewer Improvements Along 8 Mile Road from Stewart Road to Sunny Beach project in the amount of \$2,078,860.00 for the base bid plus alternate A.
- B. Do not approve the request.

V. **Recommendation**

Approve a contract with E. P. Brady, Ltd., for the Sanitary Sewer Improvements Along 8 Mile Road from Stewart Road to Sunny Beach project in the amount of \$2,078,860.00 for the base bid plus alternate A.

VI. **Fiscal Impact Report**

Requested by: Ross E. Blackketter, P.E.
Director of Capital Projects

Funding Source: 2008 Sanitary Sewer Bonds

Construction Cost	\$ 2,078,860.00
Contingency	\$ 260,000.00
Construction Administration	\$ 30,000.00
Material Testing (estimated)	\$ 25,000.00
Total Cost of Implementation	\$ 2,393,860.00

Respectfully Submitted,

Ross E. Blackketter, P.E.
Director of Capital Projects





BID TABULATION
For
Sanitary Sewer Improvements Along 8 Mile
From Steward Road to Sunny Beach
To Serve
The City of Galveston

		Main Lane Industries, Ltd. Houston, TX		E.P. Brady, Ltd. Houston, Texas		Boyer, Inc. Houston, Texas	
Miscellaneous Items	QTY.	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1 Mobilization, Bonds, Insurance, Onsite Facilities, Complete.	1	\$ 185,000.00	\$ 185,000.00	\$ 170,000.00	\$ 170,000.00	\$ 85,000.00	\$ 85,000.00
2 Traffic Control including, Signs, Channelizing Devices and Barricades, Complete in Place.	6	\$ 2,000.00	\$ 12,000.00	\$ 1,200.00	\$ 7,200.00	\$ 21,000.00	\$ 126,000.00
3 Hydro-Mulching Seeding, Complete in Place.	2,500	\$ 0.75	\$ 1,875.00	\$ 1.80	\$ 4,500.00	\$ 12.00	\$ 30,000.00
4 Storm Water Pollution Prevention Plan, Complete in Place.	1	\$ 15,000.00	\$ 15,000.00	\$ 1,500.00	\$ 1,500.00	\$ 20,000.00	\$ 20,000.00
Subtotal Miscellaneous Items			\$ 213,875.00		\$ 183,200.00		\$ 261,000.00

Sanitary Sewer Items

5 15-Inch PVC Sanitary Sewer, Open Cut, Complete in Place.	820	\$ 180.00	\$ 147,600.00	\$ 248.00	\$ 203,360.00	\$ 420.00	\$ 344,400.00
6 12-Inch PVC Sanitary Sewer, Open Cut, Complete in Place.	690	\$ 150.00	\$ 103,500.00	\$ 233.05	\$ 160,804.50	\$ 400.00	\$ 276,000.00
7 12-Inch HDPE Sanitary Sewer, Trenchless Tech with 24-Inch Steel Casing, Complete in Place.	270	\$ 500.00	\$ 135,000.00	\$ 535.00	\$ 144,450.00	\$ 650.00	\$ 175,500.00
8 10-Inch PVC Sanitary Sewer, Open Cut, Complete in Place.	760	\$ 130.00	\$ 98,800.00	\$ 196.00	\$ 148,960.00	\$ 395.00	\$ 300,200.00
9 8-Inch PVC Sanitary Sewer, Open Cut, Complete in Place.	2,390	\$ 120.00	\$ 286,800.00	\$ 159.95	\$ 382,280.50	\$ 390.00	\$ 932,100.00
10 Sanitary Sewer Manhole, 0'-6', Complete in Place.	9	\$ 10,000.00	\$ 90,000.00	\$ 4,140.00	\$ 37,260.00	\$ 12,000.00	\$ 108,000.00
11 Sanitary Sewer Manhole, 6'-8', Complete in Place.	3	\$ 15,000.00	\$ 45,000.00	\$ 4,635.00	\$ 13,905.00	\$ 12,500.00	\$ 37,500.00
12 Sanitary Sewer Manhole, 8'-10', Complete in Place.	3	\$ 17,000.00	\$ 51,000.00	\$ 5,175.00	\$ 15,525.00	\$ 13,000.00	\$ 39,000.00
13 Sanitary Sewer Manhole, 10'-12', Complete in Place.	6	\$ 17,000.00	\$ 102,000.00	\$ 5,850.00	\$ 35,100.00	\$ 15,000.00	\$ 90,000.00
14 Remove and Replace Sanitary Sewer Manhole at STA. 0+19, Complete in Place.	1	\$ 30,000.00	\$ 30,000.00	\$ 72,500.00	\$ 72,500.00	\$ 20,000.00	\$ 20,000.00
15 Concrete Pads for Sanitary Manhole, Complete in Place.	12	\$ 700.00	\$ 8,400.00	\$ 500.00	\$ 6,000.00	\$ 1,200.00	\$ 14,400.00
16 6-Inch Near Side Single Galveston Service Total, Complete in Place.	31	\$ 1,500.00	\$ 46,500.00	\$ 2,125.00	\$ 65,875.00	\$ 5,000.00	\$ 155,000.00
17 6-Inch Far Side Single Galveston Service Total, Complete in Place.	22	\$ 2,500.00	\$ 55,000.00	\$ 2,900.00	\$ 63,800.00	\$ 8,500.00	\$ 187,000.00
18 6-Inch Near Side Double Galveston Service Total, Complete in Place.	6	\$ 1,500.00	\$ 9,000.00	\$ 2,150.00	\$ 12,900.00	\$ 5,500.00	\$ 33,000.00
19 6-Inch Far Side Double Galveston Service Total, Complete in Place.	7	\$ 3,000.00	\$ 21,000.00	\$ 3,050.00	\$ 21,350.00	\$ 9,000.00	\$ 63,000.00
20 Sanitary Sewer Cleanout with Plug, @ STA. 11+96, Complete in Place.	1	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 7,500.00	\$ 7,500.00
21 Dewatering, Complete in Place.	5,000	\$ 25.00	\$ 125,000.00	\$ 10.00	\$ 50,000.00	\$ 40.00	\$ 200,000.00
Subtotal Sanitary Sewer Items			\$ 1,355,600.00		\$ 1,434,570.00		\$ 2,982,600.00



BID TABULATION
For
Sanitary Sewer Improvements Along 8 Mile
From Steward Road to Sunny Beach
To Serve
The City of Galveston

Alternate "A" Items		QTY.	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
22	Roadway Excavation, Complete	1390	\$ 40.00	\$ 55,600.00	\$35.00	\$ 48,650.00	\$ 42.00	\$ 58,380.00
23	2-Inch Type "D" HMAC Paving, Complete in Place.	4460	\$ 13.00	\$ 57,980.00	\$14.00	\$ 62,440.00	\$ 52.00	\$ 231,920.00
24	8-Inch Crushed Stone Flexible Base Course, Complete in Place.	5000	\$ 16.00	\$ 80,000.00	\$30.00	\$ 150,000.00	\$ 58.00	\$ 290,000.00
25	8-Inch Cement Stabilized Base Course, Complete in Place.	5,000	\$ 23.00	\$ 115,000.00	\$ 40.00	\$ 200,000.00	\$ 69.00	\$ 345,000.00
Subtotal Alternate "A" Items			\$	308,580.00	\$	461,090.00	\$	925,300.00

Alternate "B" Items		QTY.	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
26	15-Inch SaniTite HP Sanitary Sewer or approved equal, Open Cut, Replaces Bid Item No. 5, Complete in Place	820	\$ 180.00	\$ 147,600.00	\$ 372.05	\$ 305,081.00	\$ 441.00	\$ 361,620.00
27	12-Inch SaniTite HP Sanitary Sewer or approved equal, Open Cut, Replaces Bid Item No. 6, Complete in Place.	690	\$ 150.00	\$ 103,500.00	\$ 349.75	\$ 241,327.50	\$ 420.00	\$ 289,800.00
Subtotal Alternate "B" Items			\$	251,100.00	\$	546,408.50	\$	651,420.00

	Main Lane Industrial Ltd. Houston, TX	EP Brady Houston, TX	Boyer Houston, TX
TOTAL AMOUNT BID (Base Bid)	\$ 1,569,475.00	\$ 1,617,770.00	\$ 3,243,600.00
TOTAL AMOUNT BID (Base Bid with Alternate "A" Items)	\$ 1,878,055.00	\$ 2,078,860.00	\$ 4,168,900.00
TOTAL AMOUNT BID (Base Bid with Alternate "A" and "B" Items)	\$ 1,878,055.00	\$ 2,261,104.00	\$ 4,199,920.00

* Indicates mathematical errors that have been corrected.

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★ TEXAS REGISTERED ENGINEERING FIRM F-16194 ★



10/25/2018

Marc A. Ochoa

CITY OF GALVESTON, TEXAS

8-Mile Road Sanitary Sewer Improvements

RFP Number: 18-36



BID PACKAGE

NOTE: The City of Galveston is a tax exempt agency. The CITY will furnish approved bidder with Tax Exemption Certificate for materials used on this project.

The undersigned, as Bidder, declares that he/she has carefully examined the Request for Proposal, the General Conditions, the Specifications, the Plans, and Project Conditions for the work and other Contract Documents; and he/she proposes and agrees that, if this proposal is accepted, he will contract to provide all necessary tools, equipment, apparatus, facilities, labor, and transportation, and to do all of the work and furnish all of the materials specified in the Contract Documents required to complete the work as specified.

BASE BID ITEMS

MISCELLANEOUS ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Amount
1	Mobilization, Bonds, Insurance, Onsite Facilities, Complete.	LS	1	\$ 170,000.00	\$ 170,000.00
2	Traffic Control Including, Signs, Channelizing Devices, Flaggers, and Barricades, Complete in Place.	MO.	6	\$ 1,200.00	\$ 7,200.00
3	Hydro-Mulching Seeding, Complete in Place.	S.Y.	2,500	\$ 1.80	\$ 4,500.00
4	Storm Water Pollution Prevention Plan, Complete in Place.	LS	1	\$ 1,500.00	\$ 1,500.00
Subtotal Miscellaneous Items				\$ 183,200.00	

SANITARY SEWER ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Amount
5	15-Inch PVC Sanitary Sewer, Open Cut, Complete in Place.	LF	820	\$ 248.00	\$ 203,360.00
6	12-Inch PVC Sanitary Sewer, Open Cut, Complete in Place.	LF	690	\$ 233.05	\$ 160,804.50
7	12-Inch HDPE Sanitary Sewer, Trenchless Technology with 24 Inch Steel Casing, Complete in Place	LF	270	\$ 535.00	\$ 144,450.00
8	10-Inch PVC Sanitary Sewer, Open Cut, Complete in Place.	LF	760	\$ 196.00	\$ 148,960.00
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Amount

SANITARY SEWER IMPROVEMENTS ALONG 8 MILE FROM STEWART ROAD TO SUNNY BEACH.

BID FORM

9	8-Inch PVC Sanitary Sewer, Open Cut, Complete in Place.	LF	2,390	\$ 159.95	\$ 382,280.50
10	Sanitary Sewer Manhole, 0'-6', Complete in Place.	EA	9	\$ 4,140.00	\$ 37,260.00
11	Sanitary Sewer Manhole, 6'-8', Complete in Place.	EA	3	\$ 4,635.00	\$ 13,950.00
12	Sanitary Sewer Manhole, 8'-10', Complete in Place.	EA	3	\$ 5,175.00	\$ 15,525.00
13	Sanitary Sewer Manhole, 10'-12', Complete in Place.	EA	6	\$ 5,850.00	\$ 35,100.00
14	Remove and Replace Sanitary Sewer Manhole at Sta. 0+19, Complete in Place.	EA	1	\$ 72,500.00	\$ 72,500.00
15	Concrete Pads for Sanitary Manhole, Complete in Place.	EA	12	\$ 500.00	\$ 6,000.00
16	6-Inch Near Side Single Galveston Service Total, Complete in Place.	EA	31	\$ 2,125.00	\$ 65,875.00
17	6-Inch Far Side Single Galveston Service Total, Complete in Place.	EA	22	\$ 2,900.00	\$ 63,800.00
18	6-Inch Near Side Double Galveston Service Total, Complete in Place.	EA	6	\$ 2,150.00	\$ 12,900.00
19	6-Inch Far Side Double Galveston Service Total, Complete in Place.	EA	7	\$ 3,050.00	\$ 21,350.00
20	Sanitary Sewer Cleanout with Plug, @ STA. 11+96, Complete in Place.	EA	1	\$ 500.00	\$ 500.00
21	Dewatering, Complete in Place.	LF	5,000	\$ 10.00	\$ 50,000.00
Subtotal Sanitary Sewer Items				\$ 1,434,570.00	

ALTERNATE "A" BID ITEMS

PAVING ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Amount
22	Roadway Excavation, Complete.	CY	1,390	\$ 35.00	\$ 48,650.00
23	2-Inch Type "D" HMAC Paving, Complete in Place.	SY	4,460	\$ 14.00	\$ 62,440.00
24	8-Inch Crushed Stone Flexible Base Course, Complete in Place.	SY	5,000	\$ 30.00	\$ 150,000.00
25	8-Inch Cement Stabilized Base Course, Complete in Place.	SY	5,000	\$ 40.00	\$ 200,000.00
SUB-TOTAL ALTERNATE "A" BID ITEMS				\$ 461,090.00	

ALTERNATE "B" BID ITEMS

STORM SEWER ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Amount
26	15-Inch SaniTite HP Sanitary Sewer or approved equal, Open Cut, Replaces Bid Item No. 5, Complete in Place.	LF	820	\$ 372.05	\$ 305,081.00
27	12-Inch SaniTite HP Sanitary Sewer or approved equal, Open Cut, Replaces Bid Item No. 6, Complete in Place.	LF	690	\$ 349.75	\$ 241,327.50
SUB-TOTAL ALTERNATE "B" BID ITEMS				\$ 546,408.50	

SUMMATION

SUBTOTAL MISCELLANEOUS ITEMS 1-4	\$ 183,200.00
SUBTOTAL SANITARY SEWER ITEMS 5-21	\$ 1,434,570.00
TOTAL BASE BID ITEMS 1-21	\$ 1,617,770.00
SUBTOTAL ALTERNATE "A" ITEMS 22-25	\$ 461,090.00
TOTAL BASE BID WITH ALTERNATE "A" ITEMS 1-25	\$ 2,078,860.00
SUBTOTAL ALTERNATE "B" ITEMS 26-27	\$ 546,408.50
TOTAL BASE BID WITH ALTERNATE "A & B" ITEMS 1-4, 7-27	\$ 2,239,810.50



City of Galveston

CAPITAL PROJECTS STAFF REPORT

06 November 2018

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Ross E. Blackketter, P.E., Director of Capital Projects

RE: Consider for approval of a contract with E. P. Brady, Ltd., for the Sanitary Sewer Improvements Along 8 Mile Road from Stewart Road to Sunny Beach project (RFP #18-36) in the amount of \$2,078,860.00 for the base bid plus alternate A (estimated total cost of project not to exceed \$2,393,860). Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. The design and construction of a sanitary sewer line along 8 Mile Road and within the Sunny Beach subdivision was included in the City of Galveston Capital Improvement Plan.
- B. On 14 January 2016, the City Council approved Arceneaux, Wilson, and Cole, LLC. to perform engineering design for the Sanitary Sewer Improvements Along 8 Mile Road from Stewart Road to Sunny Beach project.

II. Current Situation

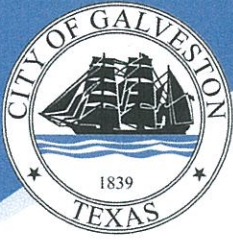
- A. The project was advertised on 19 September 2018 as RFP #18-36 to provide the ability to negotiate with the winning respondent and value engineer the project costs.
- B. The RFP responses were received on 24 October 2018.
- C. Three (3) responses were received and scored as follows:

	<u>Score</u>
Boyer, Inc.	530
E. P. Brady, Ltd.	1,545
Main Lane Industries, Ltd.	1,305

E. P. Brady, Ltd. received the highest score.

- D. E. P. Brady proposed the amount of \$2,078,860.00 for the base bid plus alternate A, which is within the project budget.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

III. **Impact or ramifications:**

The project is part of the City's continued efforts to expand services to the citizens.

IV. **Alternatives in order of priority**

- A. Approve a contract with E. P. Brady, Ltd., for the Sanitary Sewer Improvements Along 8 Mile Road from Stewart Road to Sunny Beach project in the amount of \$2,078,860.00 for the base bid plus alternate A.
- B. Do not approve the request.

V. **Recommendation**

Approve a contract with E. P. Brady, Ltd., for the Sanitary Sewer Improvements Along 8 Mile Road from Stewart Road to Sunny Beach project in the amount of \$2,078,860.00 for the base bid plus alternate A.

VI. **Fiscal Impact Report**

Requested by: Ross E. Blackketter, P.E.
Director of Capital Projects

Funding Source: 2008 Sanitary Sewer Bonds

Construction Cost	\$ 2,078,860.00
Contingency	\$ 260,000.00
Construction Administration	\$ 30,000.00
Material Testing (estimated)	\$ 25,000.00
Total Cost of Implementation	\$ 2,393,860.00

Respectfully Submitted,

Ross E. Blackketter, P.E.
Director of Capital Projects





BID TABULATION
For
Sanitary Sewer Improvements Along 8 Mile
From Steward Road to Sunny Beach
To Serve
The City of Galveston

		Main Lane Industries, Ltd. Houston, TX		E.P. Brady, Ltd. Houston, Texas		Boyer, Inc. Houston, Texas	
Miscellaneous Items	QTY.	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1 Mobilization, Bonds, Insurance, Onsite Facilities, Complete.	1	\$ 185,000.00	\$ 185,000.00	\$ 170,000.00	\$ 170,000.00	\$ 85,000.00	\$ 85,000.00
2 Traffic Control including, Signs, Channelizing Devices and Barricades, Complete in Place.	6	\$ 2,000.00	\$ 12,000.00	\$ 1,200.00	\$ 7,200.00	\$ 21,000.00	\$ 126,000.00
3 Hydro-Mulching Seeding, Complete in Place.	2,500	\$ 0.75	\$ 1,875.00	\$ 1.80	\$ 4,500.00	\$ 12.00	\$ 30,000.00
4 Storm Water Pollution Prevention Plan, Complete in Place.	1	\$ 15,000.00	\$ 15,000.00	\$ 1,500.00	\$ 1,500.00	\$ 20,000.00	\$ 20,000.00
Subtotal Miscellaneous Items			\$ 213,875.00		\$ 183,200.00		\$ 261,000.00

Sanitary Sewer Items

5 15-Inch PVC Sanitary Sewer, Open Cut, Complete in Place.	820	\$ 180.00	\$ 147,600.00	\$ 248.00	\$ 203,360.00	\$ 420.00	\$ 344,400.00
6 12-Inch PVC Sanitary Sewer, Open Cut, Complete in Place.	690	\$ 150.00	\$ 103,500.00	\$ 233.05	\$ 160,804.50	\$ 400.00	\$ 276,000.00
7 12-Inch HDPE Sanitary Sewer, Trenchless Tech with 24-Inch Steel Casing, Complete in Place.	270	\$ 500.00	\$ 135,000.00	\$ 535.00	\$ 144,450.00	\$ 650.00	\$ 175,500.00
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14 Remove and Replace Sanitary Sewer Manhole at STA. 0+19, Complete in Place.	1	\$ 30,000.00	\$ 30,000.00	\$ 72,500.00	\$ 72,500.00	\$ 20,000.00	\$ 20,000.00
15 Concrete Pads for Sanitary Manhole, Complete in Place.	12	\$ 700.00	\$ 8,400.00	\$ 500.00	\$ 6,000.00	\$ 1,200.00	\$ 14,400.00
16 6-Inch Near Side Single Galveston Service Total, Complete in Place.	31	\$ 1,500.00	\$ 46,500.00	\$ 2,125.00	\$ 65,875.00	\$ 5,000.00	\$ 155,000.00
17 6-Inch Far Side Single Galveston Service Total, Complete in Place.	22	\$ 2,500.00	\$ 55,000.00	\$ 2,900.00	\$ 63,800.00	\$ 8,500.00	\$ 187,000.00
18 6-Inch Near Side Double Galveston Service Total, Complete in Place.	6	\$ 1,500.00	\$ 9,000.00	\$ 2,150.00	\$ 12,900.00	\$ 5,500.00	\$ 33,000.00
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20 Sanitary Sewer Cleanout with Plug, @ STA. 11+96, Complete in Place.	1	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 7,500.00	\$ 7,500.00
21 Dewatering, Complete in Place.	5,000	\$ 25.00	\$ 125,000.00	\$ 10.00	\$ 50,000.00	\$ 40.00	\$ 200,000.00
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BID TABULATION
For
Sanitary Sewer Improvements Along 8 Mile
From Steward Road to Sunny Beach
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The City of Galveston

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TEXAS REGISTERED ENGINEERING FIRM F-16194



10/25/2018

Marc A. Ochoa

CITY OF GALVESTON, TEXAS

8-Mile Road Sanitary Sewer Improvements

RFP Number: 18-36



BID PACKAGE

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BASE BID ITEMS

MISCELLANEOUS ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Amount
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2	Traffic Control Including, Signs, Channelizing Devices, Flaggers, and Barricades, Complete in Place.	MO.	6	\$ 1,200.00	\$ 7,200.00
3	Hydro-Mulching Seeding, Complete in Place.	S.Y.	2,500	\$ 1.80	\$ 4,500.00
4	Storm Water Pollution Prevention Plan, Complete in Place.	LS	1	\$ 1,500.00	\$ 1,500.00
Subtotal Miscellaneous Items				\$ 183,200.00	

SANITARY SEWER ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Amount
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Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Amount

SANITARY SEWER IMPROVEMENTS ALONG 8 MILE FROM STEWART ROAD TO SUNNY BEACH.

BID FORM

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18	6-Inch Near Side Double Galveston Service Total, Complete in Place.	EA	6	\$ 2,150.00	\$ 12,900.00
19	6-Inch Far Side Double Galveston Service Total, Complete in Place.	EA	7	\$ 3,050.00	\$ 21,350.00
20	Sanitary Sewer Cleanout with Plug, @ STA. 11+96, Complete in Place.	EA	1	\$ 500.00	\$ 500.00
21	Dewatering, Complete in Place.	LF	5,000	\$ 10.00	\$ 50,000.00
Subtotal Sanitary Sewer Items				\$ 1,434,570.00	

ALTERNATE "A" BID ITEMS

PAVING ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Amount
22	Roadway Excavation, Complete.	CY	1,390	\$ 35.00	\$ 48,650.00
23	2-Inch Type "D" HMAC Paving, Complete in Place.	SY	4,460	\$ 14.00	\$ 62,440.00
24	8-Inch Crushed Stone Flexible Base Course, Complete in Place.	SY	5,000	\$ 30.00	\$ 150,000.00
25	8-Inch Cement Stabilized Base Course, Complete in Place.	SY	5,000	\$ 40.00	\$ 200,000.00
SUB-TOTAL ALTERNATE "A" BID ITEMS				\$ 461,090.00	

ALTERNATE "B" BID ITEMS

STORM SEWER ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Amount
26	15-Inch SaniTite HP Sanitary Sewer or approved equal, Open Cut, Replaces Bid Item No. 5, Complete in Place.	LF	820	\$ 372.05	\$ 305,081.00
27	12-Inch SaniTite HP Sanitary Sewer or approved equal, Open Cut, Replaces Bid Item No. 6, Complete in Place.	LF	690	\$ 349.75	\$ 241,327.50
SUB-TOTAL ALTERNATE "B" BID ITEMS				\$ 546,408.50	

SUMMATION

SUBTOTAL MISCELLANEOUS ITEMS 1-4	\$ 183,200.00
SUBTOTAL SANITARY SEWER ITEMS 5-21	\$ 1,434,570.00
TOTAL BASE BID ITEMS 1-21	\$ 1,617,770.00
SUBTOTAL ALTERNATE "A" ITEMS 22-25	\$ 461,090.00
TOTAL BASE BID WITH ALTERNATE "A" ITEMS 1-25	\$ 2,078,860.00
SUBTOTAL ALTERNATE "B" ITEMS 26-27	\$ 546,408.50
TOTAL BASE BID WITH ALTERNATE "A & B" ITEMS 1-4, 7-27	\$ 2,239,810.50



City of Galveston

CAPITAL PROJECTS STAFF REPORT

07 November 2018

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Ross E. Blackketter, P.E., Director of Capital Projects

RE: Consider for approval Change Order #6 for the contract with Main Lane Industries, Ltd., for the Reconstruction of Market Street from 25th Street to 19th Street project, increasing the contract from \$3,776,755.87 by the amount of \$86,050.00 to a cost of \$3,862,805.87, and extending the term of the contract by 165 days. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. Many of the City's Streets were damaged during Hurricane Ike in 2008.
- B. The U.S. Department of Housing and Urban Development approved the State's amended action plan for \$1.7 billion in second round disaster recovery funding associated with Hurricane Ike and Dolly.
- C. The amended state plan allocates \$1.032 billion to the Houston-Galveston Area Council region.
- D. On 22 March 2012, the City Council approved AECOM Technical Services, Inc. to perform design and construction phase services for the Reconstruction of Market Street from 25th Street to 19th Street project (originally 33rd Street to 14th Street).
- E. Due to budget constraints, the project was reduced from the original scope of 33rd Street to 14th Street to the reduced limits of 25th Street to 19th Street.
- F. Main Lane Industries, Ltd. was the low responsive bidder and was awarded the contract by Council Approval on 22 June 2017 in the amount of \$3,364,289.45.
- G. This contract was subsequently increased by \$106,608.00 to a total of \$3,470,897.45 in Change Order #1 on 28 September 2017, by \$269,632.43 to a total of \$3,740,529.88 in Change Order #2 on 14 December 2017, by \$160,423.43 to a total of \$3,900,953.31 in Change Order #3 on 24 May 2018, by \$8,539.50 to a total of \$3,909,492.81 in Change Order #4 on 21 June 2018, and decreased by \$132,736.94 to a total of \$3,776,755.87 in Change Order #5 on 23 August 2018.

II. Current Situation

- A. The Reconstruction of Market Street from 25th Street to 19th Street includes the replacement of multiple streetlights along the project length.
- B. The City has contracted with CenterPoint Energy for the installation of these lights.
- C. The final locations and conduit runs for these lights were redesigned by CenterPoint, resulting in changes to the original plans.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

- D. Due to a coordination issue, the revised conduit runs and streetlight locations were not provided to the contractor.
- E. This was discovered by CenterPoint after the rest of the project was completed.
- F. One additional streetlight needs to be installed and the conduits extended to reach the appropriate locations for CenterPoint to provide power.
- G. The cost of this work results in an increase of \$86,050.00 to the contract price.

III. **Impact or ramifications:**

This change order is necessary to complete the project.

IV. **Alternatives in order of priority**

- A. Approve Change Order #6 for the contract with Main Lane Industries, Ltd., for the Reconstruction of Market Street from 25th Street to 19th Street project, increasing the contract from \$3,776,755.87 by the amount of \$86,050.00 to a cost of \$3,862,805.87, and extending the term of the contract by 165 days.
- B. Do not approve the request.

V. **Recommendation**

Approve Change Order #6 for the contract with Main Lane Industries, Ltd., for the Reconstruction of Market Street from 25th Street to 19th Street project, increasing the contract from \$3,776,755.87 by the amount of \$86,050.00 to a cost of \$3,862,805.87, and extending the term of the contract by 165 days.

VI. **Fiscal Impact Report**

Requested by:

Ross E. Blackketter, P.E.
Director of Capital Projects

Funding Source:

CDBG DR Non-Housing Round 2.1

Construction Cost	\$ 3,862,805.87	(increase of \$86,050.00)
<u>Construction Administration</u>	<u>\$ 107,011.00</u>	
Total Cost of Implementation	\$ 3,969,816.87	

Respectfully Submitted,

Ross E. Blackketter, P.E.
Director of Capital Projects





AECOM
19219 Katy Freeway
Suite 100
Houston, TX 77094
www.aecom.com

281 646 2400 tel
281 646 2401 fax

November 06, 2018

Ross E. Blacketter, P.E.
Director of Capital Projects
City of Galveston
823 Rosenberg
Galveston, TX 77550

**RE: Change Order Recommendation for Approval: CO#6
Market Street Reconstruction from 25th to 19th Street
AECOM Project No. 60264630**

Dear Mr. Blacketter:

Please find AECOM Technical Services, Inc. (AECOM) letter of recommendation for approval for change order #6 for 60264630 Market Street from 25th to 19th Street in the amount of **\$86,050.00**. The change order is for the additional installation of street light conduit to energize the installed street lights along Market Street, and install three (3) additional street light foundations. Please see Attachment A for Main Lane's proposal.

Please find attached the Change Order No. 6, along with Main Lane's proposals for along with AECOM's letter of recommendation for approval. If the City is in acceptance of AECOM's recommendation with the attached change order proposals please find the GLO Form for the City's signature for approval.

Sincerely,

Andres Berdugo, P.E.
Project Manager

Attn: Attachment A – MC² Proposal No. 28
Attachment B – Change Order No. 6 GLO Form

Cc: City of Galveston – Tony Rodriguez, Trina Jankowski, Darren Miller
Main Lane – Billy Mitchell, P.E., Ed Henkel, Jim Lawler
CPS



City of Galveston
Construction Division
823 Rosenberg
Galveston, TX 77550

AECOM
19219 Katy Freeway, Suite 100
Houston, Texas 77094

Attention: Andres Berdugo
Project Engineer

November 5th, 2018

Re: Cost Proposal CO#28 – Lighting Operation
Project Market St Reconstruction
City of Galveston Job No. 60264630
Purchase Order No. P170213

All Parties,

Please find below the cost proposal for Main Lane to install conduit and provide surface restoration for bore pit locations. The proposal is inclusive of demolition of existing materials in preparation for the boring machine, removal of spoils, line boring, conduit installation, and site restoration for asphalt and concrete of the bore pit locations. This is for installation of 2" conduit and does not include pull box installation, wire installation, surface restoration around pull boxes. Pricing is based upon being able to work in all locations at the same time. A line item has been added for site restoration specific to the South West corner of 21st where an existing ramp and curb setup are likely to incur damages from boring.

Bore Pit Prep & Restoration	25 EA @ \$1150.00	=\$28,750.00
Line Bore for 2" Conduit	1700LF @ \$30.00	=\$51,000.00
Modified ADA Ramp @ SW @21st	1 @ \$1800	=\$ 1,800.00
Street Light Foundations	3 @ \$1500	=\$ 4,500.00
Requested Total Additional Payment		=\$86,050.00

Once you have had an opportunity to review this information, please let me know if you require additional information and wish to proceed with the proposed work. Thank you.

Best Regards,

Ed Henkel
Project Manager





Texas General Land Office Disaster Recovery

Construction Contract Change Order Request Form

Engineer: (Name & Address) AECOM 19219 Katy Freeway, Suite 100 Houston, TX 77094 Phone No.: (281) 646-2400	Owner (Contractor Locality): (Name & Address) City of Galveston 823 Rosenberg, Room 205 Galveston, TX 77550 Phone No.: (409) 797-3630	Contractor: (Name & Address) Main Lane Industries, LLC. 14115 Luthe Road, Suite 100 Houston, TX 77039 Phone No.: (713) 896-3141 Agreement Date: 07/13/2017	
Date: 11/05/2018 Project Code No.: P26505A-4 Bid Package No.: 260321-1_BID1	Contract For (Project Description): Reconstruction of Roadway & Associated Underground Utilities Market Street (25 th St – 19 th St)	GLO Contract No.: 11-337-000-5356/ DRS210051 Change Order No.: 06	
You are hereby requested to comply with the following changes from the contract plans and specifications:			
Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
92	Street Light Foundations: 3 EA @ \$1,500.00/EA		\$4,500.00
94	2-Inch PVC Schedule 40 Conduit, Pilot Tube Method: 1,700 LF @ \$30.00/LF		\$51,000.00
177	Bore Pit Pre & Restoration: 25 EA @ \$1,150.00/EA		\$28,750.00
178	Modified ADA Ramp @ SW @21 st Street: 1 EA @ \$1,800/EA		\$1,800.00

<u>Change in Contract Price</u>	<u>Change in Contract Time (Calendar Days)</u>
Original Contract Price: \$3,364,289.45	Original Contract Time: 240 days
Previous Change Order(s): No. 1 to No. 5 \$412,466.42	Net Change From Previous Change Orders: 100 days
Contract Price Prior to this Change Order: \$3,776,755.87	Contract Time Prior to this Change Order: 340 days
Net Increase/Decrease of this Change Order: \$86,050.00	Net Increase/Decrease of this Change Order: 165 days
Contract Price With all Approved Change Orders: \$3,862,805.87	Contract Time With all Change Orders: 505 days
Cumulative Percent Change in Contract Price (+/-): +14.82%	Grantee Contract End Date: (mm/dd/yy) 12 / 31 / 2018
Construction Contract Start Date: (mm/dd/yy) 08 / 02 / 2017	Construction Contract End Date: (mm/dd/yy) 12 / 20 / 2018

Reimbursements of costs included in this change order are subject to review by the GLO-DR program.

*** This document may be executed prior to submission for GLO-DR program review, but all parties involved will be held responsible if the change order or the amendment warranted as a result of this change order is not in compliance with CDBG or HUD requirements.**

RECOMMENDED:

By: 

AECOM

(ENGINEER)

Date: 11/6/2018

APPROVED:

By: _____

CITY OF GALVESTON

(OWNER)

Date: _____

ACCEPTED:

By: 

MAIN LANE INDUSTRIES

(CONTRACTOR)

Date: 11/6/2018

JUSTIFICATION FOR CHANGE

1. Will this Change Order increase or decrease

the number of beneficiaries?

☐ Increase

☐ Decrease

☒ No Change

If there is a change, how many beneficiaries will be affected?

Total ____ L/M ____

2. Effect of this change on scope of work:

☒ Increase

☐ Decrease

☐ No Change

3. Effect on operation and maintenance costs:

☐ Increase

☐ Decrease

☒ No Change

4. Are all prices in the change order dependent upon unit prices

found in the original bid?

☐ Yes

☒ No

If "No", explain: Additional quantity over run and additional extra work due to CNP not allowing to connect to existing conduit and wires within the project limits, and additional bores needed to connect to power source from energized pull boxes located ½ block away from project limits. These are competitive prices comparable to local conditions for the city and county area.

5. Has this change created new circumstances or environmental

conditions which may affect the project's impact, such as

concealed or unexpected conditions discovered during actual

construction?

☐ Yes

☒ No

If "Yes", is an Environmental Re-assessment required?

6. Is the Texas Commission on Environmental Quality (TCEQ)

clearance still valid? (if applicable)

☒ Yes

☐ No

7. Is the TCEQ permit approval still valid? (sewer projects only)

☒ Yes

☐ No

8. Are the handicapped access requirements/approval

still valid? (if applicable)

☒ Yes

☐ No

9. Are other Disaster Recovery contractual special condition clearance

still valid?

☒ Yes

☐ No

(If no, specify):

NOTE:

- * Generally, a cumulative change in the contract price in excess of 25% cannot be reviewed (18% **decrease** for counties).



City of Galveston

HUMAN RESOURCES DEPARTMENT

P. O. Box 779 | Galveston, TX 77553-0779
409.797.3650 (Office) | 409.356.4003 (Facsimile)

To: Honorable Mayor and Members of the City Council

From: Kent Etienne, Jr. – Executive Director

Date: November 15, 2018

RE: Ratifying the approval from the Chapter 172 Health Benefits Plan Board of Trustees for renewal of Liberty Mutual as the carrier for Specific Stop Loss Coverage effective October 1, 2018 through September 30, 2019.

I. BACKGROUND

- A. Employee healthcare and pharmacy benefits are currently administered by Boon-Chapman as the City's Third Party Administrator (TPA). The TPA also assists the City in its benefits for stop loss coverages. Specific Stop Loss is currently handled through Liberty Mutual and Aggregate Stop Loss is carried through Aetna.
- B. The City and the Board of Trustees for the Galveston Wharves entered into an Interlocal Agreement effective January 1, 2016, wherein employees of the Port of Galveston and their dependents may participate in the City's current plan for medical and pharmacy benefits and stop loss coverage.
- C. The City and the Board of Trustees for the Park Board entered into an Interlocal Agreement effective January 1, 2017, wherein employees of the Park Board and their dependents may participate in the City's current plan for medical and pharmacy benefits and stop loss coverage.
- D. Stop Loss Coverage is renewed each fiscal year, and the TPA obtains competitive quotes from various carriers for the Health Benefits Plan Board (the "Health Board") to consider.
- E. Aetna is the PPO Network utilized for medical coverage. As such, Aetna is the Plan's Aggregate Stop Loss carrier. Boon-Chapman does seek competitive quotes each year for both specific and aggregate stop loss coverage so the Board can compare market rates. Aetna will remain the carrier for Aggregate Stop Loss Coverage for FY2019.
- F. Boon-Chapman provided information to the Health Board from responsive vendors for specific stop loss coverage on August 31, 2018, and additional updates from two vendors on September 20, 2018. Boon-Chapman gave a detailed explanation of the financial impact for each carrier including the varying deductible amounts.
- G. Following the presentation of September 20, 2018, the Board unanimously selected Liberty Mutual as its recommendation for Specific Stop Loss Coverage for FY2019. Five of the Board Trustees were present.
- H. The selection of Liberty Mutual will result in a decrease in annual costs; however, the deductible will be increased from \$175,000.00 to \$200,000.00. The lower deductible has been realized for several years although healthcare costs have continued to rise in the market.

II. CURRENT SITUATION

- A. The original agreement with Liberty Mutual for Specific Stop Loss Coverage expired on September 30, 2018.
- B. The Health Board has recommended and approved a renewal with Liberty Mutual for Specific Stop Loss Coverage including an increase in deductible from \$175,000.00 to \$200,000.00 and a savings in annual cost of approximately \$132,600.00 effective October 1, 2018.
- C. The City must continue contractual services from a carrier for the administration of Stop Loss Coverages for eligible employees and their dependents of the City, the Port of Galveston, and the Park Board that are enrolled in the City's Health Plan.
- D. On September 13, 2018, the Galveston City Council approved the FY2019 Budget including funding for costs associated with specific stop loss coverage.

III. ISSUES

Ratifying the approval from the Chapter 172 Health Benefits Plan Board of Trustees for renewal of Liberty Mutual as the carrier for Specific Stop Loss Coverage effective October 1, 2018 through September 30, 2019.

IV. ALTERNATIVES IN ORDER OF PRIORITY

- A. Alternative #1: Approve the recommendation.
- B. Alternative #2: Take no action.

V. RECOMMENDATION

Concur with Alternative A. Ratifying the approval from the Chapter 172 Health Benefits Plan Board of Trustees for renewal of Liberty Mutual as the carrier for Specific Stop Loss Coverage effective October 1, 2018 through September 30, 2019.

VI. FISCAL NOTE

Current Specific Stop Loss: Estimated Annual Cost \$1,101,705.76

Renewal Specific Stop Loss: Estimated Annual Cost \$ 960,000.00

The above costs are adjusted by the number of members actually enrolled in the Plan on a monthly basis.

The annual decreased cost for Specific Stop Loss Coverage is estimated to be \$141,705.76. Funding to cover the annual cost is set forth in the budget for FY2019 (See attached Pages IF-40 & IF-41 from FY19 Proposed Budget).

Funding Source: Internal Service Fund for Stop Loss Premiums
50303-811566-534055-465300

**FY2019 PROPOSED BUDGET
HEALTH AND LIFE INSURANCE FUND SUMMARY**

OVERVIEW

The Health and Life Insurance Fund accounts for the City's self-insurance for health benefits for City, Park Board, and Wharves employees, their dependents and retirees.

	FY2017 ACTUAL	FY2018 BUDGET	FY2018 ESTIMATED	FY2019 PROPOSED
Beginning Fund Balance	\$3,900,754	\$2,966,607	\$2,966,607	\$2,436,006
Revenues:				
Medical Insurance Contributions	7,306,178	7,886,000	8,248,100	8,401,000
Stop Loss Reimbursements	1,989,860	750,000	700,000	500,000
Life Insurance	118,743	119,000	126,800	129,000
Interest	19,728	35,000	25,300	30,000
Operating Transfer In	209,000	0	0	0
Total revenues	\$9,643,509	\$8,790,000	\$9,100,200	\$9,060,000
Expenses:				
Claims and Expenses	\$8,235,208	\$6,387,700	\$6,784,001	\$6,157,000
Plan Administration	\$2,342,448	\$2,401,300	\$2,846,800	\$2,903,000
Total expenses	\$10,577,656	\$8,789,000	\$9,630,801	\$9,060,000
Net income (loss)	(\$934,147)	\$1,000	(\$530,601)	\$0
Ending Fund Balance	\$2,966,607	\$2,967,607	\$2,436,006	\$2,436,006

HIGHLIGHTS (FY2019 Proposed Over/Under FY2018 Estimated)

Contributions - Net increase of \$153,000 due to an employee (City and Wharves) contribution increase from \$40/month to \$50/month for individual plans and from \$290/month to \$330/month on family plans. Park Board employee contributions increased from \$50/monthly to \$60/monthly for individuals, \$100/monthly to \$110/monthly for employee + child, \$150/monthly to \$160/monthly for employee + spouse, and \$290/monthly to \$300/monthly for employee + family. City contribution remains at the current rate of \$560/monthly per employee.

Claims - Decrease due to plan changes increasing PPO deductibles (\$217,250), PPO out of pocket max (\$55,830), ER deductibles (\$7,320), office visit copay (\$30,053) and prescription copays (\$75,024).

Plan Administration - Net increase of \$56,000 due to increase in Stop-Loss premiums after unusually high year for catastrophic claims, and slight increase in administrative and clinic expenses.

FY2019 PROPOSED BUDGET
HEALTH AND LIFE INSURANCE FUND SUMMARY

Category	FY 2017 Actual	FY 2018 Budget	FY 2018 Estimated	FY 2019 Proposed
Contributions				
Employer Contributions - City	4,772,239	5,192,000	5,324,000	5,433,000
Employee Contributions - City	1,212,784	1,233,000	1,398,000	1,450,000
Park Board Employer Contributions	370,285	404,000	522,800	535,000
Park Board Employee Contributions	93,205	94,000	126,800	92,000
Wharves Employer Contributions	513,046	565,000	527,000	531,000
Wharves Employee Contributions	142,200	1,420,000	146,000	156,600
Retiree & Cobra - Wharves	0	0	0	0
Retiree & Cobra - City	202,419	256,000	203,500	203,400
Interest on Investments	19,728	35,000	25,300	30,000
Operating Transfer In - City	209,000	0	0	0
Life Insurance	118,743	119,000	126,800	129,000
Refunds & Stop Loss Reimbursements	1,989,860	750,000	700,000	500,000
Total Contributions	7,653,649	9,318,000	9,100,200	9,060,000
City of Galveston Medical Claims	5,526,266	4,336,700	4,338,220	3,861,000
City Medical Claims Subtotal	5,526,266	4,336,700	4,338,220	3,861,000
Port of Galveston Medical Claims	305,601	176,000	667,930	569,000
Park Board of Trustees Medical Claims	270,037	132,000	217,851	186,000
TOTAL MEDICAL CLAIMS	6,101,904	4,644,700	5,224,001	4,616,000
Prescriptions				
Prescriptions - City	1,614,920	1,410,000	1,131,000	1,120,000
Prescriptions - Port	326,754	281,000	278,000	272,000
Prescriptions - Park Board	191,630	52,000	151,000	149,000
TOTAL PRESCRIPTIONS	2,133,304	1,743,000	1,560,000	1,541,000
TOTAL CLAIMS	8,235,208	6,387,700	6,784,001	6,157,000
Plan Administration				
Administration - Plan Administrator	463,031	472,000	512,000	522,000
Stop Loss Premium	720,880	834,000	1,110,000	1,132,000
Investment fees	0	1,000	1,000	1,000
Transitional Reinsurance Fee	51,565	62,000	62,000	63,000
Health Clinics Operating Expense	988,837	916,000	1,035,000	1,056,000
Life Insurance	118,135	116,300	126,800	129,000
Plan Administration Subtotal	2,342,448	2,401,300	2,846,800	2,903,000
Expenses Total	10,577,656	8,789,000	9,630,801	9,060,000
Contributions Over/(Under) Expense	(2,924,007)	529,000	(530,601)	0
Beginning Fund Balance	6,270,776	3,346,769	3,346,769	2,816,168
Ending Fund Balance	3,346,769	3,875,769	2,816,168	2,816,168



City of Galveston - Effective 10/01/2018 - FIRM Proposal

Stop Loss Terms		Current	Option 1 - Renewal	Option 2	Option 3
Stop Loss MGU - If no MGU it's a direct writer					
Stop Loss Carrier		Spec - LIU Aqg - Aetna Boon-Chapman	Liberty Insurance Boon-Chapman Aetna	Liberty Insurance Boon-Chapman Aetna	Liberty Insurance Boon-Chapman Aetna
Months in Contract		Aetna 12	Aetna 12	Aetna 12	Aetna 12
Specific					
Deductible		\$175,000	\$175,000	\$200,000	\$225,000
Aggregating Specific Deductible		\$0	\$0	\$0	\$0
Maximum Coverage Limit		Unlimited	Unlimited	Unlimited	Unlimited
Contract		24/12	24/12	24/12	24/12
Coverages		Med, Rx	Med, Rx	Med, Rx	Med, Rx
Data Need Thru			FIRM	FIRM	FIRM
Stop Loss Premium (Fixed)					
Specific	Single	553	\$57.78	\$60.25	\$47.19
	Family	391	\$154.70	\$156.53	\$139.80
	Composite	944	\$97.92	\$100.13	\$85.55
Annual Specific Premium			\$1,109,280.48	\$1,134,257.76	\$969,094.44
% Increase			2.25%	-12.64%	-22.84%

Additional Options Included, if any.

- \$300K laser	Plan Mirroring Included -\$300K laser	Plan Mirroring Included -\$300K laser	Plan Mirroring Included -\$300K laser
-------------------	---	---	---

Qualifications

- 1) SA Benefit Services, LLC files stop loss claims monthly, liaison between group/advisor and stop loss carrier, monitors monthly reports, and provides monthly reporting to carrier. All services are included in the quoted rates.
- 2) Quote assumes Active, COBRA, and Retirees are covered.
- 3) Rates and Factors are firm. Decision must be made by 9/26/2018 to remain firm.
- 4) Please review carrier contingencies included with the proposal for contingencies details.
- 5) SA Benefit Services, LLC may receive additional compensation from the carriers.
- 6) 1% Commissions are included in the rates.

NOTE: At its Regular Meeting of September 20, 2018, the Trustees of the Health Benefits Plan Board unanimously approved the renewal of Liberty Mutual for Specific Stop Loss Coverage for Fiscal Year 2019 (10/1/18 - 9/30/19). The Board approved Option 2 for the FY19 renewal which increases the deductible from \$175,000.00 to \$200,000.00, but provides a decrease in annual premiums.

*Questions Contact:
SA Benefit Services, LLC
Stephanie Chtata, MHA, MBA
President
Direct Phone: (210) 996-2191
5616 Lonestar Pkwy, Suite 102
San Antonio, TX 78253*



City of Galveston - Effective 10/01/2018 - FIRM Proposal

Stop Loss Terms		Current	Option 4	Option 5	Option 6
Stop Loss MGU - If no MGU it's a direct writer					
Stop Loss Carrier		Spec - LIU Aqg - Aetna Boon-Chapman	Liberty Insurance Boon-Chapman Aetna	Liberty Insurance Boon-Chapman Aetna	Liberty Insurance Boon-Chapman Aetna
Months in Contract		12	12	12	12
Specific					
Deductible		\$175,000	\$175,000	\$200,000	\$225,000
Aggregating Specific Deductible		\$0	\$0	\$0	\$0
Maximum Coverage Limit		Unlimited	Unlimited	Unlimited	Unlimited
Contract		24/12	24/12	24/12	24/12
Coverages		Med, Rx	Med, Rx	Med, Rx	Med, Rx
Data Need Thru			FIRM	FIRM	FIRM
Stop Loss Premium (Fixed)					
Specific	Single	553	\$57.78	\$69.25	\$47.74
	Family	391	\$154.70	\$179.92	\$142.17
	Composite	944	\$97.92	\$115.09	\$86.85
Annual Specific Premium			\$1,109,280.48	\$1,303,744.55	\$1,113,901.66
% Increase			17.53%	0.42%	-11.31%
Additional Options Included, if any.			Plan Mirroring, No New Lasres at Renewal, Rate Cap and Experience Refund Offer Included \$300K laser	Plan Mirroring, No New Lasres at Renewal, Rate Cap and Experience Refund Offer Included \$300K laser	Plan Mirroring, No New Lasres at Renewal, Rate Cap and Experience Refund Offer Included \$300K laser

Qualifications

- 1) SA Benefit Services, LLC files stop loss claims monthly, liason between group/advisor and stop loss carrier, monitors monthly reports, and provides monthly reporting to carrier. All services are included in the quoted rates.
- 2) Quote assumes Active, COBRA, and Retirees are covered.
- 3) Rates and Factors are firm. Decision must be made by 9/26/2018 to remain firm.
- 4) Please review carrier contingencies included with the proposal for contingencies details.
- 5) SA Benefit Services, LLC may receive additional compensation from the carriers.
- 6) 1% Commissions are included in the rates.

*Questions Contact:
SA Benefit Services, LLC
Stephanie Chtata, MHA, MBA
President
Direct Phone: (210) 996-2191
5616 Lonestar Pkwy, Suite 102
San Antonio, TX 78253*



Liberty Insurance Underwriters, Inc.

Stop Loss Proposal

Presented By: TRU Services, a Liberty Mutual Company

Group Galveston, City of

Proposal No

2

PROPOSAL QUALIFICATIONS AND CONTINGENCIES

- This proposal is subject to standard policy provisions, limitations, and exclusions, as well as the terms and contingencies outlined in this proposal.
- The actively-at-work for employee and non-confinement for dependent provision has been Waived.
- This proposal includes the Advanced Specific Funding feature.
- The PPO network is considered to be Aetna. If this is not the case, an adjustment to the quoted rates and factors may be necessary.
- Final enrollment census as of 10/1/2018 must be submitted. If the final enrollment or dependent content varies by more than 10% from the proposed enrollment, or a division is added/terminated, we reserve the right to re-underwrite and may require additional information for underwriting purposes.
- Any additional groups that are added regardless of group size, must be reviewed and approved before they can be accepted under the Stop Loss. Either a Disclosure Statement on the group or Proof of Good Health Questionnaire on each individual must be completed and submitted for review prior to the effective date of coverage of the addition.
- This proposal assumes duplication of the current level of benefits, maintaining the current percentage of employees covered under each Plan if applicable, and that the underlying Plan includes pre-certification/pre-authorization requirement. If you have amended or restated your Plan Document, we require formal executed amendments for any plan changes enacted, including such changes as a result of Health Care Reform. Please outline the changes anticipated so that we can determine if there is any pricing impact.
- This proposal offers a Plan mirroring endorsement contingent upon our review and approval of Plan provisions. We reserve the right to not offer the Plan mirroring endorsement based on our review of the Plan. In order for Plan mirroring to be approved, we require a copy of the current Plan within 30 days of the effective date. We reserve the right to withdraw the Plan mirroring endorsement from the Stop Loss Policy for any amendments or edits to the Plan that affects our risk, for claims paid at the discretion of the Plan or which are paid using any document that was not provided to us for review, underwriting, and approval in advance of a claim being paid. The inclusion of the Plan mirroring endorsement does not constitute a guarantee that Plan benefits paid will be reimbursable under the Stop Loss Policy.
- The Plan Document of Record is considered to be: The City of Galveston Medical Plan Document Effective March 1, 2007 to include Amendments 1 - 11 (approved by TRU effective 10/1/2014), Amendment 12 effective 10/1/2015 (approved by TRU effective 10/1/15), Amendment 13 effective 1/1/16 (approved by TRU effective 1/1/16), Amendment 14 eff. 1/1/2014 (approved by TRU eff. 2/1/17) and Amendment 15 eff. 1/1/2017 (approved by TRU eff. 1/1/2017) to be used in conjunction with Employee Handbook effective 10/1/2011 (received by TRU Services, LLC via e-mail on 5/23/2016 and approved effective 10/1/2014), Employees' Retirement Plan for City Employees effective 1/1/2009 (received by TRU Services, LLC via e-mail on 5/23/16 and approved effective 10/1/2014), Collective Bargaining Agreement between City of Galveston, Texas and Galveston Municipal Police Association effective 10/1/2016 through 9/30/2019 (received by TRU Services, LLC via e-mail on 10/28/16 and approved effective 11/1/2016) and Collective Bargaining Agreement between City of Galveston, Texas and Galveston and International Association of Fire Fighters Local 571 effective 10/1/2016 through 9/30/2019 (received by TRU Services, LLC via e-mail on 10/28/16 and approved effective 10/1/2016). If this is not the case, please submit all updated Plan Document(s), Amendments and/or updated Leave Policies for review and approval.



Liberty Insurance Underwriters, Inc.

Stop Loss Proposal

Presented By: TRU Services, a Liberty Mutual Company

Group **Galveston, City of**

Proposal No **2**

- If your policy is administered by an ASO, the Policyholder fully understands and acknowledges that the Policyholder will be responsible for obtaining and submitting information and documentation we deem necessary for determination of risk under the Stop Loss Policy, issuance of the Stop Loss Policy, and adjudication of claim reimbursement under the Stop Loss Policy. It is expressly understood that TRU Services, regardless of any understanding or Agreement with the Administrator concerning release of information, makes no assurances that necessary information will be made available. Additionally, the Policyholder's responsibilities are independent of any other agreement between TRU Services and the Administrator. We shall have no duty to provide coverage or reimburse claims due to the Policyholder's failure to provide information necessary to determine risk, issue the Stop Loss Policy or adjudicate claim reimbursements under the Stop Loss Policy.
- This firm offer expires on 9/26/2018.

DRAFT
MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
WORKSHOP - SEPTEMBER 13, 2018

9/13/2018 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER

With a quorum present, the workshop was called to order at 9:02 a.m.

2. ROLL CALL

Present: Mayor James Yarbrough, Mayor Pro Tem Craig Brown, Council Member David Collins, Council Member Jason Hardcastle, Council Member John Listowski, and Council Member Jackie Cole. Council Member Amy Bly arrived at 9:05 a.m.

3. DISCUSSION ITEMS

- 3.A. Clarification Of Consent And Regular City Council Agenda Items - This Is An Opportunity For City Council To Ask Questions Of Staff On Consent And Regular Agenda Items.

Items 8A, 8C, 10A, 10C, 11C, 11E, 11M, 11N, 11O were clarified by staff.

- 3.B. Interview Applicants For Planning Commission (Yarbrough - 15 Minutes)

- 3.C. Discussion Of The Tourist Mobility & Parking Plan (Beverlin/Smith - 1 Hour)

1. Overview of Seawall Parking Revenues, Operations & Costs - Scott Freudenburg, Parking Ambassador for the Park Board, presented an overview of Seawall Parking, including: profit and loss history of the program from 2015-2018, beach user fees, Seawall revenue trends, expenses 2018/2019, expenses 2015/2016, personnel breakdown, administration fees, kiosk pilot program with placements at 61st Street and 91st Street, and beach parking challenges. He reported that personnel costs have increased with the additional amenities coming online.

2. Appointment of Ad Hoc Seawall Parking Committee; Committee Schedule & Guidelines - Mayor Yarbrough reported that, operating under the premise that the City wants Seawall Parking to continue, the Council will appoint an ad hoc committee on October 25th. The committee will be charged with focusing on the Seawall Parking program, including hourly costs for parking, cost per annual pass, paid parking hours for Seawall Parking, minimum parking hours per transaction, and language for new referendum. A draft timeline for a Seawall Parking referendum was provided.

3. Schedule for City Council Approval of Final Tourist Mobility Plan Recommendations - Rick Beverlin reported that additional information will be coming to City Council on October 25th. The final plan will be on the October 25th regular agenda for the Council's consideration.

4. Update on Fixed Rail Trolley and repair of 4th Fixed Rail Trolley - David Smith reported that the 4th trolley was out of service at the time that Hurricane Ike hit, so FEMA will not reimburse the City to restore it. The cost of rehabilitation is over \$1.2 million. In 2014, Council made the decision of restoring all of the rail trolleys rather than returning \$8 million in funds to the FTA for funding the restoration. It is unknown at this time whether the FTA would require the City to pay back the funds for the 4th trolley if it is not restored. The Council would like an answer from the FTA before making a decision on restoring the 4th trolley.

- 3.D. Discussion Of The Economic Development Plan (Beverlin/McLeod - 30 Minutes)

Garrett McLeod provided an overview of the Economic Development Plan. The Economic Development goal is to diversify and expand the economy, create and retain quality jobs, promote the fiscal health of the city and enhance the quality of life in Galveston.

Recommendations for consideration: (1) prioritize economic development as a specific initiative of the city, (2) implement the Broadway Corridor Economic Development Program, (3) designate the North Broadway District for infill development, (4) complete existing projects in the pipeline, (5) develop an ED play book for tracking development initiatives, and (6)

empower the Galveston Island Redevelopment Authority to become the redevelopment entity for the City of Galveston. The Economic Development Tool Box for Galveston involves local, regional, state, and federal programs. In assessing tools available for Economic Development include financial and non-financial tools. Three target sectors identified by GEDP are (1) maritime, (2) tourism, and (3) education and healthcare. Phase II of the effort associated with the Plan will be an implementation strategy, which is scheduled to be completed by GEDP in October 2018.

3.E. Pelican Island Bridge (Yarbrough - 15 Minutes)

Mayor Yarbrough provided an update on Pelican Island Bridge. The City received an Advanced Funding Agreement from TxDOT a couple of weeks ago. TxDOT is looking for an entity to be the local sponsor, to contract with them, and to be the responsible party. The proposed bridge is approximately a \$92 million dollar project with \$45 million dollars in TxDOT money. TxDOT has held the \$45 million over the past few years, but it can't continue to hold the money without a local sponsor for the AFA. TxDOT would assume responsibility of the bridge if it was considered an on-system bridge, but currently the bridge is considered off-system. In the last couple of months, there has been discussion about the City being the local sponsor since the Navigation District decided they didn't want to be in the bridge business. The City could step in and form partnerships with the County, A&M, and H-GAC to come up with the local share. The City is not in a position to sign the AFA. The City needs to have the money in place prior to signing the agreement, and a vote of the people would be required in order to issue \$50 million in debt. TxDOT recently entered into a contract to do some underwater repairs to the current bridge that will extend its life for a while. A new bridge is still needed, but the City is not in a position to move forward with the \$45 million from the State. Once local partnerships are in place and the City or some other entity becomes the local sponsor, perhaps we could go back to the State with the next round of funding. Sally Bakko provided information on an item on the Legislative Agenda regarding legislation for Pelican Island Bridge.

3.F. Discussion Of An Ordinance Of The City Of Galveston, Texas, Amending Chapter 34 "Traffic" Article III- "Vehicle Operation" Of The "The Code Of The City Of Galveston, 1982, As Amended" By Adding Section 34-77 To Provide Regulations For The Safe Passage By Motorists Of "Vulnerable Road Users", Providing For A Definition Of The Term "Vulnerable Road Users", Requiring Safe Passage Of Vulnerable Road Users By Defining A Minimum Distance Motorists Must Maintain While Passing Or Following Vulnerable Road Users; Prohibiting The Throwing Of Any Object At A Vulnerable Road User Or The User's Equipment; Providing For Penalties; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date. (Legal - 20 Minutes)

Assistant City Attorney Trevor Fanning provided information on the proposed ordinance. This ordinance would provide requirements for the safe passage by motorists of vulnerable road users. Chief Hale provided some statistics on accidents involving motor vehicles and bicycles. In the vast majority of accidents involving bicycles, the bicyclist was at fault. He has some concerns regarding the enforcement of the proposed ordinance. Discussion was held regarding the ability to enforce the minimum distance requirement that motorists must maintain while passing or following vulnerable road users. This item is on today's regular meeting agenda for the Council's consideration. Chief Hale suggested issuing some public service announcements related to bicycle safety on the island.

4. ADJOURNMENT

The workshop was adjourned at 12:37 p.m.

Janelle Williams, City Secretary

Date Approved:

DRAFT
MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
REGULAR MEETING - SEPTEMBER 13, 2018

9/13/2018 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER

With a quorum present, the meeting was called to order at 1:15 p.m.

2. ROLL CALL

Present: Mayor James Yarbrough, Mayor Pro Tem Craig Brown, Council Member Amy Bly, Council Member David Collins, Council Member Jason Hardcastle, Council Member John Listowski, and Council Member Jackie Cole.

3. INVOCATION

The invocation was given by Reverend Stephen Payne of Holy Family Parish.

4. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the American Flag and Texas Flag were led by Mayor Yarbrough.

5. CONFLICTS OF INTEREST

None.

6. PRESENTATIONS/REPORTS OF COUNCIL, OFFICER BOARDS, AND CITY MANAGER

6.A. Pursuant To Texas Government Code Section 551.0415, The City Council May Report On Any Of The Following Items:

1. Expressions of thanks, gratitude, and condolences - **Mayor Yarbrough provided comments to commemorate the tenth anniversary of Hurricane Ike.**

2. Information regarding holiday schedules

3. Recognition of individuals:

a. **Catholic Daughters of America Sunday Proclamation - presented by CM Bly.**

b. **Diaper Need Awareness Week Proclamation - presented by CM Brown.**

c. **Constitution Week Proclamation - presented by CM Collins.**

4. Reminders regarding City Council events

5. Reminders regarding community events

6. Health and safety announcement

6.B. Update On The STURGIS Project - Hans Honerlah, U.S. Army Corps Of Engineers

Hans Honerlah provided an update on the STURGIS Project. He thanked City Council and City Staff for being critical members of the team in getting this project completed.

7. COMMUNICATIONS AND PETITIONS

Claims: 18-081 - Kristal McGuire; 18-082 - At&T/Southwestern Bell Telephone; 18-083 - April Mathis; 18-084 - Marion Stowers; 18-085 - Brad Huffman; 18-086 - Dale Hoover; 18-087 - Dung Ngo; 18-088 - Steven Lloreda.

8. PUBLIC HEARINGS

8.A. Conduct A Public Hearing On The FY 2019 Proposed Budget As Required By State Law.

Assistant City Manager Mike Loftin provided staff comments. The public hearing was opened; with no speakers the public hearing was closed.

- 8.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Changing The Zoning From Residential, Single Family (R-1) To Commercial (C) Zoning District On Property Commonly Known As 13333 FM 3005. The Property Is Legally Described As ABST 121, Page 54, Northwest Part Of Lot 470 (470-2), Trimble & Lindsey Sec 2, In The City And County Of Galveston, Texas; Planning Case Number 18P-043; Making Various Findings And Provisions Related To The Subject. (D. Lunsford)

Ordinance No. 18-061 was read by caption. Daniel Lunsford provided staff comments. The public hearing was opened; with no speakers the public hearing was closed. Motion was made by CM Cole, second by CM Listowski, to approve the ordinance. Unanimously approved.

- 8.C. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The 2015 Galveston Land Development Regulations (LDRs), As Amended, To Regulate Excavation And Boat Sales Or Rental Uses, Prohibiting Borrow Pits Within The City And Clarifying Sales Or Rentals Of Kayaks Is Not Included In The Prohibition Of Boat Sales Or Rental; Making Various Findings And Provisions Related To The Subject; Planning Case Number 17ZA-004. (A. Montalvan)

The Ordinance was read by caption. The public hearing was opened. Reuben Trevino, representing the Park Board, spoke in favor of the amendments. The public hearing was closed. Motion was made by CM Brown, second by CM Cole, to defer the ordinance to the October 25th City Council meeting. Unanimously approved.

- 8.D. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The 2015 Galveston Land Development Regulations, Article 2: Table 2.201: Permitted Uses: Commercial Uses; To Reclassify The Small Scaled Food Production Land Use As Permitted (P) In Commercial (C) Zoning; Planning Case Number 18ZA-005; Making Various Findings And Provisions Related To The Subject. (D. Lunsford)

Ordinance No. 18-062 was read by caption. Daniel Lunsford provided staff comments. The public hearing was opened. Brax Easterwood and Mark Dell'Osso spoke in favor of the amendment. The public hearing was closed. Motion was made by CM Cole, second by CM Hardcastle, to approve the amendment. Unanimously approved.

9. PUBLIC COMMENT

Agenda Items - Chris Trevelise, Ron Hill, Jo Williams, Charlie Thomas, Terry Conrad - Item 10E; Clint Stevens and Geoff Gainer - Item 11C; William Glenn and Gary Siller, Shelley Britton - 11O; and Reuben Trevino - Item 8C.

10. ORDINANCES (NOT REQUIRING PUBLIC HEARINGS)

- 10.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Adopting The Annual Governmental And Proprietary Funds Budget For The Fiscal Year Beginning October 1, 2018 And Ending September 30, 2019; Making Appropriations For City Operations And Capital Projects For Such Fiscal Year As Reflected In Such Budget; Authorizing Various Other Transfers; Approving And Adopting The FY 2019 Capital Budget; Approving And Adopting The Budget Of The Industrial Development Corporation, Making Various Findings And Provisions Related To The Subject And Providing For An Effective Date. (M. Loftin)

Ordinance No. 18-063 was read by caption. Motion was made by CM Collins, second by CM Hardcastle, to approve the ordinance. The motion passed 6-0 with a record vote; MPT Brown was not present for the vote.

- 10.A.1. Consider A Motion Ratifying The The Property Tax Increase Reflected In The FY 2019 Budget.

Motion was made by Mayor Yarbrough, second by CM Bly, ratifying the property tax increase reflected in the FY2019 Budget. Unanimously approved with a record vote.

- 10.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Levying Ad Valorem Taxes In The Amount Of 56 Cents And 1 Mills (\$0.561000) Upon Each One Hundred Dollars (\$100.00) Of Property Valuation For The Calendar Year 2018; Making Various Findings And Provisions Related To

The Subject. (M. Loftin)

Ordinance No. 18-064 was read by caption. Motion was made by Mayor Yarbrough, second by CM Hardcastle, to approve the ordinance. Unanimously approved with a record vote.

- 10.C. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Approving And Adopting The Five-Year Capital Improvement Plan For FY 2019-2023; And Making Certain Findings And Containing Certain Provisions Related To The Subject. (M. Loftin)

Ordinance No. 18-065 was read by caption. Motion was made by MPT Brown, second by CM Collins, to approve the ordinance. Unanimously approved.

- 10.D. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending Chapter 34 "Traffic" Of The "The Code Of The City Of Galveston, 1982, As Amended" By Adding Article X "Unattended Bicycle Lease Or Rentals" Section 34-209 To Provide For The Prohibition Of The Rental Of Bicycles, Electric Bicycles, Electric Motor-Assisted Scooter, Mopeds, Or A Motor Driven Cycle Through The Use Of An Unattended Docking System Or The Use Of A Dockless System Without A Permit From The City Of Galveston, Providing For Penalties; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date. (A. Montalvan)

Ordinance No. 18-066 was read by caption. Motion was made by CM Collins, second by CM Hardcastle, to approve the ordinance. Unanimously approved.

- 10.E. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending Chapter 34 "Traffic" Article III- "Vehicle Operation" Of The "The Code Of The City Of Galveston, 1982, As Amended" By Adding Section 34-77 To Provide Regulations For The Safe Passage By Motorists Of "Vulnerable Road Users", Providing For A Definition Of The Term "Vulnerable Road Users", Requiring Safe Passage Of Vulnerable Road Users By Defining A Minimum Distance Motorists Must Maintain While Passing Or Following Vulnerable Road Users; Prohibiting The Throwing Of Any Object At A Vulnerable Road User Or The User's Equipment; Providing For Penalties; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date. (Legal)

The Ordinance was read by caption. Motion was made by MPT Brown, second by CM Bly, to defer the ordinance until the October 25th City Council meeting. The motion passed 6-1; CM Cole voted against the motion.

- 10.F. Consider For Approval An Ordinance Relating To The Issuance Of City Of Galveston, Texas, Tax And Revenue Emergency Anticipation Note And The Purchase Agreement Pertaining To The Issuance And Delivery Of Such Note; And Making Other Findings And Provisions Relating To Such Note And Matters Incident Thereto. (M. Loftin)

Ordinance No. 18-067 was read by caption. Motion was made by Mayor Yarbrough, second by CM Collins, to approve the ordinance. Unanimously approved.

11. CONSENT ITEMS

The following items shall be considered for action as a whole, unless one or more Council Members objects. The City Manager is authorized to execute all necessary documents upon final approval by the City Attorney.

Consent Items 11C and 11O were pulled from the vote on Consent Items. Motion was made by CM Collins, second by MPT Brown, to approve Items 11A, 11B, 11D through 11N, and 11P through 11WW. Unanimously approved.

- 11.A. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Authorizing The City To Accept A \$52,826.58 STEP Comprehensive Grant From The Texas Department Of Transportation For Traffic And DWI Enforcement During Fiscal Year 2019; Directing The City Manager To Execute All Necessary Documents Relating To The Grant. (Chief Hale)

Resolution No. 18-037

- 11.B. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Distributing And Awarding Fiscal Year 2019 Hotel Occupancy Tax Revenues To Eligible Arts And Historic

Preservation Organizations Under Single-Year Contracts; Approving The Annual Budgets Of Such Recipients; Authorizing The City Manager To Execute Contracts With Such Recipients; Directing The City Secretary To Send A Certified Copy Of The Resolution To The Park Board Of Trustees; Providing For Findings Of Fact And Providing For An Effective Date. (Legal)

Resolution No. 18-038

- 11.C. Consider For Approval A Resolution Of The City Of Galveston, Texas, Adopting The City Of Galveston's 2019 State Legislative Agenda For The 86th Legislature; Providing For Findings Of Fact And Providing For An Effective Date. (Legal)

Motion was made by CM Listowski, second by CM Cole, to approve the Legislative Agenda except deferring the item related to makeup of the Pension Board until the October 25th meeting. After discussion, the motion and second were amended to defer action on the entire legislative agenda until the October 25th meeting. Unanimously approved.

- 11.D. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Directing The City Manager Or His Designee To Develop Rules For The Issuance Of Permits For Unattended Bicycle Rentals, To Seek The Input Of Interested Members Of The Public Regarding Such Rules, And Return To City Council In February 2019 With A Status Report Regarding Such Rules; Providing For Findings Of Fact And Providing For An Effective Date. (Legal)

Resolution No. 18-039

- 11.E. Consider For Approval The Renewal Of A Contract Between The City Of Galveston And Margaret Hindman For Alternative Municipal Judge. (Legal)

- 11.F. Consider For Approval The Sole Source Purchase From National Meter & Automation Formerly Known As Badger Meter For Various Water Meters, Registers, Orion Transmitter Combinations And Service Agreements That Currently Work With The Meter System Installed Throughout The City In An Amount Not To Exceed \$150,000.00. (M. Loftin)

- 11.G. Consider For Action Adopting The 2018 Proposed Investment Policy. (M. Loftin)

- 11.H. Consider For Approval Authorizing Updates To Incumbencies Certificates And Providing Standard Wire Instructions For Wilmington Trust Bayside At Waterman's PID Accounts. (M. Loftin)

- 11.I. Consider For Approval Additional Funding For Temporary Staffing From Robert Half International/Accountemps In The Support Services Division Of The Finance Department. (K. Etienne)

- 11.J. Consider For Approval The Award Of A Three (3) Year Contract To Zompa Guderian Enterprises LLC Dba West Isle Urgent Care For RFP # 18-26 To Provide Drug And Alcohol Testing Services. (K. Etienne)

- 11.K. Consider For Approval A Motion Authorizing An Agreement With Rudd And Wisdom, Inc. For Actuarial Services At A Cost Not To Exceed \$50,000 (K. Etienne).

- 11.L. Consider For Approval An Amendment To A Council Approved Rental Lease Agreement With Sullivan Newport LTD For A Commercial Property Located At 5701 Harborside, Amending The Lease Extension Terms From (2) 6 Months To A (1) Year Option. (C.Kenworthy)

- 11.M. Consider For Approval A Request To Authorize Funding Currently Budgeted/Allocated To The Comprehensive Plan Update (Galveston 2039 Visioning Component). (T. Tietjens)

- 11.N. Consider For Approval, Authorizing The City Manager To Execute A Participation Agreement With Texas Department Of Transportation, Aviation Division (TxDOT) For Construction And Rehabilitation Of Runway 14/32, Taxiways A, B, C, D & E, And North Apron Phase 3 & 4 (TxDOT Project No. 1812GLVSN), And Authorizing An Expenditure In The Amount Of \$118,000.00 To TxDOT As Part Of

The 10% Match Upon Final Approval Of The City Attorney - (M. Shahan).

- 11.O. Consider For Approval The Execution Of The Surplus Property Release Hereby Releasing 26.3 Acres Of Airport Property, Identified As Tract C, From The Conditions, Reservations And Restrictions As Contained In The Instrument Of Transfer From The United States Of America To The City Of Galveston And Approve The Purchase Of The Property By The City Of Galveston, From The Scholes International Airport, For The Appraised Value Of \$1,362,000.00 And Upon Approval As To Form By The City Attorney (M. Shahan).
Motion was made by Mayor Yarbrough, second by CM Bly, to approve execution of the surplus property release. The motion passed 6-1; CM Cole voted against the motion.
- 11.P. Consider For Approval An Economic Development Grant Agreement Between The Industrial Development Corporation And The Galveston Park Board Of Trustees For Babe's Beach Beneficial Use Of Dredged Material (BUDM) Re-Nourishment Along The Gulf Of Mexico (G. McLeod)
- 11.Q. Consider For Approval An Economic Development Grant Agreement Between The Industrial Development Corporation And The City Of Galveston For The Planning And Design Of Downtown Streetscape From Harborside To Church Street, Between 19th And 25th Streets (G. McLeod)
- 11.R. Consider For Approval An Economic Development Grant Agreement Between The Industrial Development Corporation And The City Of Galveston For Improvements To Recreation Or Community Facilities At The McGuire-Dent Recreation Center (G. McLeod)
- 11.S. Consider For Approval An Economic Development Grant Agreement Between The Industrial Development Corporation And The City Of Galveston For Improvements And The Maintenance Of Those Improvements Along 27th Street From Avenue O To Seawall Blvd. (G. McLeod)
- 11.T. Consider Approving The Award Of The Transfer Station Operating Agreement With BFI For A Term Of Five (5) Years. There Is An Option To Extend One Time For Five (5) Additional Years. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney.
- 11.U. Consider For Approval The Addition Of Twelve (12) Pre-Qualified Consultants For Architectural And Other Professional Services, For The City Of Galveston Projects, For A Period Of Three Years. (D. Christodoss)
- 11.V. Consider For Approval The Addition Of Forty Five (45) Pre-Qualified Consultants To The Current List Of Pre-Qualified Consulting Engineers, For Engineering Design And Other Miscellaneous Services, For The City Of Galveston Projects, For A Period Of Three Years. (D. Christodoss)
- 11.W. Consider For Approval The Selection Of BRW Architects As The Most Qualified Design Firm For City Hall Architectural Services, And The LaBiche Group, Inc. As The Next Most Qualified Design Firm. (J. Anderson)
- 11.X. Consider For Approval Accepting All Public Infrastructure Improvements For Sand Dollar Beach Subdivision For The Initial Two-Year Maintenance Period. (R. Blackketter)
- 11.Y. Consider For Approval A Contract With Alamo Environmental Inc. Dba Alamo1, For The City Of Galveston Incinerator Demolition And Concrete Cap Construction Project (RFP #18-25) In The Amount Of \$4,313,876. (R. Blackketter)
- 11.Z. Consider For Approval A Contract With Ardent Construction LLC, For The 30th Street Water & Electric Light Station Rehabilitation Project (RFP #18-12A) In The Amount Of \$2,884,729 (Base Bid Only). (R. Blackketter)
- 11.AA. Consider For Approval Of The Low Responsive Bidder (BID #18-020) Preload, LLC, For The New 7.5 MG Ground Storage Tank At 59th Street Project In The Amount Of \$5,374,800. The Funding Source Will Be The CDBG Disaster Recovery Non-Housing Round 2.2 Program. (R. Blackketter)

- 11.BB. Consider For Approval A Contract With McDonald Municipal & Industrial (MMI), For The Downtown Gas Lamp Replacement Project (RFP #18-23) In The Amount Of \$417,450. (R. Blackketter)
- 11.CC. Consider For Approval The Annual Designation Of Cummins Southern Plains (Cummins Engine OEM) As A Sole Source Proprietary Provider For The Supplying Of OEM Parts And Repair Services For Heavy Duty Vehicles With Cummins Components. The Funding Sources Will Be The City And Transit Garages Parts And Outside Vehicle Repair Accounts. (D. Smith)
- 11.DD. Consider For Approval Allowing The Fleet Facility To Auction Listed Surplus Items And Any Future Items For The 2018-19 Fiscal Year Utilizing Gov Deals On Line Auctions With The Approval Of The City Manager. The Auction Proceeds Are Distributed Back To The Assigned Department's Minis 10% Which Supports The Administrating Of Auctions By The Fleet Facility. (D. Smith)
- 11.EE. Consider For Approval The Designation Of ASCO (Gradall OEM) As A Sole Source Proprietary Provider For The Supplying Of Some Required Dealer Parts And Services To The Municipal Fleet Facility For The Repairs Made To Heavy Class Equipment. The Funding Sources Will Be The Garages Parts And Outside Vehicle Repair Accounts. (D. Smith)
- 11.FF. Consider For Approval The Designation Of Brookside Eq. (LD John Deere OEM) As A Sole Source Proprietary Provider For The Supplying Of Some Required Dealer Parts And Services To The Municipal Fleet Facility For The Repairs Made To The John Deere Tractors, Mowers, Front End Loaders And Smaller Equipment. (D. Smith)
- 11.GG. Consider For Approval The Designation Of Chastang - Bayou City Ford (HD Ford Truck & Bus OEM) As A Sole Source Proprietary Provider For The Supplying Of Some Required Dealer Parts And Services To The Municipal Fleet Facility For The Repairs Made To The Larger Heavy Duty Fleet. The Funding Sources Will Be The Garages Parts And Outside Vehicle Repair Accounts. (D. Smith)
- 11.HH. Consider For Approval The Designation Of Classic Auto Plex (Ford-GM-Toyota OEM) As A Sole Source Proprietary Provider For The Supplying Of Some Required Dealer Parts And Services To The Municipal Fleet Facility For The Light Duty Repairs Made To The City Fleet. The Funding Sources Will Be The City And Transit Garages Parts And Outside Vehicle Repair Accounts. (D. Smith)
- 11.II. Consider For Approval The Designation Of Doggett (HD John Deere-Dynapac OEM) As A Sole Source Proprietary Provider For The Supplying Of Some Required Dealer Parts And Services To The Municipal Fleet Facility For The Repairs Made To HD John Deere And Dynapac Equipment. The Funding Sources Will Be The Garages Parts And Outside Vehicle Repair Accounts. (D. Smith)
- 11.JJ. Consider For Approval The Designation Of Gillig (Gillig OEM) As A Sole Source Proprietary Provider For The Supplying Of Some Required Dealer Parts And Services To The Island Transit Garage For The Repairs Made To The Transit Buses. The Funding Sources Will Be The Transit Garages Parts And Outside Vehicle Repair Accounts. (D. Smith)
- 11.KK. Consider For Approval The Designation Of Vanguard Truck Center (Volvo-Mack OEM) As A Single Source Proprietary Provider For The Supplying Of Some Required Dealer Parts And Services To The Municipal Fleet Facility For The Repairs Made To Volvo And Mack Truck Equipment. The Funding Sources Will Be The Garages Parts And Outside Vehicle Repair Accounts. (D. Smith)
- 11.LL. Consider For Approval The Designation Of Texas Department Of Corrections Darrington Unit (TCI Department) As A Provider For The Supplying Of The Tire Recapping Service. The Funding Sources Will Be The City And Transit Garage Parts And Other Contracts Accounts. (D. Smith)
- 11.MM. Consider For Approval The Designation Of Texas Bus Sales (El Dorado OEM) As A Sole Source Proprietary Provider For The Supplying Of Some Required Dealer Parts And Services To The Island Transit Garage For The Repairs Made To The Transit Buses. The Funding Sources Will Be The Transit Garages Parts And Outside Vehicle Repair Accounts. (D. Smith)

- 11.NN. Consider For Approval The Designation Of Rush Truck Center (Peterbilt-Hino OEM) As A Single Source Provider Proprietary For The Supplying Of Some Required Dealer Parts And Services To The Municipal Fleet Facility For The Repairs Made To Heavy Truck Class Equipment. The Funding Sources Will Be The Garages Parts And Outside Vehicle Repair Accounts. (D. Smith)
- 11.OO. Consider For Approval The Designation Of R.B. Everett (Bomag OEM) As A Sole Source Proprietary Provider For The Supplying Of Some Required Dealer Parts And Services To The Municipal Fleet Facility For The Repairs Made To Bomag And Dura Patcher Equipment. The Funding Sources Will Be The Garages Parts And Outside Vehicle Repair Accounts. (D. Smith)
- 11.PP. Consider For Approval The Designation Of GapVax (Gapvax OEM) As A Sole Source Proprietary Provider For The Supplying Of Parts And Services To The Municipal Fleet Facility For The Repairs Made To The Sewer Division Trucks. The Funding Sources Will Be The Garages Parts And Outside Vehicle Repair Accounts. (D. Smith)
- 11.QQ. Consider For Approval The Designation Of Metro Fire Apparatus (Spartan OEM) As A Sole Source Proprietary Provider For The Supplying Of Some Required Dealer Parts And Services To The Municipal Fleet Facility For The Heavy Duty Repairs Made To The Fire Departments Fleet. The Funding Sources Will Be The Garages Parts And Outside Vehicle Repair Accounts. (D. Smith)
- 11.RR. Consider For Approval The Designation Of Liberty Equipment Eq. (Fuel Force OEM) As A Sole Source Proprietary Provider For The Supplying Of Some Required Dealer Parts And Support Services To The Fuel Force Hardware And Software System Which Controls Fuel Site Dispensers, Tank Testing Computers And Monitoring Systems, And Interfaces With The Faster Asset System. (D. Smith)
- 11.SS. Consider For Approval The Designation Of Heil Of Texas (Heil Packers OEM) As A Sole Source Proprietary Provider For The Supplying Of Parts And Services To The Municipal Fleet Facility For The Repairs Made To The Refuse Division Trucks. The Funding Sources Will Be The Garages Parts And Outside Vehicle Repair Accounts. (D. Smith)
- 11.TT. Consider For Approval The Purchase Of Two (2) 16' Dump Trailers For The Drainage Division (Curb Cleaning) Which Will Be Funded By The Drainage Capital Account For A Total Price Of \$17,404.84 From Nationwide Trailers Through HGAC Buy. (D. Smith)
- 11.UU. Consider For Approval Minutes Of The June 27, 2018 Special Meeting, The August 9, 2018 Workshop And Regular Meeting, And The August 23, 2018 Workshop And Regular Meeting. (J. Williams)
- 11.VV. Receive And File A Letter From The Texas General Land Office Regarding An Extension To GLO Contract No. 15-081-000-8748; DRS220051. (Yarbrough)
- 11.WW. Receive And File The Galveston Central Appraisal District's Approved 2019-2020 Reappraisal Plan. (Yarbrough)

12. ACTION ITEMS

- 12.A. Discuss And Consider Appointments To The Following City Boards, Commissions, And Committees:
Motion was made by CM Listowski, second by CM Bly, to appoint Jeff Antonelli to the Planning Commission. The motion passed 6-0; CM Collins abstained from voting on the motion.

13. ADJOURNMENT

The meeting was adjourned at 3:25 p.m.

Date Approved:



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

October 10, 2018

The Honorable James Yarbrough
Mayor of Galveston
P.O. Box 779
Galveston, TX 77553-0779

Re: Hurricane Harvey Disaster Recovery Fund Applications

Dear Mayor Yarbrough:

Congratulations. Your community has been awarded Community Development Block Grant -- Disaster Recovery (CDBG-DR) funds for Hurricane Harvey under the method of distribution created by your regional council of governments, as follows:

- Local Infrastructure- \$848,073

The Texas General Land Office (GLO) is dedicated to assisting your community in the recovery process and would like to know whether you intend to apply for these CDBG-DR funds. Please notify the GLO of your community's decision to utilize these funds by November 30, 2018, using the email below.

The deadline for receipt of applications is January 31, 2019. If you or your staff have questions, please call or write our Deputy Director of Operations, Chelsea Buchholtz, at 512.475.5042 or Chelsea.Buchholtz.glo@recovery.texas.gov.

The GLO is dedicated to your success and grateful for your partnership in helping to rebuild an even stronger Texas. We look forward to working with you.

Sincerely,

GEORGE P. BUSH
Commissioner, Texas General Land Office



August 16, 2018

The Honorable Jim D. Yarbrough
Mayor
City of Galveston
PO Box 779
Galveston, TX 77553

Dear Mayor Yarbrough:

I am writing regarding the appointment of City of Galveston's representative to H-GAC's 2019 General Assembly and Board of Directors.

H-GAC's Bylaws authorize each member city with a population of at least 25,000 but not in excess of 99,999 according to the last preceding Federal Census (2010) to select one member of its governing body as its representative and one member of its governing body as an alternate to the H-GAC General Assembly.

H-GAC's Bylaws also stipulate that your Board of Directors representative shall be the General Assembly delegate. Therefore, the official chosen to serve as the General Assembly representative will also be designated to serve on H-GAC's Board of Directors.

I have enclosed the appropriate form for your convenience. Please return the completed form by fax to 713-993-2414 or email cynthia.jones@h-gac.com.

The 2019 designated representatives begin their terms of office at the first of January 2019.

If more information concerning General Assembly and Board of Directors membership would be useful, please contact me at 714-993-4514 or Rick Guerrero at 713-993-4598. Thank you for your help in selecting H-GAC's 2019 General Assembly and Board of Directors.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chuck Wemple'.

Chuck Wemple

CW/cj

Enclosure
cc: City Secretary

**DESIGNATION OF REPRESENTATIVES
HOUSTON-GALVESTON AREA COUNCIL
2019 GENERAL ASSEMBLY
AND
BOARD OF DIRECTORS

BE IT RESOLVED, by the City Council of Galveston, Texas that the following be and are hereby designated as the representative and alternate of the General Assembly of the Houston-Galveston Area Council for the year 2019:

REPRESENTATIVE _____
ALTERNATE _____

FURTHER THAT, they are hereby, designated as the representative and alternate to the Board of Directors of the Houston-Galveston Area Council for the year 2019.

THAT, the Executive Director of the Houston-Galveston Area Council be notified of the designation of the hereinabove named delegate and alternate.

PASSED AND ADOPTED, this ____ day of _____, 2018.

APPROVED:

Mayor

ATTEST:
