

**NOTICE OF MEETING
CITY COUNCIL OF THE CITY OF GALVESTON
THURSDAY - NOVEMBER 14, 2019 - 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
Pastor Lance Anaya - Society of St. Stephen
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. World Aids Day Proclamation
 - B. National Adoption Day Proclamation
 - C. National Epilepsy Awareness Month Proclamation
 - D. Arbor Day Proclamation
 - E. Galveston University Fall 2019 Graduates Proclamation
 4. Reminders regarding City Council events
 5. Reminders regarding community events
 6. Health and safety announcement
7. COMMUNICATIONS AND PETITIONS
Claims: 19-087 - David Altamirano; 19-088 - Comcast/Project Resources Group; 19-089 - Elmer J. Melgar; 19-090 - Timothy Church; 19-091 - Christina Callens/Crane; 19-092 - Raul Ramirez; and 19-093 - Marcella Reyna/Benton Law Firm.
8. PUBLIC HEARINGS
 - 8.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Designating The Property Located At 1402 Market - Avenue D And Legally Described As The M.B. Menard Survey, South 78 Feet Of Lot 8 (8-1), Block 554, In The City And County Of Galveston, Texas As A Historically Or Archeological Significant Site In Need Of Tax

Relief To Encourage Its Preservation; Granting A Substantial Rehabilitation For Historic Property Tax Exemption; Designating The City Manager To Execute Those Documents Necessary To Implement The Tax Incentive Program; Planning Case Number 19LC-056; , Making Various Findings And Provisions Related To The Subject. (C. Gorman)

Documents:

[19LC-056 STF RPT PKT WITH ORD.PDF](#)

- 8.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Changing The Zoning From Residential, Single-Family (R-1) And Commercial (C) Zoning District To Restricted Residential, Single Family (R-0) Zoning District On Various Properties As Provided In The Attached Map And Which The Properties Are Legally Described As Lots 1 – 88, Golf Crest; Lot 22-A, Golf Crest Aka 6502 Fairway Dr Replat; Lots 1 – 41 Jones Addition, Section 2; And Lots A – E, Oleander Estates (2005), In The City And County Of Galveston, Texas. Planning Case Number 19P-055; Making Various Findings And Provisions Related To The Subject. (C. Gorman)

Documents:

[19P-055 STF PKT RPT WITH ORD.PDF](#)

- 8.C. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Creating A Planned Unit Development (PUD) Overlay Zoning District In A Commercial, (C) Base Zoning District With A Height And Density Development Zone, Zone-6 (C-HDDZ-6) Overlay Zoning District For An "Auto Service/Fueling Or Charging Station"; In Order To Install Three Gasoline Pumps With A Canopy On The South Side Of The Property Commonly Known As 11128 San Luis Pass Road And Which Is Legally Described As Part Of Lot 460 (460-8) Trimble And Lindsey Section 1 , In The City And County Of Galveston, Texas; Planning Case Number 19P-047; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date. (J. Norman)

Documents:

[19P-047 CC PKT REDACTED.PDF](#)

9. PUBLIC COMMENT

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

10. ORDINANCES (NOT REQUIRING PUBLIC HEARINGS)

- 10.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending Chapter 2, "Administration", Article IV, "Boards, Commissions, And Committees", Section 2, "Galveston Commission For The Arts", Of "The Code Of The City Of Galveston 1982, As Amended" Changing The Name Of The Commission, The Composition Of The Commission, Allowing The Election Of A Secretary, Allowing The Commission To Function As An Advisory Entity To City Council For The Purpose Of Assisting The Award Of Grants For Public Art Projects; Making Various Findings And Provisions Related To The Subject; Providing For An Effective Date.

Documents:

[ORDINANCE AMENDING CULTURAL COMMISSION OF THE ARTS.DOCX](#)
[EXHIBIT A ORDINANCE FOR CULTURAL COMMISSION OF THE ARTS 10-12-19.DOC](#)

- 10.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending

Chapter 33, "Taxation" Of "The Code Of The City Of Galveston 1982, As Amended" By Amending The Regulations Of Appointments Of The Arts And Historical Preservation Advisory Board; Making Changes To The Procedures Of The Arts And Historic Preservation Board By Requiring Quarterly Reports; Making Various Findings And Provisions Related To The Subject And Providing For An Effective Date.

Documents:

[ARTS AND HISTORIC APPOINTMENTS AND QUARTERLY REPORTS.DOCX](#)
[ARTS AND HISTORIC CRITERIA - 11-14-19.DOCX](#)

10.C. City Code Review:

- 10.C.1. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The Code Of The City Of Galveston, As Amended, Chapter 16, "Harbors, Wharves And Docks", To Amend, Update, Regulations, Standards, And Definitions; To Make Clarifications, Rename, Renumber And Rearrange The Chapter As Applicable; Providing For Penalties As Applicable; Making Various Findings And Provisions Related To The Subject; Providing For An Effective Date. (Legal)

Documents:

[CHAPTER 16 - HARBORS WHARVES AND DOCKS - REVIEWED ORDINANCE - 2019.DOC](#)
[CHAPTER 16 - HARBORS WHARVES AND DOCKS FULL CHAPTER AMENDS.DOC](#)

- 10.C.2. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending, Chapter 25, "Oil And Gas," Of The Code Of The City Of Galveston, 1982; As Amended, Updating The Code Regarding Preemption By The State Of Regulations On Oil And Gas Operations And Allowing Regulations By The City Of Above Ground Related Activities, Including Regulations Under Specific Circumstances, In Accordance With State Law; Providing For An Effective Date; Making Various Findings And Provisions Related To The Subject (Legal)

Documents:

[CHAPTER 25 - OIL AND GAS FINAL ORDINANCE - 11-14-19.DOC](#)
[CHAPTER 25 - OIL AND GAS -FULL CHAPTER REVIEW 11-14-19.DOC](#)

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 Accepting The City Auditor's Report On The Management And Operating Agreement For The Downtown Intermodal Transportation Terminal Audit Report PORT-SP2019-3. (G. Bulgherini)

Documents:

[PORT-SP2019-3 MO TRANSPORTATION TERMINAL.PDF](#)

- 11.B. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Casting The City's 236 Votes For The Election Of The Galveston Central Appraisal District Board Of Directors; Directing The City Secretary To Send A Certified Copy Of This Resolution To The Galveston Central Appraisal District Before December 13, 2019; Providing For Findings Of Fact And Providing For An Effective Date.

Documents:

[RESOLUTION - CENTRAL APPRAISAL DISTRICT--CASTING VOTES FOR DIRECTORS 2019.DOCX](#)

- 11.C. Consider For Approval The Purchase Of 10 S Shore Drive, Galveston, TX 77551 In The Amount Of \$119,000 Plus Closing Costs. (B. Cook)

Documents:

[10 S SHORE DRIVE.PDF](#)
[SCAN.PDF](#)

- 11.D. Consider For Acceptance A Grant Award From The Moody Foundation For Assistance With The Creation Of A Public Green Space (City Hall Public Plaza) On The Site Of The Former Central Fire Station, Consistent With The Grant Application Submitted To The Foundation On September 10, 2019, As Part Of A Revitalization Plan For The City Hall Neighborhood, And Authorize The City Manager To Sign All Necessary Documents Upon Final Approval By The City Attorney. (T. Wroblewski)

Documents:

[MOODY FOUNDATION GRANT STAFF REPORT.PDF](#)

- 11.E. Consider Approval Of DCMC Partners Task Order #3 Authorizing The Expenditure Of An Amount Not To Exceed \$40,000.00 For Technical Assistance And Disaster Consulting Services. (T. Wroblewski)

Documents:

[DCMC PARTNERS - TASK ORDER NO. 3.PDF](#)

- 11.F. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Authorizing The City Manager To Apply For A Texas Department Of Transportation, Aviation Division, Grant For The Engineering/Design And Construction Phase Of Rehabilitating The Asphalt Section Of Runway 14/32 And Joint Seal Repairs To The North Apron For Fiscal Year 2020; Authorizing The Texas Department Of Transportation As Agent For The City Of Galveston For The Purposes Of Applying For, Receiving, And Disbursing All Funds For These Improvements; Directing The City Manager To Execute All Necessary Documents Relating To The Grant; Providing For Findings Of Fact And Providing For An Effective Date Upon Final Approval By The City Attorney (M. Shahan).

Documents:

[STAFF REPORT - RESOLUTION FOR TXDOT GRANT FOR ASPHALT SURFACE TREATMENT AND JOINT SEAL REPAIRS.PDF](#)
[RESOLUTION NO 20-__ 2012GLVST - RUNWAY 14-32 AND NORTH APRON IMPROVEMENTS.PDF](#)

- 11.G. Consider For Approval Increasing The Contract Amount For The Administration Of Run-Out Health Insurance Claims Through Boon-Chapman In The Amount Of \$16,000.00 For A Total Not To Exceed \$61,000.00 (COG-CON-19-086) (K. Etienne).

Documents:

[COG-CON-19-086 - BOON-CHAPMAN - RUN-OUT HEALTH INSURANCE](#)

[CLAIMS - 09122019.PDF](#)
[BOON CHAPMAN S0030004767 10.01.19.PDF](#)

- 11.H. Consider For Approval The Annual Renewal Of The Inter-Local Agreement With Texas Municipal League Intergovernmental Risk Pool For The 2019–2020 Fund Year For Workers Compensation TPA Coverage. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (R. Simmons)

Documents:

[STAFF REPORT 2020 TML WKC.DOC](#)

- 11.I. Consider For Approval The Annual Renewal Of The Inter-Local Agreement With Texas Municipal League Intergovernmental Risk Pool For The 2019–2020 Fund Year For Liability And Property Coverage. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (R. Simmons)

Documents:

[STAFF REPORT 2020 TML PROPERTY LIABILITY.DOC](#)
[TML COST COMPARISON FY2020.XLS](#)

- 11.J. Consider For Approval Allowing The Police Department To Purchase Eleven (11) Tasers And Related Equipment From Axon Enterprise Inc. Under Texas SmartBuy Contract 680-A1 At A Cost Of \$16,093.00. The Funding Source Is The Police Academy Minor Equipment Account. (V. Hale)

Documents:

[TASERS 11.14.19.PDF](#)

- 11.K. Reject The Proposals For RFP 19-02 And Consider For Approval The Bid From Dynamic Sports Construction For Bid 19-007 McGuire Dent Gymnasium Floor Replacement In The Amount Not To Exceed \$79,279.00. (M. Rabago)

Documents:

[STAFF REPORT - MCGUIRE DENT GYM FLOOR REPLACEMENT 10-25-2019 2.VER.PDF](#)
[SIGNED BID 19-007 MCGUIRE DENT FLOOR CONTRACT.PDF](#)

- 11.L. Consider For Approval The Contract For Construction Services With Fun Abounds Inc. (Buyboard Contract #592-19) For The Installation Of Shaded Benches And Purchase Of Picnic Tables For Lindale Park In The Amount Not-To-Exceed \$65,498.34. (M. Rabago)

Documents:

[STAFF REPORT - LINDALE PARK FUN ABOUNDS CONSTRUCTION PROJECT 11-2019 MR..PDF](#)
[FUN ABOUNDS SIGNED CONTRACT, 1295, PAYMENT BOND, CERT. OF INS. LINDALE PARK.PDF](#)

- 11.M. Consider For Approval Of An Interlocal Agreement Between The City Of Galveston And Galveston College For The Usage Of Bernard Davis/Pony Colt Stadium. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (M. Rabago)

Documents:

STAFF REPORT - GALVESTON COLLEGE INTERLOCAL PONY COLT FIELD
5-YR. 10-19.PDF

- 11.N. Consider For Approval Purchasing Pool Maintenance Chemicals, Supplies, And Equipment For Lasker Park Pool, Using The Buyboard Contract (#533-17) With Progressive Commercial Aquatics. (M. Rabago)

Documents:

STAFF REPORT - POOL MAINTENANCE PROGRESSIVE COMMERCIAL
AQUATICS 10-2019.PDF

- 11.O. Consider For Approval The Inter-Local Agreement Between The City Of Galveston And The City Of Jamaica Beach To Supply Potable Water To City Of Jamaica Beach And To Authorize The City Manager To Execute The Agreement. (A. Grasso)

Documents:

INTER-LOCAL AGREEMENT BETWEEN COG AND THE CITY OF JAMAICA
BEACH.PDF

- 11.P. Consider For Approval A Payment To The Texas Commission On Environment Quality For Annual Operating Permit Fees For The Water And Wastewater Divisions For The Fiscal Year. The Estimated Cost Is \$181,637.41. (R. Pugh)

Documents:

TCEQ ANNUAL PERMITS RWP.PDF

- 11.Q. Consider For Approval A Proposal From Intertek PSI For \$88,694 To Perform Design-Construction Administration And Construction Material Testing Services For The Construction Of The Legas Drive Bulkhead. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Christodoss)

Documents:

INTERTEK PSI STAFF REPORT.PDF

- 11.R. Consider For Approval The Proposal From T. Baker Smith (TBS), To Perform A Hydraulics And Hydrology Study And Design For The 14th Street Drainage Improvement Project – DR-4332-024 For A Fee Not To Exceed \$2,272,861. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney And Authorizing The Finance Director To Utilize Local Funds In Advance Of Anticipated Reimbursement. (D. Christodoss)

Documents:

14TH STREET PS STAFF RPT SCOPE FEE.PDF

- 11.S. Consider For Approval A Proposal From Alpha Testing, For The 49th Street Construction From Avenue P To Avenue S-1/2 In The Amount Not To Exceed \$49,703.00 To Perform Construction Material Testing Engineering Services. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Christodoss)

Documents:

ALPHA
TESTING_49HSTREET_CMT_STAFFRPT_PROPOSAL_CONTRACT.PDF

- 11.T. Consider For Approval The Purchase Of Traffic Signal Components For Replacement Of Damaged Traffic Signal Components From Texas Highway Products, LTD In The Amount Of \$42,600.00. (K. Hockersmith)

Documents:

TEXAS HIGHWAY PRODUCTS - TRAFFIC SIGNAL CABINETS 11052019.PDF

- 11.U. Consider City Council Ratification Of The City Manager's Action Approving A Purchase With Gulf Coast Limestone, Inc. To Facilitate The Emergency Repairs To The Streets In Various Locations Due To Public Safety Concerns In The Amount Of \$23,295.69 Consistent With Sec. 252.022 (A) (2) Of The Local Government Code. (K. Hockersmith)

Documents:

GULF COAST LIMESTONE - EMERGENCY REPAIR MATERIALS.PDF
GULF COAST LIMESTONE 618111 10.01.19.PDF
GULF COAST LIMESTONE 618100 09.30.19.PDF

- 11.V. Consider For Approval Bid #19-011A For The Annual Street Materials Bid From Various Vendors (HD Industries, Martin Asphalt, Kelso, Vulcon). Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (K. Hockersmith)

Documents:

ANNUAL STREET MATERIALS 2019B.PDF
KELSO CONTRACT BID 19-011A VENDOR SIGNED REDUCED.PDF
MARTIN ASPHALT CONTRACT BID 19-011A VENDOR SIGNED REDUCED.PDF
HD INDUSTRIES CONTRACT BID 19-011A VENDOR SIGNED REDUCED.PDF
VULCAN CONTRACT BID 19-011A VENDOR SIGNED.PDF

- 11.W. Consider For Approval Change Order #4 To The Contract With J. W. Kelso Company, Inc., For The City Of Galveston Public Works Facility Project, Increasing The Contract By \$208,808.00 From The Amount Of \$10,721,908.20 To The Amount Of \$10,930,716.20. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)

Documents:

J.W KELSO - PW FACILITY - CHANGE ORDER NO. 4.PDF

- 11.X. Consider For Approval Of Change Order No. 7 To The Contract With Brunel Industrial & Pipeline Services, LLC, For The Rehabilitation Of Ground Storage Tanks At 59th Street Project, Increasing The Contract By \$26,304.24 From The Amount Of \$8,003,375.55 To A New Total Amount Of \$8,029,679.79, 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. (D. Anderson)

Documents:

BRUNEL - REHAB. OF GROUND STORAGE TANKS AT 59TH ST - CHANGE

[ORDER NO. 7.PDF](#)

- 11.Y. Consider For The Approval Of The OEM (Original Equipment Manufacturer) Auto Parts And Repair Service Contracts To The Responding Bidders That Conformed To The Specifications In Bid #19-015; And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. (D. Smith)

Documents:

[OEM AUTO PARTS PACKET.PDF](#)

- 11.Z. Consider For The Approval Of The Contract For Welding Services On City Vehicles And Equipment To Broom Welding And Island Machine Works, Who Were The Responsive Bidders On Formal Bid #19-013, And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. (D. Smith)

Documents:

[WELDING CONTRACT PACKET.PDF](#)

- 11.AA. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock (Lift For Wastewater Treatment) And Associated Equipment From Associated Supply Company (ASCO) Through HGAC Buy For A Total Price Of \$17,092.44 And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. (D. Smith)

Documents:

[GENIE GS-2632 LIFT PACKET.PDF](#)

- 11.BB. Consider For The Approval Allowing Purchases Of Emergency Warning Equipment, Supplies, Installs And Repairs Utilizing The Buy Board Cooperative Purchasing Contract With Siddons Martin Emergency Group (Contract 571-18), And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. Estimated Costs For Products Not To Exceed Council Approved Budgets. (D. Smith)

Documents:

[SIDDON MARTIN BUY BOARD PACKET.PDF](#)

- 11.CC. Consider For Approval Minutes Of The October 17, 2019 Workshop And Regular Meeting. (J. Williams)

Documents:

[_10172019-3166.PDF](#)

12. ACTION ITEMS

- 12.A. Discuss And Consider For Action Directing The Port Of Galveston To Comply With The City Auditor's Request For Information From The Port Concerning The Audit Plan Approved By City Council. (Brown/Yarbrough)
- 12.B. Discuss And Consider Appointments To The Following City Boards, Commissions, And Committees:

1. Animal Services Advisory Board - Position 4
2. Arts and Historic Preservation Advisory Board - all positions

3. Building Board of Adjustments and Appeals - Positions 1, 2, 5, 6, and Alternate 1
4. Cultural Arts Commission - all positions
5. Families, Children and Youth Board - recommendations from the FCYB
6. Landmark Commission - Position 1
7. Tree Committee - Districts 1 and 3
8. Zoning Board of Adjustments - Position 1, Alternates 1 and 2

Documents:

[MEMO--BOARD APPOINTMENTS NOV 2019.PDF](#)

12.C. Discuss And Consider Appointments H-GAC Boards And Committees:

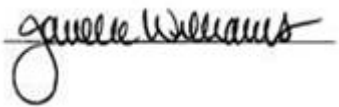
1. General Assembly and Board of Directors
2. Transportation Policy Council
3. Technical Advisory Committee

Documents:

[H-GAC.PDF](#)

13. ADJOURNMENT

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, 2019 at 12:00 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. 19-__

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, DESIGNATING THE PROPERTY LOCATED AT 1402 MARKET - AVENUE D AND LEGALLY DESCRIBED AS THE M.B. MENARD SURVEY, SOUTH 78 FEET OF LOT 8 (8-1), BLOCK 554, IN THE CITY AND COUNTY OF GALVESTON, TEXAS AS A HISTORICALLY OR ARCHEOLOGICAL SIGNIFICANT SITE IN NEED OF TAX RELIEF TO ENCOURAGE ITS PRESERVATION; GRANTING A SUBSTANTIAL REHABILITATION FOR HISTORIC PROPERTY TAX EXEMPTION; DESIGNATING THE CITY MANAGER TO EXECUTE THOSE DOCUMENTS NECESSARY TO IMPLEMENT THE TAX INCENTIVE PROGRAM; PLANNING CASE NUMBER 19LC-056; , MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, City Council adopted Ordinance No. 00-035, a historic preservation tax exemption program encouraging the rehabilitation of commercial structures (predominately large scale - greater than 10,000 square feet in floor area), that are designated as a Galveston Landmark or as contributing to a Galveston Historic Zoning District; and,

WHEREAS, on July 23, 2015, City Council adopted Ordinance No. 15-059, a financial incentives program for Historic Properties. This program extended the current tax exemption program to include residential properties that are rehabilitated or undergo substantial maintenance/repairs to encourage its historic preservation; and,

WHEREAS, property owners may apply to City Council for a Substantial Rehabilitation for Historic Properties Tax Exemption ad valorem property tax exemption when a structure is designated as a Galveston Landmark or is contributing to a Galveston Historic Zoning District as stated in the provisions of the City of Galveston Financial Incentives Program for Historic Properties Ordinance No. 15-059; and,

WHEREAS, Applicant and Property Owner, Samuel T. Russ, is requesting that the structure located at 1402 Market - Avenue D and legally described as the M.B. Menard Survey, South 78 feet of Lot 8 (8-1), Block 554, in the City and County of Galveston, Texas, be officially designated as a historically or archeologically significant site in need of tax relief to encourage its preservation; and,

WHEREAS, if the tax exemption for the subject property is granted, the assessed value, in whole or in part, will be “frozen” for the requested ten (10) year period associated with the approved tax exemption. This program freezes the City’s portion of the property tax at the pre-improvement value of the property which is currently at **\$291,370.00**. The exemption shall be effective on **January 1, 2020**, the year following the verification by City Council of substantial rehabilitation of the historic property and grant of the tax exemption (November/2019), and continue for the ten year period thereafter, expiring on **December 31, 2029**. After expiration of the tax exemption, the

City of Galveston shall levy property taxes to the full assessed value as determined by the Galveston Central Appraisal District; and,

WHEREAS, the property meets the criteria of the Substantial Rehabilitation for Historic Properties Tax Exemption program, as set out in the Staff Report, attached as **Exhibit 1** and incorporated herein for all intents and purposes; and,

WHEREAS, at its regular meeting of October 21, 2019, the Landmark Commission certified that the proposed work was in conformance with the Substantial Rehabilitation for Historic Properties Tax exemption program and on October 21, 2019, the Landmark Commission verified that the requirements of the program were met and voted to recommend approval of the request; and,

WHEREAS, Staff recommends approval of the request for Substantial Rehabilitation for Historic Properties Tax Exemption; and,

WHEREAS, after notice and public hearing as required by law, the City Council finds that it is in the public's interest to approve the application, and designate the structure located at 1402 Market / Avenue D and legally described as the M.B. Menard Survey, South 78 feet of Lot 8 (8-1), Block 554, in the City and County of Galveston, Texas, as a historically or archeologically significant site in need of tax relief to encourage its preservation and grant a Substantial Rehabilitation for Historic Properties Tax Exemption.

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 true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. After public hearing, the City Council grants a Substantial Rehabilitation for Historic Properties Tax Exemption of the structure located at 1402 Market / Avenue D and legally described as the M.B. Menard Survey, South 78 feet of Lot 8 (8-1), Block 554, in the City and County of Galveston, Texas.

SECTION 3. Pursuant to City of Galveston Ordinance Number 15-059, the City Council designates the structure as a “historically or archeologically significant site in need of tax relief to encourage its preservation”. The property is eligible to participate in the City of Galveston’s Substantial Rehabilitation for Historic Properties Tax Exemption Program. The City Manager of the City of Galveston is hereby authorized to execute all necessary documents.

SECTION 4. The exemption shall be effective on **January 1, 2020**, the year following the grant of the Substantial Rehabilitation for Historic Properties Tax

Exemption, and continue for the ten-year period thereafter, expiring on **December 31, 2029**.

SECTION 5. The exemption will freeze the City portion of the property tax for a period of 10 years at the pre-improvement value of **\$291,370.00**.

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 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 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 become effective upon its adoption and publication in accordance with the provisions of The Charter of the City of Galveston.

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 an Ordinance adopted by the City Council of the City of Galveston at its Regular Meeting held on November 14, 2019, 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 _____, 2019.

Secretary for the City Council
of the City of Galveston



19LC-056

STAFF REPORT

ADDRESS:

1402 Market/Avenue D

LEGAL DESCRIPTION:

Property is legally described as the M.B. Menard Survey, South 78 feet of Lot 8 (8-1), Block 554, in the City and County of Galveston, Texas

APPLICANT/REPRESENTATIVE:

Samuel T. Russ

PROPERTY OWNER:

Same

HISTORIC DISTRICT:

East End

REQUEST:

Request for Verification as a participant in the Substantial Rehabilitation for Historic Properties Tax Exemption Program

STAFF RECOMMENDATION:

Approval

EXHIBITS:

A – Itemized List of Costs

B – Photos of Completed Work

STAFF:

Catherine Gorman, AICP
Assistant Director/HPO
409-797-3665
cgorman@galvestontx.gov



Analysis

In September 2019, the applicant submitted for certification of work done at 1402 Market. Since the applicant exceeded the minimum threshold for participation, they are requesting verification that the requirements of the program have been met. The threshold to participate is \$138,140.00. The applicant has submitted documentation that supports a total expenditure of \$160,820.59.

The City Council has the final authority on the Substantial Rehabilitation for Historic Properties Tax Exemption Program. The tax exemption will freeze the City portion of the property tax for a period of 10 years at the pre-improvement value of \$291,370.

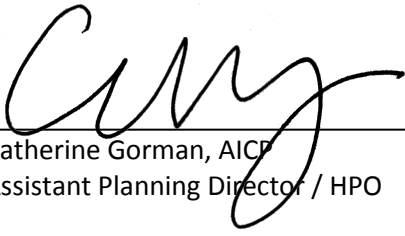
Other Reviews

On October 21, 2019, the Landmark Commission voted unanimously to recommend approval of the request.

Staff Recommendation

Staff recommends to the City Council that the applicant has successfully completed the requirements of the Substantial Rehabilitation for Historic Properties Tax Exemption Program, and that the City Council grant the tax exemption.

Respectfully Submitted,



Catherine Gorman, AICP
Assistant Planning Director / HPO

October 29, 2019
Date

1402 Market

HVAC	\$ 12,000.00
Concrete	\$ 12,000.00
Window glass	\$ 1,102.17
Plumbing	\$ 3,860.00
Fireplace Repair	\$ 790.00
Interior Repairs	\$ 60,500.00
Interior Paint	\$ 14,650.00
Exterior Repairs	\$ 11,156.42
Exterior Painting	\$ 14,600.00
Porch and stairs	\$ 12,350.00
Roofing	\$ 9,150.00
Floors	\$ 8,662.00
	\$ 160,820.59
Thresehold	\$ 138,140.00







ORDINANCE NO. 19-__

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, CHANGING THE ZONING FROM RESIDENTIAL, SINGLE-FAMILY (R-1) AND COMMERCIAL (C) ZONING DISTRICT TO RESTRICTED RESIDENTIAL, SINGLE FAMILY (R-0) ZONING DISTRICT ON VARIOUS PROPERTIES AS PROVIDED IN THE ATTACHED MAP AND WHICH THE PROPERTIES ARE LEGALLY DESCRIBED AS LOTS 1 – 88, GOLF CREST; LOT 22-A, GOLF CREST AKA 6502 FAIRWAY DR REPLAT; LOTS 1 – 41 JONES ADDITION, SECTION 2; AND LOTS A – E, OLEANDER ESTATES (2005), IN THE CITY AND COUNTY OF GALVESTON, TEXAS. PLANNING CASE NUMBER 19P-055; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, the City has received a request to change the zoning on the subject properties from Residential, Single-Family (R-1) and Commercial (C) zoning districts to a Restricted Residential, Single-Family (R-0) zoning district. The various property addresses are commonly known as 6501, 6502, 6506, 6509, 6510, 6513, 6514, 6517, 6518, 6601, 6602, 6605, 6608, 6609, 6610, 6613, 6614, 6617, 6618, 6621, 6622, 6702, 6705, 6706, 6709, 6710, 6713, 6714, 6717, 6718, 6721, 6722, 6802, 6805, 6806, 6809, 6810, 6813, 6814, 6819, and 6820 Golf Crest; 6501, 6502, 6505, 6506, 6509, 6510, 6513, 6514, 6517, 6518, 6601, 6602, 6605, 6608, 6609, 6610, 6613, 6614, 6617, 6618, 6621, 6622, 6701, 6702, 6705, 6706, 6709, 6710, 6713, 6714, 6717, 6718, 6721, 6722, 6801, 6802, 6805, 6806, 6809, 6810, 6813, 6814, 6819, and 6820 Fairway; 2501, 2502, 2505, 2506, 2511, 2512, 2517, 2518, 2521, and 2522 Larkspur Court; 2501, 2502, 2505, 2506, 2511, 2512, 2517, 2518, 2521, and 2522 Bluebonnet Court; 2501, 2502, 2505, 2506, 2511, 2512, 2517, 2518, 2521, and 2522 Azalea Court; 2501, 2502, 2505, 2506, 2511, 2512, 2517, 2518, 2521, and 2522 Holly Court; and 6616, 6618, 6620, 6622, and 6624 Oleander Avenue. The properties are legally described as Lots 1 – 88, Golf Crest; Lot 22-A, Golf Crest Aka 6502 Fairway Dr Replat; Lots 1 – 41 Jones Addition, Section 2; and Lots A – E, Oleander Estates (2005), in the City and County of Galveston, Texas; and,

WHEREAS, the request is to designate all properties in the subject area as a Restricted Residential, Single-Family (R-0) zoning district. This neighborhood is currently zoned Residential, Single-Family (R-1) and Commercial (C). The Commercial (C) zoning is limited to the properties located in the 6600 block of Oleander. Although zoned Commercial (C) the properties are residential in character. The primary distinction between the R-0 and R-1 zoning districts is the ability of property owners to legally use their homes as a short term rental dwellings. Short term rentals are not permitted in the R-0 zoning district; and,

WHEREAS, as more detailed in its, staff report attached herein for all intents and purposes as **Exhibit 1**, Staff finds this request to be consistent with the criteria to establish a Restricted Residential, Single-Family (R-0) zoning district, and approval of a change of zoning as prescribed in Section 13.601 (C) of the Land Development Regulations. The neighborhood will remain single-

family in orientation, hence not creating any adverse effect or incompatibility issues within the subject area and existing surrounding uses; and,

WHEREAS, the approval of this request will result in the prohibition of short term rental uses within the subject neighborhood; and,

WHEREAS, as set forth in the staff report, attached and fully incorporated herein, and in accordance with the criteria to establish a Restricted Residential, Single-Family (R-0) zoning district of the City of Galveston's Land Development Regulations, Staff finds that the rezoning request meets the criteria required, including; but not limited to, the following:

1. 75 percent of the dwellings in the proposed zoning area are single-family owner occupied structures;
2. 75 percent of the property owners initiated a petition to rezone to R-0;
3. Commercial uses and short term rentals prohibited. (No commercial uses currently in operation. Existing short term rental uses will not be affected by this request);
4. The petition identified the streets, street blocks, and boundary subject to the rezoning;
5. The neighborhood is similar in design and character;
6. Dangerous and dilapidated structures as defined in the Municipal Code are not currently present within the proposed boundary of the R-0 district; and,

WHEREAS, Staff finds that the rezoning request meets the demonstrative criteria required for approval, per Division 13.601 (C), of the Land Development Regulations based on the following findings:

- a. The proposed zoning is preferable to the existing zoning in terms of its likelihood of advancing the goals, objective and policies of the City of Galveston 2011 Comprehensive Plan and other adopted plans;
- b. The proposed zoning is consistent with the future land use map prepared by staff and accompanying the staff report for this case;
- c. The proposed change is consistent with the implementation of existing or planned streets, water, wastewater, other utilities and delivery of public services to the area in which the proposed rezoning is located;
- d. The range of uses and character of development allowed by the proposed zone will be compatible with the properties in the immediate vicinity of the parcel proposed for rezoning and the parcel has sufficient dimensions to accommodate reasonable development that complies with the requirements or the Land Development Regulations including parking and buffering requirements;
- e. The pace of development and/or 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; and,

WHEREAS, Staff recommends approval of the proposed change of zoning in order to designate the subject neighborhood as a Restricted Residential, Single-Family (R-0) zoning district; and,

WHEREAS, at its regular meeting of October 22, 2019, the Planning Commission voted to recommend approval of the zoning change request; and,

WHEREAS, after conducting a public hearing, the City Council of the City of Galveston, Texas, finds that the rezoning request meets the demonstrative criteria required for approval, per Division 13.601 (C), of the Land Development Regulations and deems it in the public interest to grant applicant's request for a change of zoning from Residential, Single-Family (R-1) and Commercial (C) Zoning District to Restricted Residential, Single-Family (R-0), Zoning District.

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. The zoning classification is hereby changed from Residential, Single-Family (R-1) and Commercial (C) Zoning District to Restricted Residential, Single-Family (R-0), Zoning District. The various property addresses are commonly known as 6501, 6502, 6506, 6509, 6510, 6513, 6514, 6517, 6518, 6601, 6602, 6605, 6608, 6609, 6610, 6613, 6614, 6617, 6618, 6621, 6622, 6702, 6705, 6706, 6709, 6710, 6713, 6714, 6717, 6718, 6721, 6722, 6802, 6805, 6806, 6809, 6810, 6813, 6814, 6819, and 6820 Golf Crest; 6501, 6502, 6505, 6506, 6509, 6510, 6513, 6514, 6517, 6518, 6601, 6602, 6605, 6608, 6609, 6610, 6613, 6614, 6617, 6618, 6621, 6622, 6701, 6702, 6705, 6706, 6709, 6710, 6713, 6714, 6717, 6718, 6721, 6722, 6801, 6802, 6805, 6806, 6809, 6810, 6813, 6814, 6819, and 6820 Fairway; 2501, 2502, 2505, 2506, 2511, 2512, 2517, 2518, 2521, and 2522 Larkspur Court; 2501, 2502, 2505, 2506, 2511, 2512, 2517, 2518, 2521, and 2522 Bluebonnet Court; 2501, 2502, 2505, 2506, 2511, 2512, 2517, 2518, 2521, and 2522 Azalea Court; 2501, 2502, 2505, 2506, 2511, 2512, 2517, 2518, 2521, and 2522 Holly Court; and 6616, 6618, 6620, 6622, and 6624 Oleander Avenue. The properties are legally described as Lots 1 – 88, Golf Crest; Lot 22-A, Golf Crest Aka 6502 Fairway Dr Replat; Lots 1 – 41 Jones Addition, Section 2; and Lots A – E, Oleander Estates (2005), and as more detailed in the Staff report attached herein as Exhibit 1, in the City and County of Galveston.

SECTION 3. It is 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 4. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 5. 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 6. 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:

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 an Ordinance adopted by the City Council of the City of Galveston at its Regular meeting held on November 14, 2019, 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 _____, 2019.

Secretary for the City Council
of the City of Galveston



19P-055

STAFF REPORT

ADDRESS:

See Attached

LEGAL DESCRIPTION:

See Attached

APPLICANT/REPRESENTATIVE:

Development Services Department

PROPERTY OWNER:

Various

ZONING DISTRICT:

Residential, Single-Family (R-1)

REQUEST:

Request for a Change of Zoning in order to designate the area as a Restricted Residential, Single-Family (R-0) zoning district.

STAFF RECOMMENDATION:

Approval

EXHIBITS:

- A – Addresses and Legal Descriptions
- B – Zoning Map
- C – Proposed Boundary
- D – Zoning Comparison

STAFF:

Catherine Gorman, AICP
Assistant Director/HPO
409-797-3665
cgorman@galvestontx.gov

Public Notice and Comment:

Sent	Returned	In Favor	Opposed	No Comment
173	19	18	1	0

Per Section 13.808 of the Land Development Regulations and state law, written public notice of this request is required. Public notices are sent to all property owners within 200 feet of the subject site and are sent to the address on file with the Galveston Central Appraisal District.

City Department Notification Responses:

No Objections



Executive Summary

The request is to designate the properties shown on the above map as a Restricted Residential, Single-Family (R-0) zoning district. The area is currently zoned Residential, Single-Family (R-1) and Commercial (C). The Commercial (C) zoning is limited to the properties located in the 6600 block of Oleander. Although zoned Commercial (C) these properties are residential in character. The primary distinction between the R-0 and R-1 zoning districts is the ability of property owners to legally use their homes as a short term rental dwelling. Short term rentals are not allowed in the R-0 zoning district.

Interpretation of Use Classification

As changes of zoning are of a permanent nature, regardless of the present proposed land use for the properties, which will remain single-family residential, the Planning Commission and City Council must consider all potential future land uses that will become permitted uses should the request for a change of zoning be approved. Please see Exhibit D for a comparison list of the permitted uses in the Residential, Single Family (R-1) and Restricted Residential, Single-Family (R-0) zoning districts and a comparison of the Commercial (C) and Restricted Residential, Single-Family (R-0) districts.

Compatibility with Surrounding Land Use and Zoning

No proposed change to present land use, the neighborhood will remain single-family in character. Therefore, this request does not affect compatibility with surrounding uses and zoning.

Zoning and Land Use

Location	Zoning	Land Use
Subject Site	Residential, Single-Family (R-1) and Commercial (C)	Residential
North	Commercial (C)	Commercial
South	Multi-Family Residential (MF)	Residential
East	Residential, Single-Family (R-1)	Institutional
West	Restricted Residential, Single-Family (R-0) and Residential, Single-Family (R-1)	Residential

Criteria to Establish R-0 Zoning District

Per the City of Galveston's Land Development Regulations, the following criteria must be met to establish a Restricted Residential, Single-Family (R-0) zoning district:

Criteria	Proposed District
75 percent of the dwellings in the proposed zoning area must be single-family owner occupied structures.	Per available records, at least 82 percent of the dwellings are owner occupied.
75 percent of the property owners shall initiate a petition to rezone to R-0.	Petition initiated by 78 percent of property owners.
Commercial uses and short term rentals prohibited.	No commercial uses currently in operation. Existing short term rental uses will not be affected by this request.
The petition shall identify the streets, street blocks, and boundary subject to the rezoning.	The petition enumerates all addresses of properties subject to rezoning within the area boundary.
The neighborhood must be similar in design and character.	The neighborhood is very similar in design and character. Lot layouts, setbacks, street layout, and type of construction is consistent throughout the neighborhood.

Dangerous and dilapidated structures as defined in the Municipal Code must not be present within the proposed boundary of the R-0 district.	No dangerous and dilapidate structures currently exist in the area.
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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;
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);
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;
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
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.

Conformance

Staff finds this request to be consistent with the criteria to establish a Restricted Residential, Single-Family (R-0) zoning district, and the change of zoning approval criteria as prescribed in Section 13.601 (C) of the Land Development Regulations. The neighborhood will remain single-family in orientation, hence not creating any adverse effect or incompatibility issues within the area and existing surrounding uses.

Staff Recommendation

Staff recommends approval of the proposed change of zoning in order to the designate area as a Restricted Residential, Single-Family (R-0) zoning district.

Other Reviews

At the October 22, 2019 meeting, the Planning Commission unanimously recommended approval of this request.

Respectfully Submitted,

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

Catherine Gorman, AICP
Assistant Planning Director / HPO

10/29/2019

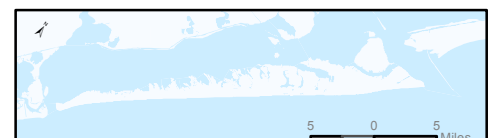
Date

Addresses:

6501, 6502, 6506, 6509, 6510, 6513, 6514, 6517, 6518, 6601, 6602, 6605, 6608, 6609, 6610, 6613, 6614, 6617, 6618, 6621, 6622, 6702, 6705, 6706, 6709, 6710, 6713, 6714, 6717, 6718, 6721, 6722, 6802, 6805, 6806, 6809, 6810, 6813, 6814, 6819, and 6820 Golf Crest; 6501, 6502, 6505, 6506, 6509, 6510, 6513, 6514, 6517, 6518, 6601, 6602, 6605, 6608, 6609, 6610, 6613, 6614, 6617, 6618, 6621, 6622, 6701, 6702, 6705, 6706, 6709, 6710, 6713, 6714, 6717, 6718, 6721, 6722, 6801, 6802, 6805, 6806, 6809, 6810, 6813, 6814, 6819, and 6820 Fairway; 2501, 2502, 2505, 2506, 2511, 2512, 2517, 2518, 2521, and 2522 Larkspur Court; 2501, 2502, 2505, 2506, 2511, 2512, 2517, 2518, 2521, and 2522 Bluebonnet Court; 2501, 2502, 2505, 2506, 2511, 2512, 2517, 2518, 2521, and 2522 Azalea Court; 2501, 2502, 2505, 2506, 2511, 2512, 2517, 2518, 2521, and 2522 Holly Court; and 6616, 6618, 6620, 6622, and 6624 Oleander Avenue

Legal Descriptions:

Lots 1 – 88, Golf Crest; Lot 22-A, Golf Crest AKA 6502 Fairway Dr Replat; Lots 1 – 41 Jones Addition, Section 2; and Lots A – E, Oleander Estates (2005), in the City and County of Galveston, Texas.



Proposed R-0 Zoning District



Legend

In Support

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The data presented on these pages is not legally binding on the City of Galveston or any of its departments. These maps and the associated data are representations ONLY and may contain errors in the databases. Therefore, the information presented on this map is for informational purposes only and should not be construed to be legally binding.



Agricultural Land Use	R-0	R-1	C
Agricultural Support	-	-	-
Agriculture/Urban Farming	-	L	P
Commercial Stable	-	-	-
Residential Stable	-	-	-
Veterinarian, Large Animal	-	-	-
Residential Land Uses	R-0	R-1	C
Accessory Dwelling Unit	L	L	L
Bed and Breakfast	-	-	P
Boarding House, Dormitory, Fraternity or Sorority	-	-	P
Child Care Facility, Day Care (Residential)	-	-	P
Community Garden	-	L	P
Cottage Food Production	P	P	P
Home Based Business	-	-	P
Home Based Occupation	L	P	P
Hospital House Establishment	-	-	P
Live-Work Unit	-	-	P
Condominium	-	-	P
Duplex	-	L	P
Multi-Family Residential	-	-	P
Personal Care Homes (DADS)	P	P	P
Short Term Rental Residential Dwelling	-	P	P
Single-Family Detached	P	P	P
Townhouse	-	-	P

Commercial Land Uses	R-0	R-1	C
Adult Day Care	-	-	P
Adult Use (SOB)	-	-	S
Alcoholic Beverage Sales, Liquor Store or Package	-	-	P
Arena / Stadium	-	-	P
Auto Service/Fueling or Charging Station	-	-	L
Bar	-	-	P
Boat Repair Facility	-	-	L
Boat Sales or Rental	-	-	L
Child Care Facility, Day Care (Commercial)	-	-	P
Cleaning / Laundry Pick-Up Station	-	-	P
Cleaning / Laundry-Mat Self Service	-	-	P
College / University / Vo-Tech	-	-	P
Commercial Amusement, Indoor	-	-	L
Commercial Amusement, Outdoor	-	-	L
Commercial Lodging (Hotel)	-	-	L
Commercial Warehousing and Logistics	-	-	-
Correctional or Rehabilitation Facility	-	-	S
Credit Access Business	-	-	L
Family Care Facility	-	-	S
Fine Arts Instruction	L	L	P
Flea Market	-	-	L
Golf Carts, Sales and Service	-	-	L

Commercial Land Uses	R-0	R-1	C
Gun Shop	-	-	L
Heavy Vehicle, Manufactured Home, Watercraft or Aircraft Sales or Rental	-	-	-
Homeless Shelter	-	-	S
Hospital	-	-	P
Kennel	-	-	L
Library	-	-	P
Medical Office / Clinic / Lab	-	-	P
Nursery or Greenhouse, Retail	-	-	P
Nursing / Convalescent Home	-	-	P
Office	-	-	P
Outdoor Storage	-	-	L
Parking Lot, Commercial Surface Parking Area	-	-	-
Parking Structure or Lot Incidental to Main Use	-	-	L
Parking Structure – Mixed Use	-	-	L
Passenger Motor Vehicle Sales or Rental	-	-	L
Pawn Shop	-	-	P
Personal Fitness	-	-	P
Pet Grooming Services	-	-	P
Place of Private Assembly	-	-	P
Place of Public Assembly	-	-	P
Private Club	-	-	P
Professional Services, Instruction/Counseling	-	-	P

Commercial Land Uses	R-0	R-1	C
Public Safety Facility	-	-	P
Recreation Indoor	-	L	P
Recreation Outdoor	-	L	P
Recycling Center	-	-	L
Restaurant, Drive-In / Through	-	-	L
Restaurant, No Drive-In / Through	-	-	P
Retail - Big Box	-	-	L
Retail - Commercial	-	-	P
RV Park	-	-	L
School, Private	-	-	P
School, Public	P	P	P
Self Storage	-	-	P
Short Term Rental Residential Dwelling	-	P	P
Small Scale Food And Beverage Production	-	-	P
Substance Abuse Facility	-	-	S
Vehicle Wash	-	-	P
Vending Kiosk/ATM	-	-	L
Veterinarian, Small Animal	-	-	P
Wholesale	-	-	L
Industrial Land Use	R-0	R-1	C
Automotive Wrecking and Salvage Yard; Junkyard; Recycling Business	-	-	-
Excavation	L	L	L
Heavy Industry	-	-	-
Light Industry	-	-	-
Mining / Extraction	-	-	-

Industrial Land Use	R-0	R-1	C
Research and Testing Laboratory	-	-	P
Parking and/or Multimodal Transportation Facility	-	-	L
Power Generation	-	-	-
Public Utility Facility, Neighborhood	-	-	P
Towing Service Facility	-	-	S
Uses involving Radioactive Material, not including uses related to diagnosis and treatment of illness; and, construction applications; and, academia and scientific research	-	-	-
Public/Private Land Uses	R-0	R-1	C
Airport	-	-	-
Cemetery	-	-	S
Heliport	-	-	-
Helistop	-	-	L
Marina	-	-	P
Port and Harbor Facilities	-	-	-
Public Utility Plant	-	-	P
Rail Yard	-	-	-
Wireless Telecommunication Facility	-	-	S

ORDINANCE NO. 19-____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, CREATING A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY ZONING DISTRICT IN A COMMERCIAL, (C) BASE ZONING DISTRICT WITH A HEIGHT AND DENSITY DEVELOPMENT ZONE, ZONE-6 (C-HDDZ-6) OVERLAY ZONING DISTRICT FOR AN “AUTO SERVICE/FUELING OR CHARGING STATION”; IN ORDER TO INSTALL THREE GASOLINE PUMPS WITH A CANOPY ON THE SOUTH SIDE OF THE PROPERTY COMMONLY KNOWN AS **11128 SAN LUIS PASS ROAD** AND WHICH IS LEGALLY DESCRIBED AS **PART OF LOT 460 (460-8) TRIMBLE AND LINDSEY SECTION 1**, IN THE CITY AND COUNTY OF GALVESTON, TEXAS; PLANNING CASE NUMBER **19P-047**; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the property owners and applicants, Al Fichera and Ted Shook, are requesting that a PUD Overlay Zoning District be created on property commonly known as **11128 San Luis Pass Road** and which is legally described as **Part of Lot 460 (460-8) Trimble and Lindsey Section 1**, in the City and County of Galveston, Texas; and,

WHEREAS, as further detailed in the Staff Report, attached and incorporated herein as **Attachment 1** (including Exhibits A, & F), the subject site is a .80-acre parcel located on the North side of San Luis Pass Road. The site has an existing structure that has been vacant for more than 15 years; and,

WHEREAS, the PUD request is to establish a Planned Unit Development (PUD) Overlay District in a Commercial (C) base zoning district for an “Auto Service/Fueling or Charging Station”. The proposed use of “Auto Service/Fueling or Charging Station” is a Limited (L) land use in the base Commercial (C) zoning district; and,

WHEREAS, the Height and Density Development Zone, Zone-6, is an overlay for commercial properties that promotes development and redevelopment that meets community objectives and supports an overall future vision for the island; and,

WHEREAS, a 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 proposal is to make the existing structure a convenience store and to add three gasoline dispensers with a canopy over them. The canopy and gasoline dispensers are proposed to be located on the south side of the property in front of the existing structure. The south side of the property is approximately 873 feet from the Mean High Tide; and,

WHEREAS, if the proposed zoning is in accord with Section 13.601.C of the Land Development Regulations, the Planning Commission may recommend approval and City Council may grant the approval of the rezoning request; and,

WHEREAS, at its meeting of October 8, 2019, the Planning Commission recommend approval of the request; and,

WHEREAS, Staff recommended approval of the PUD for the deviations from the current Land Development Regulations (LDR) with conditions as provided in **SECTION 3 below**; and,

WHEREAS, after notice and conduct of 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 Commercial (C) base zoning district with a Height and Density Development zone, Zone-6 (C-HDDZ-6) Overlay Zoning District for an "Auto Service/Fueling or Charging Station"; on property commonly known as **11128 San Luis Pass Road**, in the City and County of Galveston, Texas, subject to the conditions set forth in **Section 3** 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 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 Commercial (C) base zoning district with a Height and Density Development zone, Zone-6 (C-HDDZ-6) Overlay Zoning District for an "Auto Service/Fueling or Charging Station"; on property commonly known as **11128 San Luis Pass Road**, and legally described as Part of Lot 460 (460-8) Trimble and Lindsey Section1 , 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 19P-047:

- 1.** Construction must conform to the site plan and design details included with the PUD application and ordinance, and adhere to any modifications as approved by City Council;
- 2.** 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 deviate from the limited use standard that requires a minimum distance of 200-feet from any residential use or zoning district

3. An 8-foot tall masonry wall shall be installed on the north and west sides of the property. The wall shall be screened with landscaping that complies with Article 9: Landscaping of the Land Development Regulations. The wall and landscaping shall be installed prior to the issuance of a Certificate of Occupancy;
4. An approved TXDOT permit shall be required for modifications to the existing curb cuts;
5. Sidewalks shall be omitted from the plans;
6. The photometric plan shall be revised to meet the Land Development Regulations, Article 7: Lighting;
7. All comments from the Texas General Land Office under 19BF-054 shall be met;
8. Grading outside the footprint of the structure is prohibited on the east side, according to The Texas General Land Office. The east side shall be limited to repairing the existing paving and pouring 4-inches of concrete in this area;
9. The plan shall include stacking parking spaces three per pump;
10. All underground storage tanks for flammable and combustible liquids shall comply with Chapter 57 of the International Fire Code (IFC);
11. All motor-fuel dispensing facilities shall comply with Chapter 23. The applicant must provide documentation (for approval) that this property complies with the IFC, as adopted and amended by the City of Galveston;
12. The applicant shall obtain necessary permits and comply with all City Codes;
13. All fuel dispensers/charging stations shall meet FEMA regulations;
14. The construction of the project shall begin within six months from November 14, 2019, date of approval, and shall be completed no later than 15 months (approximately February of 2021) from the date of approval. If the project has not begun within six month or is not completed within 15 months, the City Council shall have discretion to extend the time period if sufficient cause is determined;

Standard Conditions of a Planned Unit Development (PUD):

15. The applicant shall adhere to all comments/conditions received from City departments;
16. 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;
17. The proposed project must comply with all signage requirements per Article 5 of the Land Development Regulations;
18. The development shall adhere to all landscaping requirements per Article 9 of the Land Development Regulations; and,
19. The applicant shall submit for approval all plans to the Development Services Department for compliance with all City codes.

SECTION 4. The zoning classification for this property shall be changed to Commercial Zoning (C), PUD overlay and shall be designated as C-PUD on the zoning maps of the City of Galveston, subject to the conditions set forth in **Section 3** above.

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

SECTION 7. 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 8. 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:

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 an Ordinance adopted by the City Council of the City of Galveston at its Regular Meeting held on November 14, 2019, 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 _____, 2019.

Secretary for the City Council
of the City of Galveston



19P-047

STAFF REPORT

ADDRESS:

11128 San Luis Pass Road

LEGAL DESCRIPTION:

Property is legally described Part of Lot 460 (460-8) Trimble and Lindsey Section 1, in the City and County of Galveston, Texas.

APPLICANT/REPRESENTATIVE:

Alfio Fichera and Ted Shook

PROPERTY OWNER:

Alfio Fichera and Ted Shook

ZONING:

Commercial, Height and Density Development Zone, Zone- 6 (C-HDDZ-6)

REQUEST:

Planned Unit Development (PUD)

STAFF RECOMMENDATION:

Approval with Conditions

APPLICABLE ZONING LAND USE

REGULATIONS:

Article 4 of the Land Development Regulations (LDR)

EXHIBITS:

- A – Aerial Map
- B – PUD Plan/Narrative
- C – Plans associated with the PUD
- D – Limited Use Standards for “Auto Service/Fueling or Charging Station”
- E – Topographic Survey
- F – Texas General Land Office comments
- G – Area Calculation

STAFF:

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

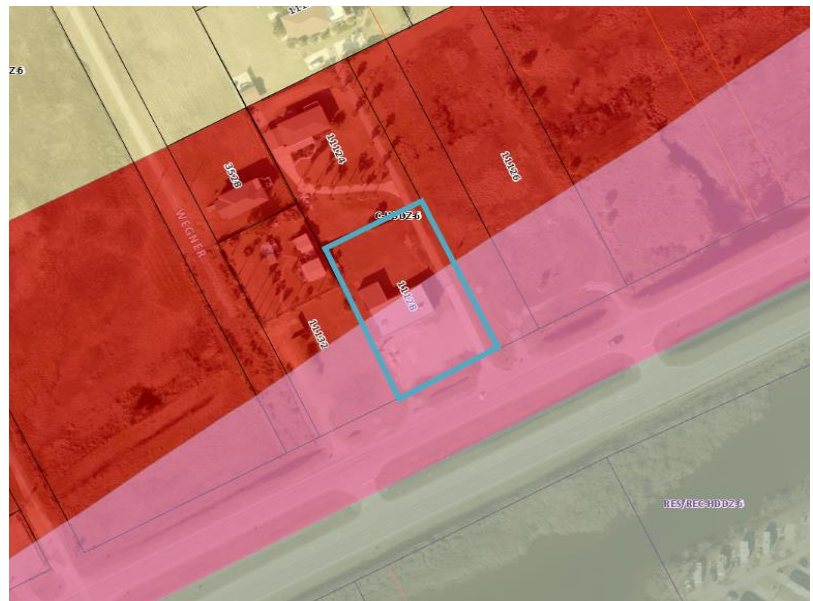
City Department Notification Responses:

No Objections with comments on page three.

Public Notice and Comment:

Sent	Returned	In Favor	Opposed	No Comment
10	2		2	

Per Section 13.808 of the Land Development Regulations and state law, written public notice of this request is required. Public notices are sent to all property owners within 200 feet of the subject site and are sent to the address on file with the Galveston Central Appraisal District.



Executive Summary

The intent of the request is to deviate from the following regulation:

1. Limited Use Standard that requires the following:

Minimum Distance from Residential: The use shall be located a minimum of 200 feet from any residential use or residential zoning district boundary, measured as a radius from the property lines of the limited use. The subject property is directly adjacent to residential land uses to the north and west.

Site Details

The subject site is a .80-acre parcel located on the north side of San Luis Pass Road with an existing structure that has been vacant for more than 15 years. The proposal is to make the existing structure a convenience store and to add three gasoline dispensers with a canopy over them. The canopy and gasoline dispensers are proposed to be located on the south side of the property in front of the existing structure. The south side of the property is approximately 873 feet from the Mean High Tide.

The Height and Density Development Zone, Zone-6, is an overlay for commercial properties that promotes development and redevelopment that meets community objectives and supports an overall future vision for the island; this overlay involves design requirements such as massing, building orientation, and wall plane articulation. Since the structure is existing, the Height and Density Development Zone, Zone- 6, overlay would not apply.

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.

Compatibility with Base and Surrounding Zoning and Land Uses

The proposed use of “Auto Service/Fueling or Charging Station” is a Limited (L) land use in the Commercial (C) zoning district. The surrounding land uses within the 200-foot boundary are residential uses in a Commercial (C) zoning district. However, the Limited Use Standard regarding distance from residential applies to a residential zoning district and a residential land use, so the buffer does apply.

The properties to the east, west and north are zoned Commercial (C). The Commercial (C) zoning district is 2,130 linear feet to the west and down Seawall Boulevard to the east end of the Island. The surrounding area is zoned Commercial (C) in order to allow businesses on the west end that serve the west end residents.

The applicant is proposing a wood fence along the west side of the property. Staff recommends a masonry type wall with landscaping on the north and the west sides of the property to buffer the commercial use from the residential use.

Ability of the Property to be used under Current Zoning

The subject site is zoned Commercial (C). The intent of this zoning district is to accommodate a wide range of retail, service, and office uses. The convenience store is an outright permitted land use in the Commercial (C) zoning district, but once the fuel pumps are added the use is then considered “Auto Service/Fueling or Charging Station” and is a limited land use with limited standards. The only standard that cannot be met is the Limited Standard number two. Please reference below:

2. Minimum Distance from Residential: The use shall be located a minimum of 200 feet from any residential use or residential zoning district boundary, measured as a radius from the property lines of the limited use.

**PUD Details
/Development Plan**

The purpose or intent of the PUD	To deviate from the limited use standard that requires a minimum distance of 200-feet from any residential use or zoning district.
PUD Land Uses	“Auto Service/Fueling or Charging Station” land use is Limited (L), permitting the land use provided all of the Limited Use Standards are met. In this case, the “Auto Service/Fueling or Charging Station” is not able to meet one limited use standard that requires a distance of 200-feet from any residential properties or zoning district. There are two residential properties adjacent to the subject property and one property that is 75-feet measured property line to property line. The approximate distance from the residential structures to the area where the pumps are purposed to be located is: West structure: 176-feet North Structure: 349-feet Northwest Structure: 298-feet
Density	The existing site is a 34,500 square-foot lot. Existing structure 4,262 square-feet Pumps and canopy 1,824 square-feet Increase in lot coverage 6,086 square-feet The total lot coverage on the lot with existing and new structures is 17%. The density is one commercial unit.
Building Height	Canopy 18feet 6inches from grade.
Building Setbacks	The existing structure is 88feet from the front property line. No changes will be made to the location of the existing structure. The canopy Setbacks: 50-Feet East Side 30-feet from the West Side 10-feet from the front property line. Shown in (Exhibit C, page C.100).
Limits of Construction	▪ Three (3) gas pumps ▪ One (1) 1,824 square-foot canopy over the pumps ▪ In ground gasoline tanks ▪ Water and air station ▪ 8-inch thick concrete over in ground tanks. General Land Office comments: ▪ The area inside the footprint of the structure may be graded and new concrete poured with 8-inch thick concrete over the pumps and 6-inch concrete inside the footprint of the structure. The area outside of the footprint may not be graded but may be repaired and concrete can be installed to meet the Land Development Regulations of 4-inches thick. ▪ New 6-inch curb on the west side but 4-inches on the east side, since it is outside of the footprint of the structure.

	▪ Perimeter landscaping beds to screen the right of way along San Luis Pass with trees and shrubs. ▪ Lighting will be wall and canopy mounted. ▪ Dumpster with 7-inch thick concrete and fencing. (This area is outside the 1000 Mean High Tide) ▪ All new construction will meet The Texas Accessibility Standards (TAS) and FEMA requirements. ▪ One detached pylon sign. (to meet regulations) ▪ No additional deviations from the regulations were proposed. Staff will review the permit at the time of submittal for compliance with all City regulations. Please reference (Exhibit C, page C. 100).
Building Elevation	The property is located in a VE-16 Flood Zone. Please reference (Exhibit E, Topographic Survey) The structure is existing and according to the Topographic survey located approximately seven feet above sea level. During the permitting process the gas pumps must be: Reasonably safe from flooding. - Anchored. - Constructed with materials and methods to minimize flood damage. - Designed and/or located to prevent water from entering or accumulating within electrical, heating, ventilation, plumbing and air conditioning equipment. - Not raise the BFE by more than 1 foot. - Additionally, any development in a VE zone must also: - Be located landward of the reach of mean high tide - Be elevated so that the bottom of the lowest horizontal structural member is elevated to or above BFE.
Vehicular Parking	There are 4,262 total square feet of space with 1,600 square-feet of that being office and storage. Making the store a total of 2,662 square feet. The parking requirement is for nine spaces. There are 12 parking spaces proposed including one-handicap parking space. Around the pumps the stacking parking space requirement is three per pump. These spaces were not included in the submitted plans. The stacking spaces will need to be included in the building permit submittal.
Pedestrian Access	Sidewalks are listed on the plans. However, along San Luis Pass, there is not a pattern of sidewalks. With the large ditch there is no space for sidewalks. The proposed sidewalk will be omitted from the plan.
Streets and Circulation	The existing curb cuts along the south side of the property will remain. The applicant will need to contact TXDOT for the construction of the curb cut on the west and the repaired

	curb cut on the east entrance. These two curb cuts will provide the vehicular entrance and exit on the site.
Screening and Landscape	The applicant will use Live Oak trees every 25-feet and shrubs, from the approved planting list, planted 4-feet on center along San Luis Pass in accordance with Article 9: Landscaping. A wood fence is being proposed along the west side of the property and the existing fence on the north side would remain. (Exhibit C, page C 100). <i>Staff recommends that a solid masonry type wall with landscaping be located along the north and west sides of the property to help buffer the use from the residential uses.</i>
Environmental protection	All permits for the fuel stations must meet City and State regulations.
Signage	A pylon sign is being proposed for the southwest corner of the site and wall mounted signage on the building. All signage will meet Article 5, Sign Regulations and proposed signage will require separate sign permits.
Lighting	The narrative mentioned that the lighting fixtures would be wall and canopy mounted. A photometric plan was submitted. However, the lighting measurement exceeded the Land Development Regulations, Article 7, requirement for the light measurement to be .3 foot-candles at the adjacent property line. The applicant has not provide a revised photometric plan. A corrected photometric plan will be submitted at the time of permitting. (Exhibit B Narrative)
Phasing or Scheduling	The applicant will begin construction 60days from the date of permit approval. The applicant will complete the project within 18months from the start date.
Unique characteristics or exceptional circumstances	The property has an existing structure on the site that has been vacant for many years. The front part of the property is within 1000 – feet of the Mean High Tide requiring review by the Texas General Land Office.

**City Department
Comments:**

City Public Works Engineering: They will need a TXDOT permit for any construction they plan to make to the ROW and they must provide a drainage and pavement plan during the building permit process.

City Fire Marshal: Underground storage tanks for flammable and combustible liquids shall comply with Chapter 57 of the International Fire Code (IFC). Additionally, motor-fuel dispensing facilities must comply with Chapter 23. The applicant must provide documentation (for approval) that this property complies with the IFC, as adopted and amended by the City of Galveston.

City Building Division: The fuel pumps shall comply with the City Flood Damage Prevention Ordinance and FEMA regulations.

Criteria for Approval

Per Section 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 of Galveston 2011

Comprehensive Plan and other adopted neighborhood plans, special area plans, redevelopment plans, or other plans applicable to the area;

- a) The 2011 Comprehensive plan in LU- 2.9 Create Neighborhood and Village Centers on the West End to Provide for the needs of the West End Residents. To provide neighborhood-serving commercial services and facilities on the West End to meet the needs of existing and future residents, the City should explore ways to promote the clustering of uses in compact, conveniently located Traditional Neighborhood Centers and Traditional Village Centers. Clustering uses in a series of such centers, generally on the north side of FM 3005, can serve multiple objectives—strip commercial development can be avoided, auto trips can be limited, and impacts to scenic and natural resources can be minimized.
2. The proposed zoning is consistent with the future land use map of the City of Galveston 2011 Comprehensive Plan (a future land use map amendment may be processed concurrently with the rezoning);
 - b) The proposed changes will not change the base zoning of Commercial (C). By allowing the applicant to deviate from the Limited Use Standard will not change the zoning and any future land uses on this property, except the allowance of an “Auto Service/Fueling or Charging Station” to operate here. The addition of the three gas pumps and canopy complies with the land use map with the existing Commercial (C) zoning.
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;
 - c) All water, wastewater and other utilities are existing. The new development would not impact public service or access in this area. No objections were submitted by any City Departments.
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 Regulations including parking and buffering requirements;
 - d) The range of land uses will remain the same if the PUD is approved. However, staff finds the six-foot wood fence with landscaping not to be sufficient to buffer the gas station from the adjacent residential properties. Staff recommends an eight-foot masonry type wall be installed with landscaping to provide a more substantial buffer from the residential properties. The property is 34,500 square-feet, which is large enough to provide for reasonable development. The gas pumps are to the front of the property, which will also be a minimum of 176- feet away from the closest residential structure.
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.

- e) The west end does not have many gas stations that serve the residents. The closest gas station to the east is one-half mile at the Cove View intersection and to the West the closest gas station is four miles away at 12 Mile Rd. The addition of another gas station would help serve the residents between these two existing gas stations.

Other Reviews

Planning Commission at their regular meeting on October 8, 2019, voted to recommend approval of this request with the following added condition:

- All lighting shall be directed to the south away from the adjacent residential properties in order to minimize light trespass.

Staff Recommendation

The purpose of the requirement to maintain 200-feet from a residential property is for fire safety and the reduction of noise and fumes onto the residential properties. The applicant has proposed a six-foot wood fence on the west side of the property to buffer the adjacent properties. However, staff finds the proposed wood fence would not be sufficient to buffer the residential properties. An eight-foot tall masonry type wall on the north and west sides of the property with landscaping in front of the wall would better protect and screen the adjacent residential properties. Staff recommends approval of the request with the following conditions:

Specific Conditions:

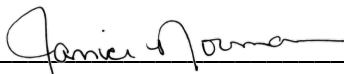
1. Construction must conform to the site plan and design details included with the PUD application and ordinance, and adhere to any modifications as approved by City Council;
2. Granting of a PUD zoning district shall not relieve the developer from complying with all other applicable sections of the 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 deviate from the limited use standard that requires a minimum distance of 200-feet from any residential use or zoning district;
3. An 8-foot tall masonry wall shall be installed on the north and west sides of the property. The wall shall be screened with landscaping that complies with Article 9: Landscaping of the Land Development Regulations. The wall and landscaping shall be installed prior to the issuance of a Certificate of Occupancy;
4. An approved TXDOT permit shall be required for modifications to the existing curb cuts;
5. Sidewalks shall be omitted from the plans;
6. The photometric plan shall be revised to meet the Land Development Regulations, Article 7: Lighting;
7. All comments from the Texas General Land Office under 19BF-054 shall be met;
8. Grading outside the footprint of the structure is prohibited on the east side, according to The Texas General Land Office. The east side shall be limited to repairing the existing paving and pouring 4-inches of concrete in this area;
9. The plan shall include stacking parking spaces three per pump;

10. All underground storage tanks for flammable and combustible liquids shall comply with Chapter 57 of the International Fire Code (IFC);
11. All motor-fuel dispensing facilities shall comply with Chapter 23. The applicant must provide documentation (for approval) that this property complies with the IFC, as adopted and amended by the City of Galveston;
12. The applicant shall obtain necessary permits and comply with all City Codes;
13. All fuel dispensers/charging stations shall meet FEMA regulations;
14. The construction of the project shall begin within six month from November 14, 2019, date of approval, and shall be completed no later than 15 months (approximately February of 2021) from the date of approval. If the project has not begun within six month or is not completed within 15 months, the City Council shall have discretion to extend the time period if sufficient cause is determined;

Standard Conditions of a Planned Unit Development (PUD):

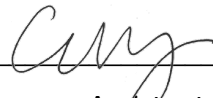
9. The applicant shall adhere to all comments/conditions received from City departments;
10. Any change or revisions to the adopted PUD Plan shall require an amendment to the PUD ordinance, which requires review by the Planning Commission and City Council. Minor additions and modifications to the approved 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;
11. The proposed project must comply with all signage requirements per Article 5 of the Land Development Regulations;
12. The development shall adhere to all landscaping requirements per Article 9 of the Land Development Regulations; and,
13. 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

10/22/2019
Date



Catherine Gorman, Assistant Director, HPO, AICP

10/29/2019
Date



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes.

It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

The data presented on these pages is not legally binding on the City of Galveston or any of its departments. These maps and the associated data are representations ONLY and may contain errors in the databases. Therefore, the information presented on this map is for informational purposes only and should not be construed to be legally binding.



Alfio Fichera & Ted Shook
127 Island Passage
Galveston, Texas 77554

August 22, 2019

City of Galveston
Building Department
823 Rosenberg St.
Galveston, Texas 77550

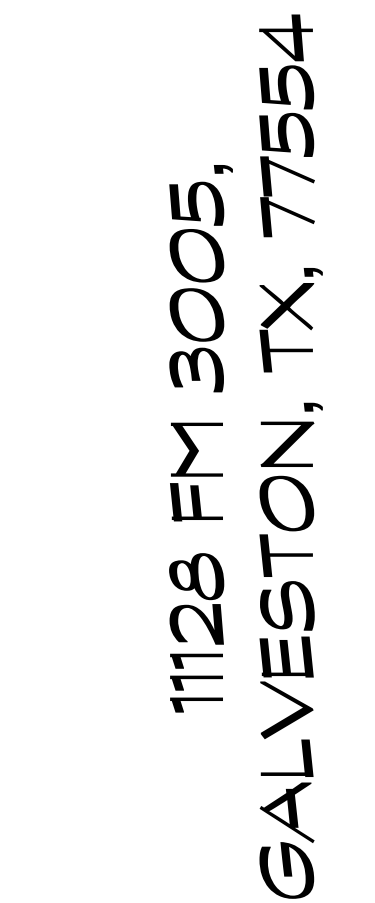
Re: 11128 San Luis Pass, Galveston, Texas 77554

PLANNING COMMISSION NARRATIVE

The following is in reference to the property located at 11128 FM 3005 in Galveston, Texas.

1. We will install a 5' tall wooden fence on the west side of the property continuous from front to back tying into the existing fence.
2. We will install landscaping adjacent to the fence from FM 3005 to the front corner of the west side of the building.
3. We will install landscaping along FM 3005 as per code.
4. The existing building is approx. 20' from the property line on the west side.
5. We are requesting a PUD to reinstall fuel tanks that were removed after Hurricane Ike that had been at this location for 20 years.
6. The existing building, which is 4,262 sq. ft., will not change in size or height. It is masonry construction and is 71' deep.
7. The house on the west property is built further behind our masonry building. This means the building and parking lot serve as a buffer.
8. There are approx. 3 houses within 1/4 of a mile of our property. To the east of the property, it is vacant commercial land.
9. The existing building height is 30' tall in the front and 14' in the rear. The building is zoned commercial.
10. The west side setback is 20' and the east side is 30'. The rear setback is 70' and the front setback is 90'.
11. Our construction will be limited to the front side of the building.
12. There will be 12 parking slots which will be constructed of concrete and asphalt. This is the same location as the past 20 years.
13. We will install new fuel tanks to replace the tanks that were removed.
14. The fuel tanks will be double walled and strapped underground.
15. The fuel tanks will meet all USTA (Underground Storage Tank Association) standards for safety and environmental protections.
16. The existing building's flood elevation will remain the same as it is "grandfathered."
17. The two existing driveways from FM 3005 will be used. There are no required sidewalks on FM 3005 that are west of 103rd Street.

18. We will build a metal canopy over the fuel pumps engineered to meet all City and windstorm codes and standards.
19. The canopy will be 76' long, 24' deep and 18.5' off the existing grade.
20. The canopy will have LED ceiling lights that will comply with City lighting's standards.
21. The canopy and existing building will have a sign that complies with all City codes.
22. The canopy will be approx. 30' off the west property line, approx..50' off the east property line, and approx. 10' from the front property line.
23. There will be three sets of double fuel pumps (6 dispensers total).
24. The installation of all the above would be simultaneously done. The order of installation is the fuel tank pumps, then paving, fencing, landscaping and lighting.
25. The parking lot and fuel area's slope will match existing slope draining away from adjacent properties as it has over the years. It will drain into the ditch on FM 3005.
26. The rear of the property will remain as it is presently.

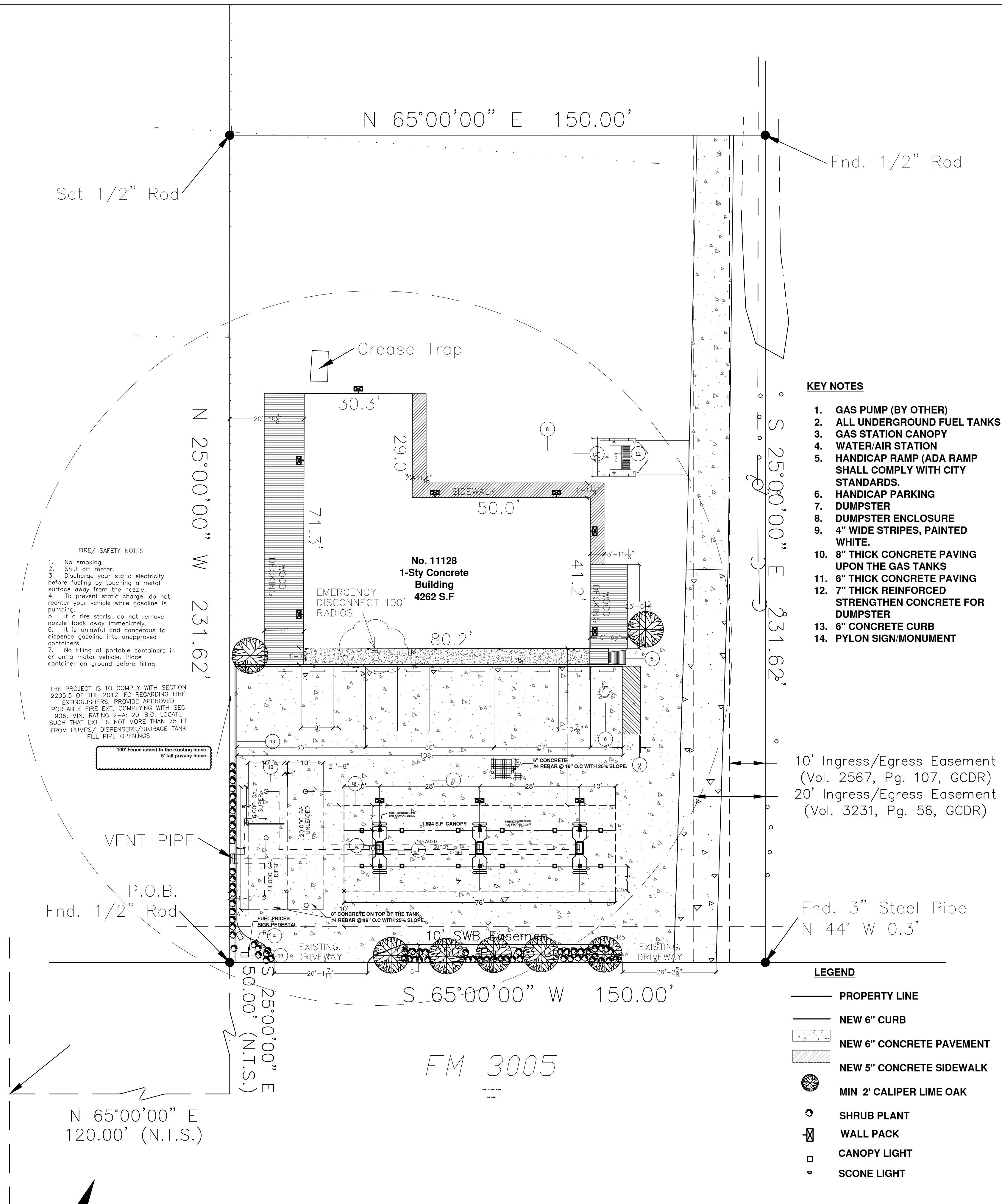


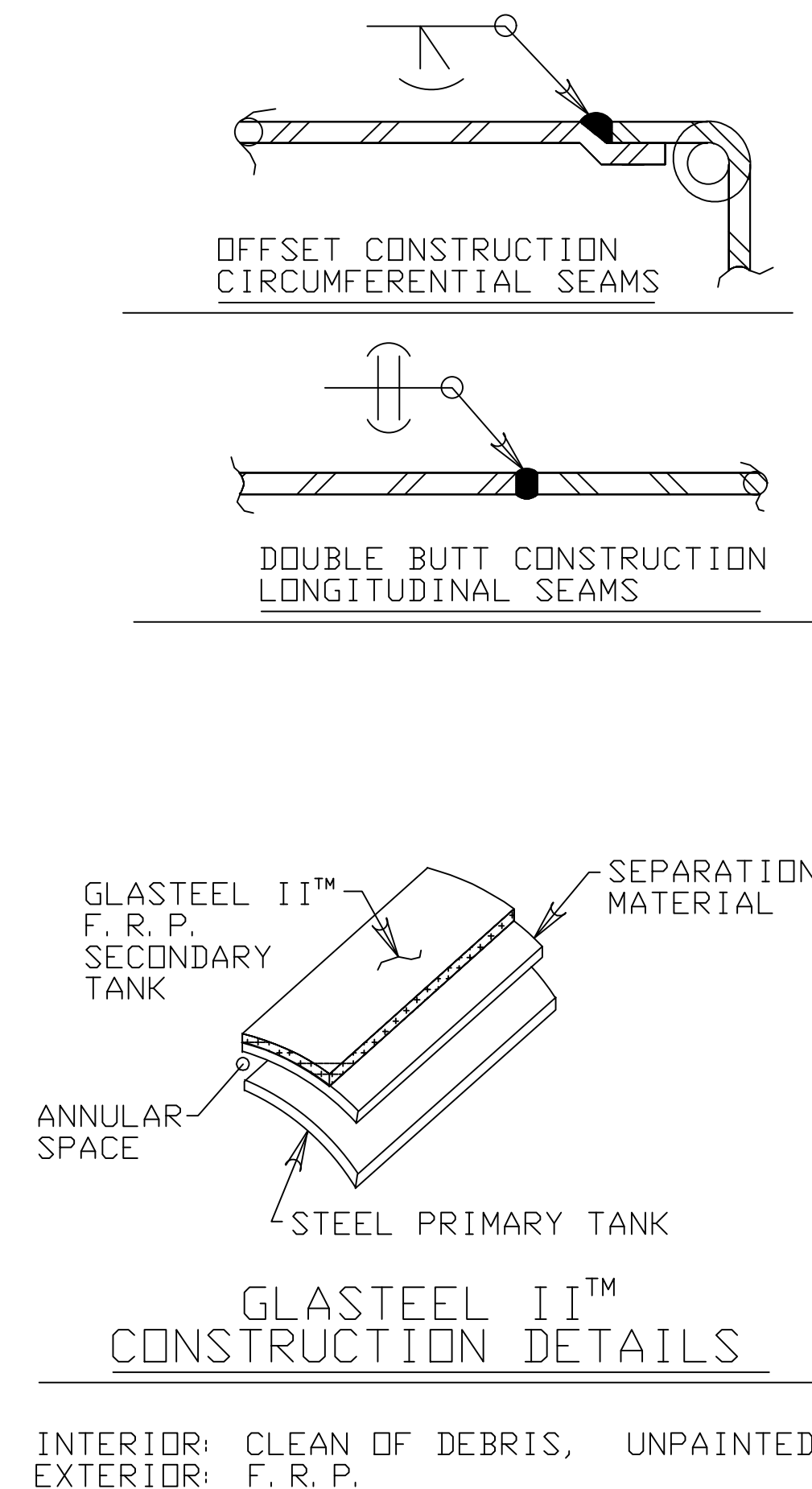
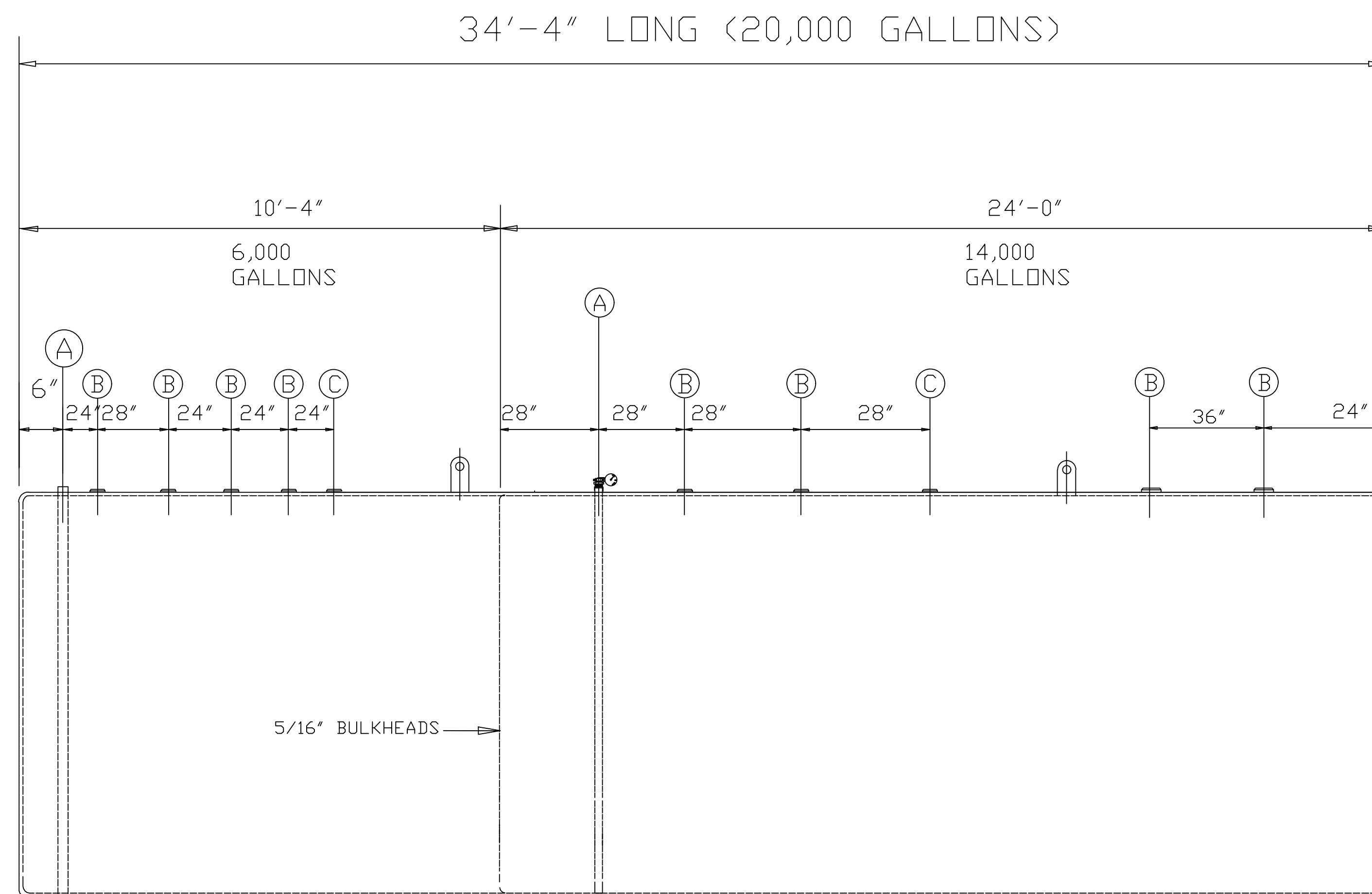
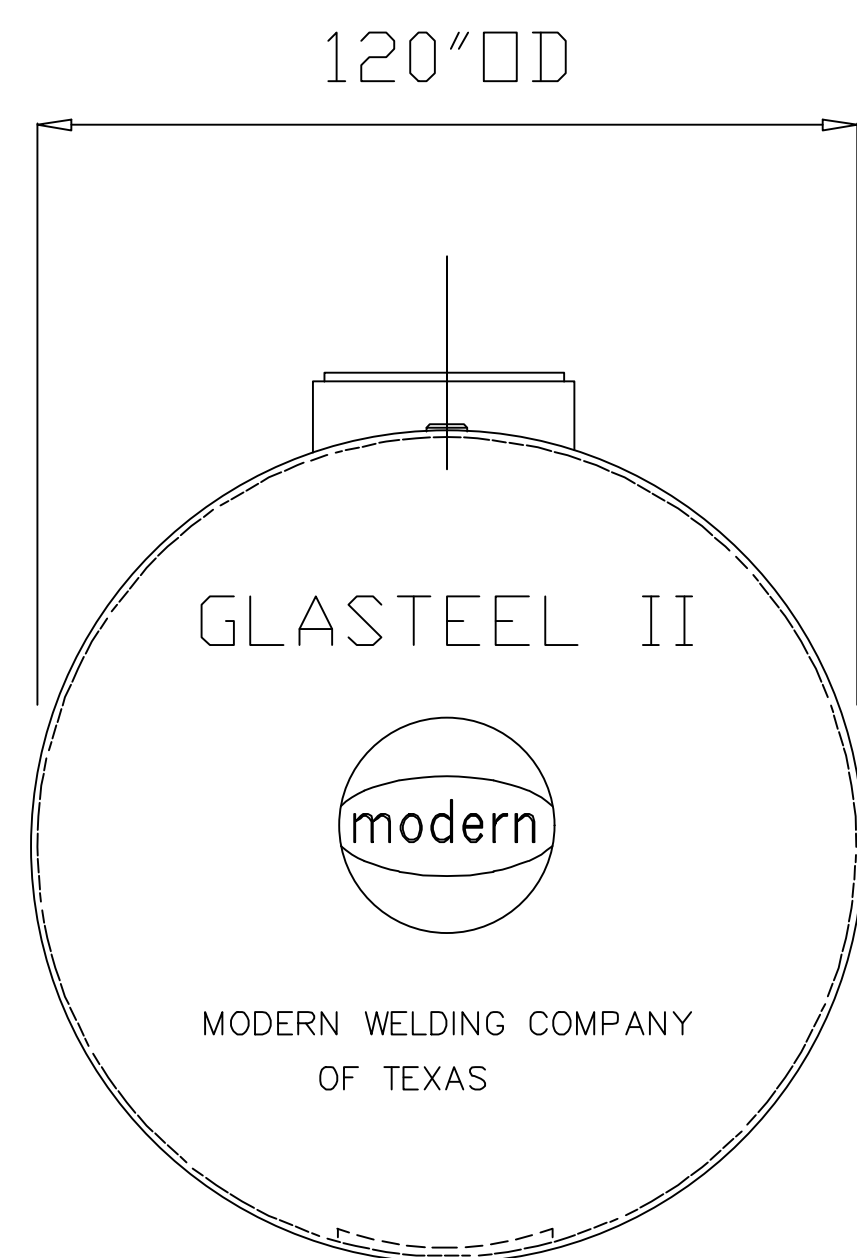
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C100

Scale $1/8" = 1'$





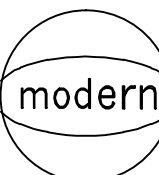
NOTE:
OPENING ARE 5" x 4" NYLON BUSHING

- TANK SHALL BEAR THE U.L. 1746 LISTING MARK FOR SECONDARY CONTAINMENT UNDERGROUND TANK FOR FLAMMABLE LIQUID STORAGE.
- TANK SHALL MEET THE REQUIREMENTS OF NFPA 30 & 31.
- TANK SHALL MEET THE REQUIREMENTS OF UFC.
- TANK SHALL MEET THE REQUIREMENTS OF SCAQMD METHANOL COMPATIBILITY RULE 1170.
- TANK SHALL HAVE 30 YEAR LIMITED WARRANTY.

THIS TANK ARRIVES AT THE JOBSITE UNDER VACUUM AND DOES NOT REQUIRE FURTHER INTEGRITY TESTS. IF JOBSITE AIR PRESSURE TEST REQUIRED, THE PRIMARY, (INNER) TANK MAY BE PRESSURIZED UP TO 5 P. S. I. THE SECONDARY (OUTER) TANK MAY BE TESTED BY VACUUM ONLY. THE OUTER TANK RECEIVES A 35,000 VOLTS. HOLIDAY TEST AT THE FACTORY.

MARK	REQ D	SIZE	TYPE	RATING	REMARKS
C	2	4"	FNPT		FILL
B	8	4"	FNPT		
A	2	2"	FNPT		MONITOR

SCHEDULE OF OPENINGS

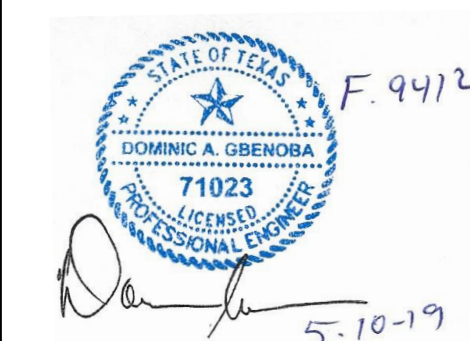
 MODERN WELDING OF HOUSTON, INC.



ADDRESS:

1128 FM 3005,
GALVESTON, TX, 77554

STAMP

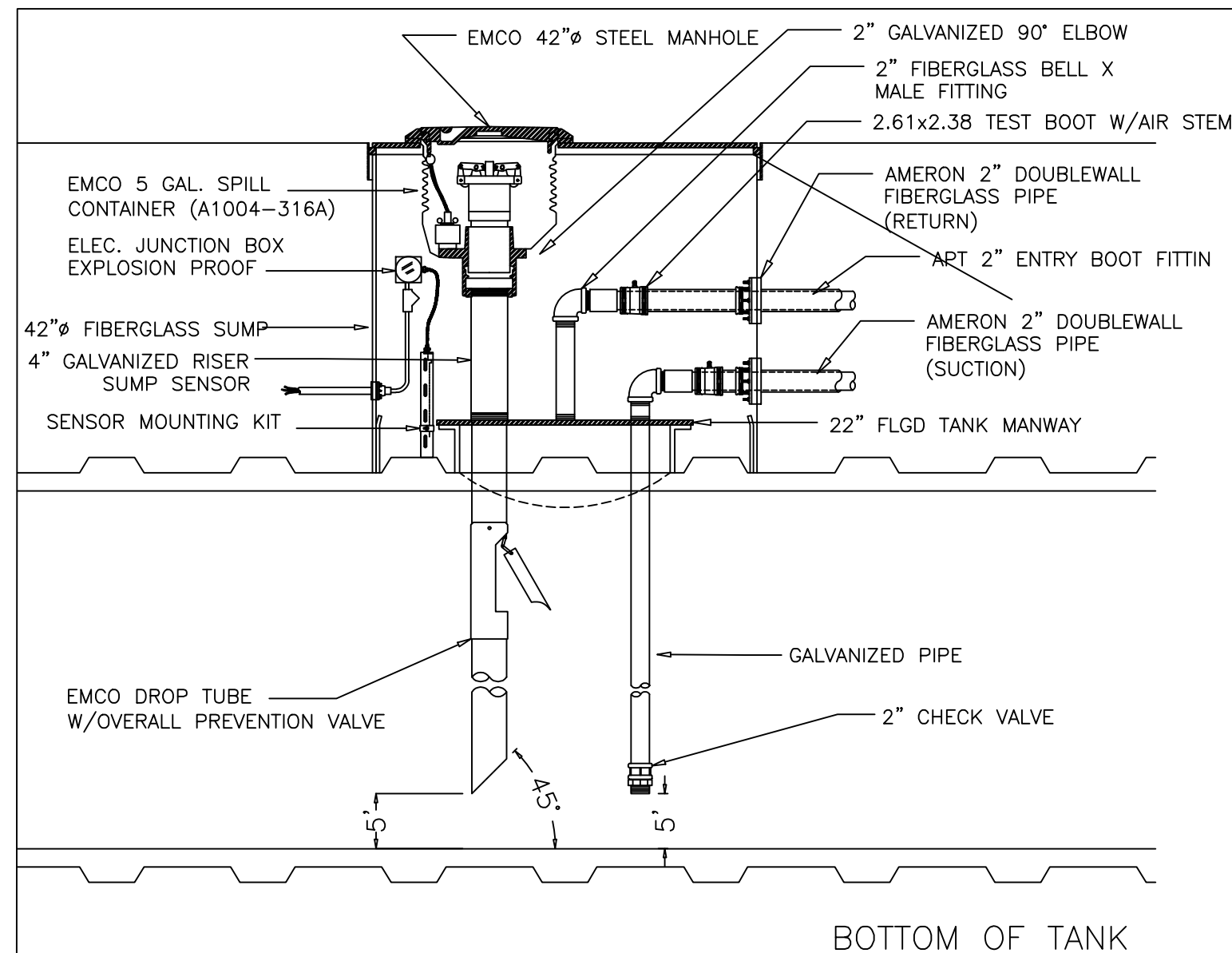


20,000 GALLON SPLIT
TANK
14,000 & 6,000
GALLONS

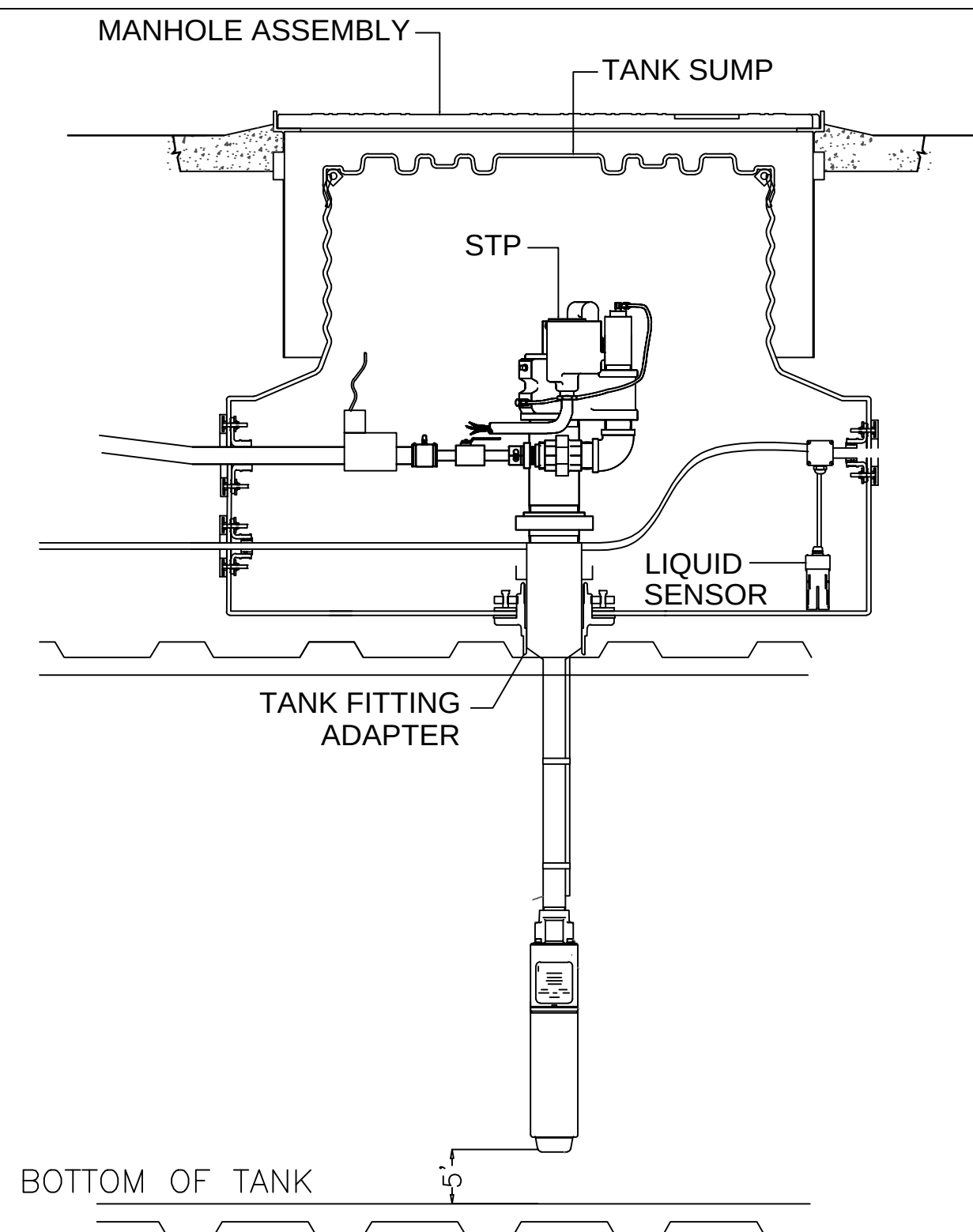
Project number 2019002
Date 7/19/2019
Drawn by
Checked by

F-2

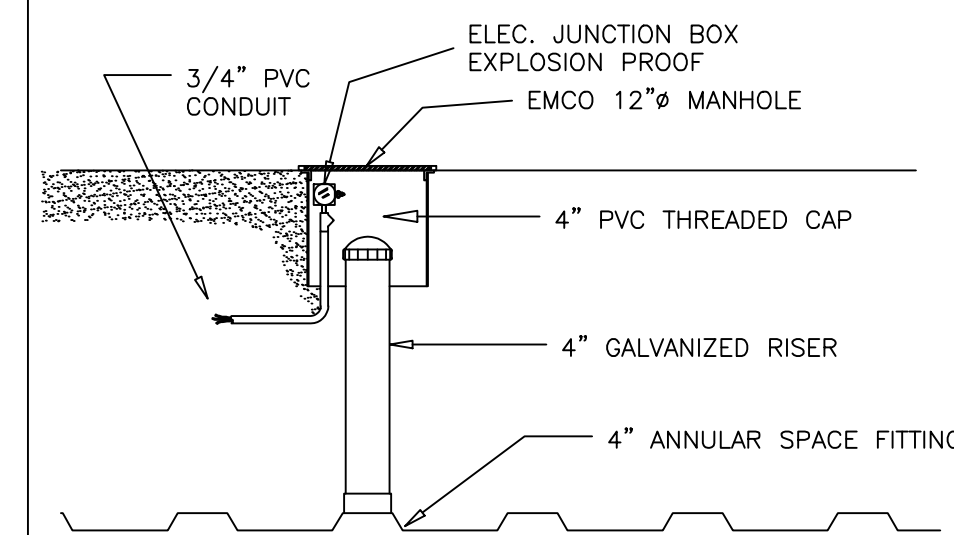
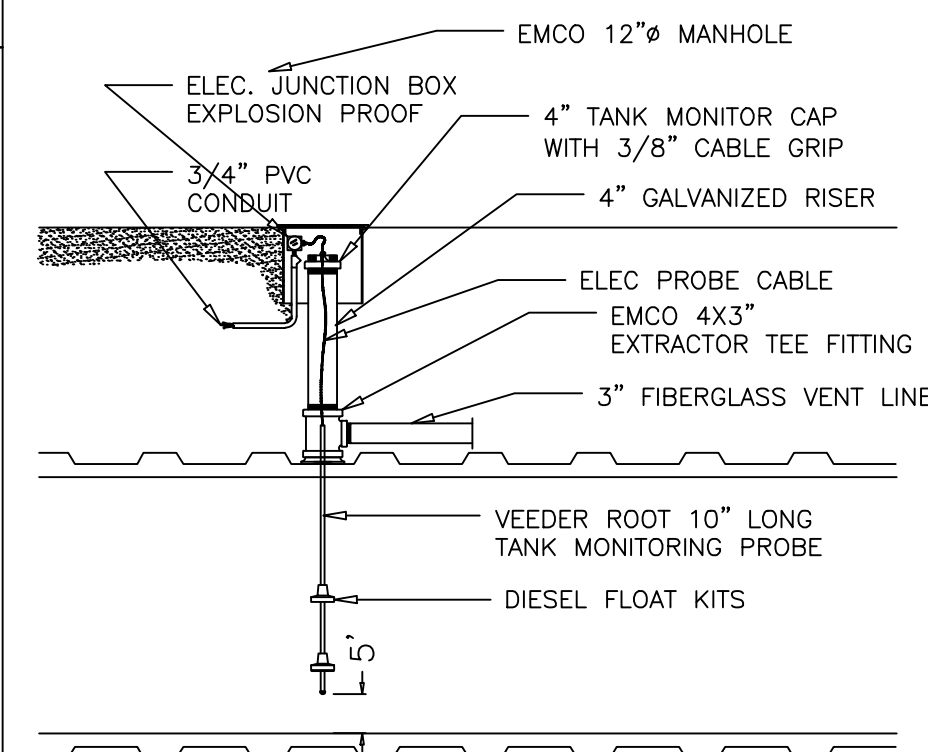
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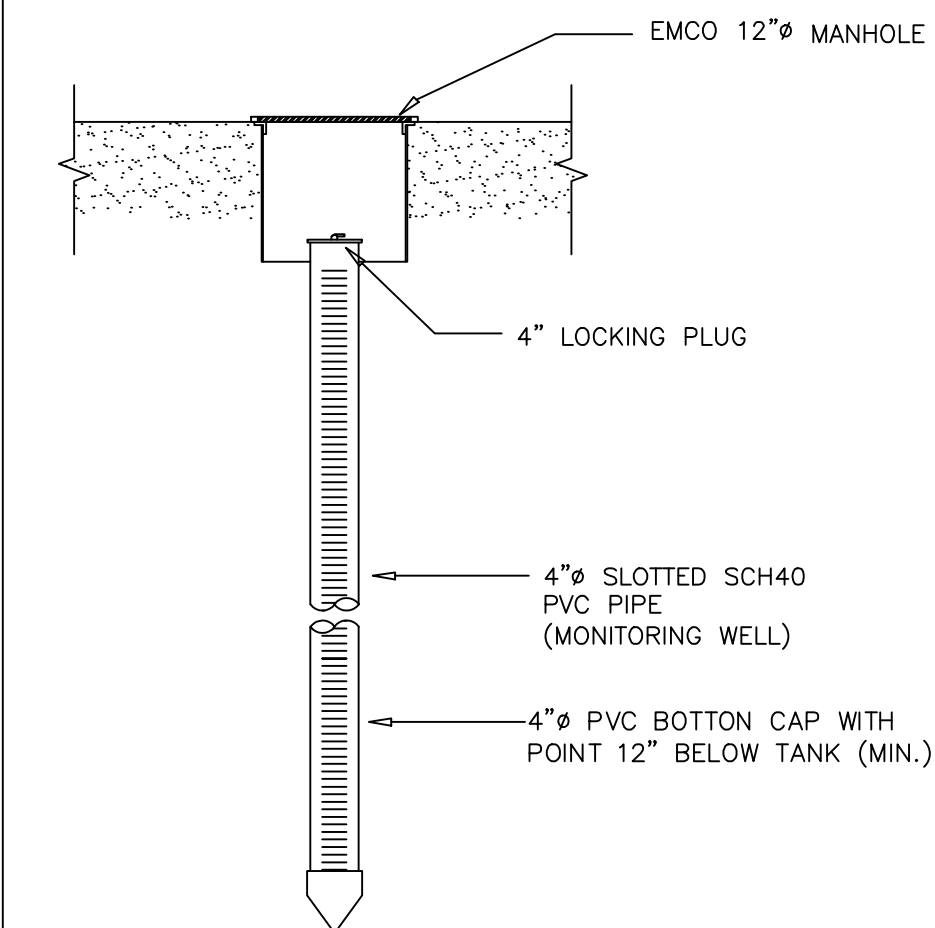
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NOT TO SCALE



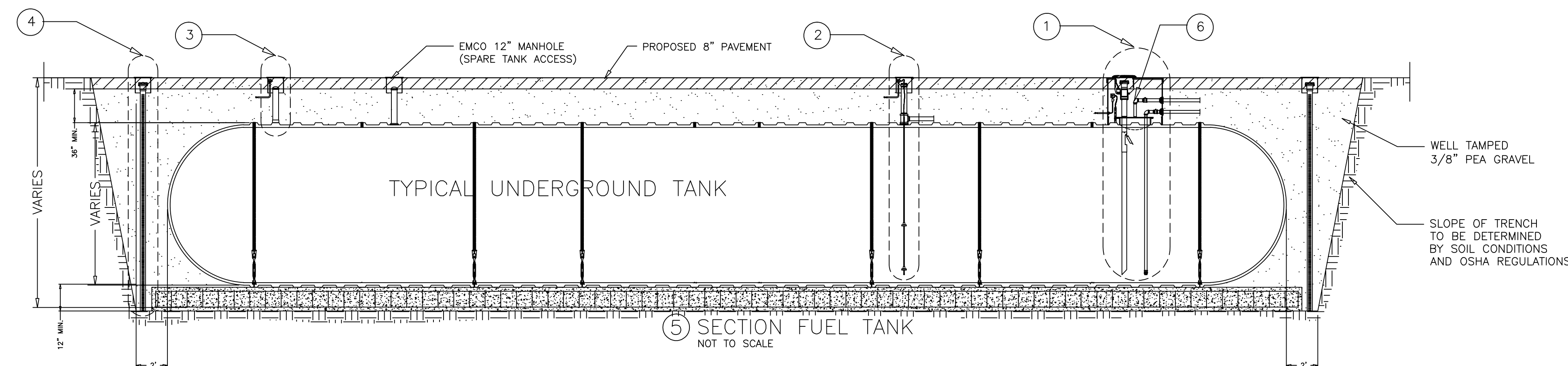
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NOT TO SCALE



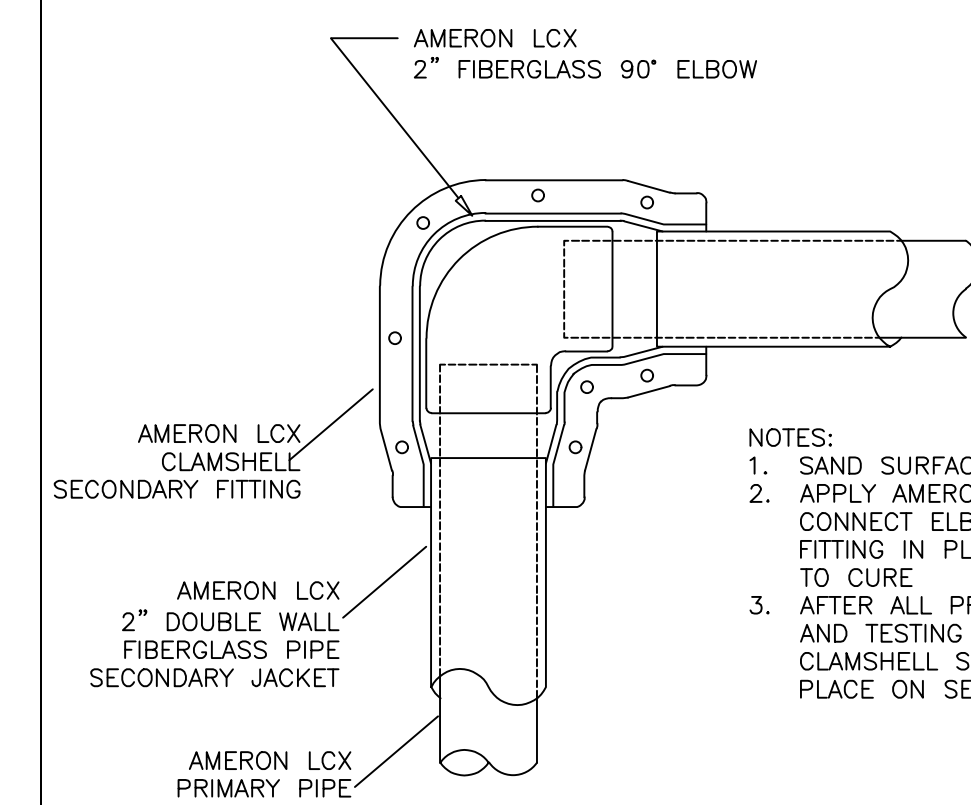
03 TANK ANGULAR SPACE MONITORING
NOT TO SCALE



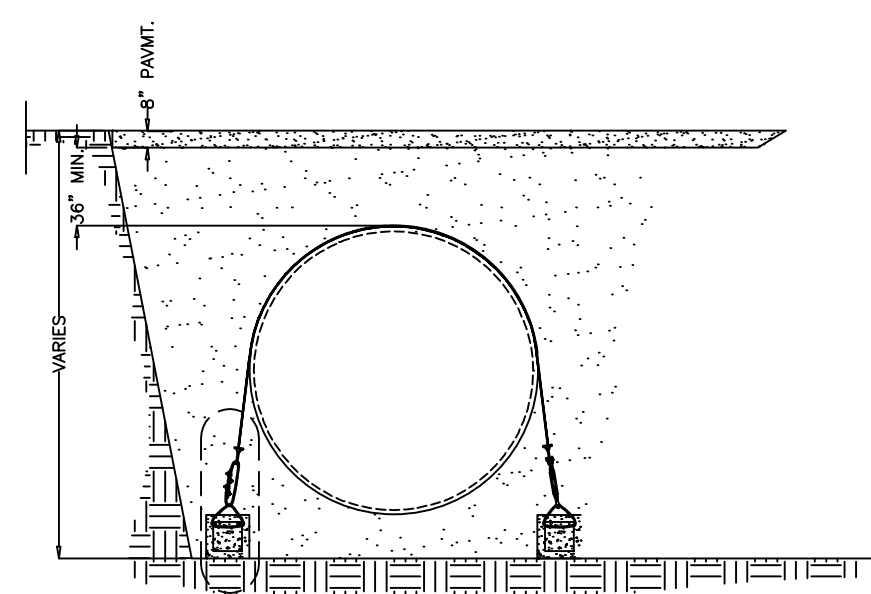
04 MONITORING WELL
NOT TO SCALE



05 SECTION FUEL TANK
NOT TO SCALE



06 TYPICAL FRP WALL FITTING
NOT TO SCALE

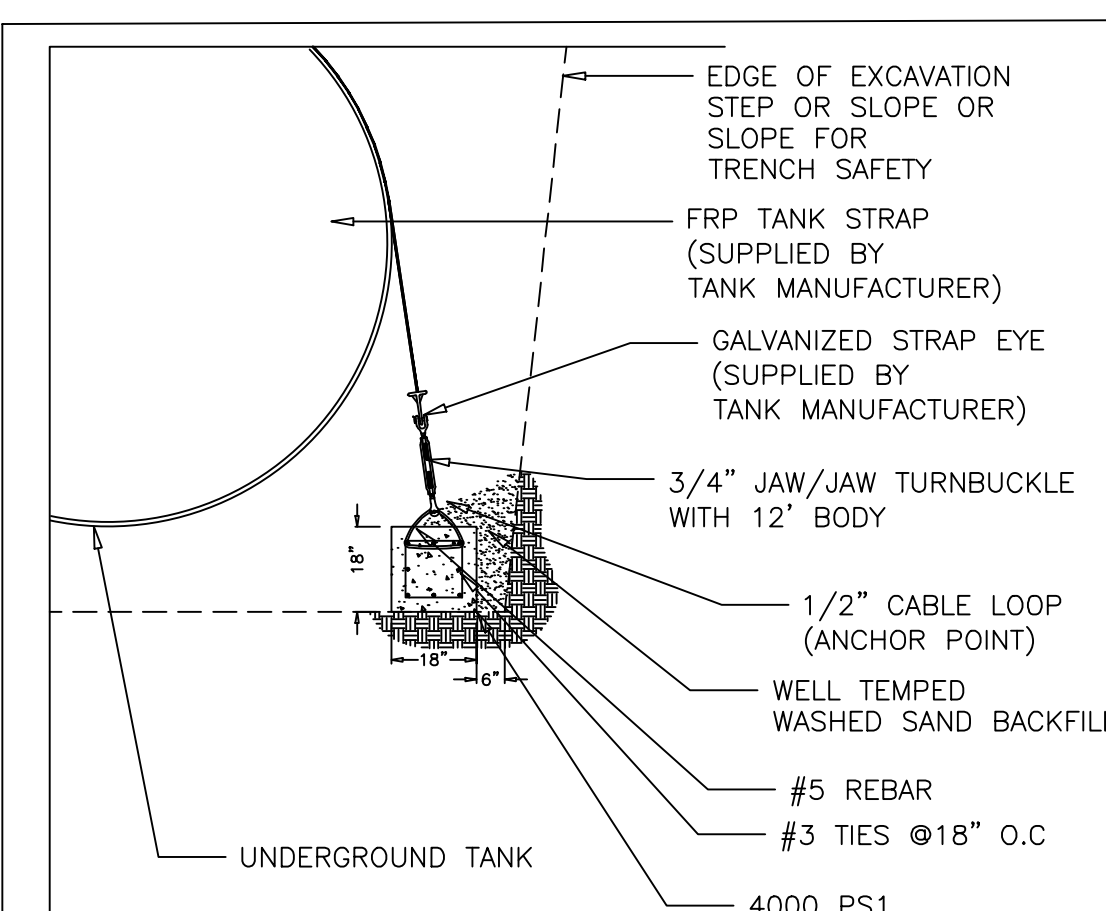


07 SECTION FUEL TANK
NOT TO SCALE

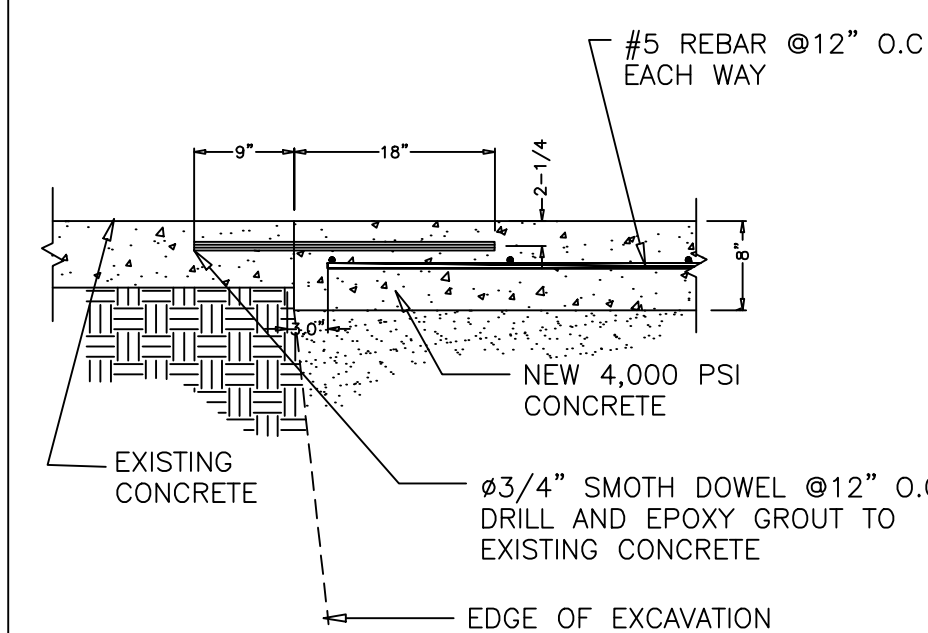
FLOOD PLAIN NOTE:
NO NET FILL IS ALLOWED IN THE FLOOD PLAIN AND NO FILL IS ALLOWED IN THE FLOODWAY
NO CHANGE TO EXISTING ELEV. ABOVE UNDERGROUND TANK

UST ELECTRICAL NOTES:

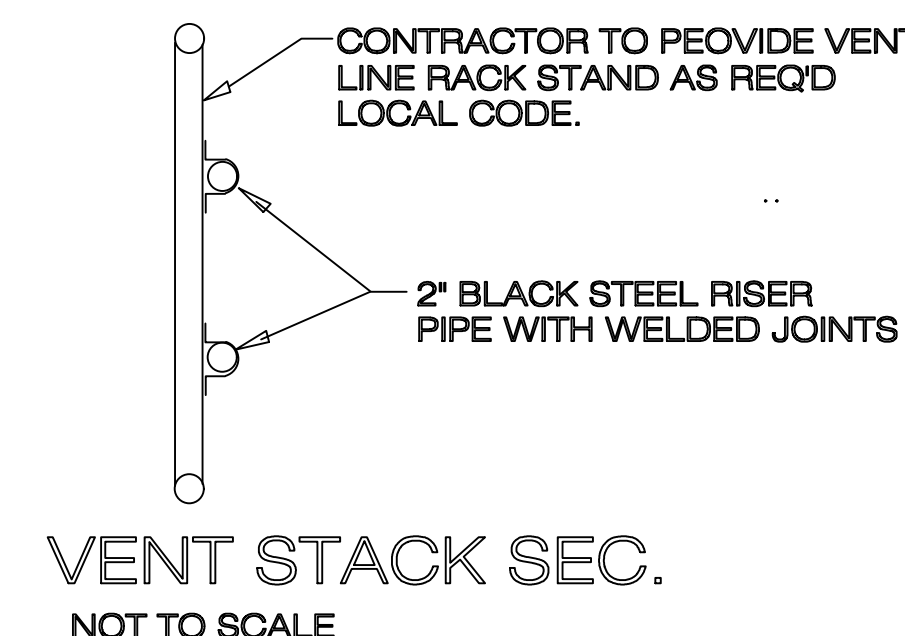
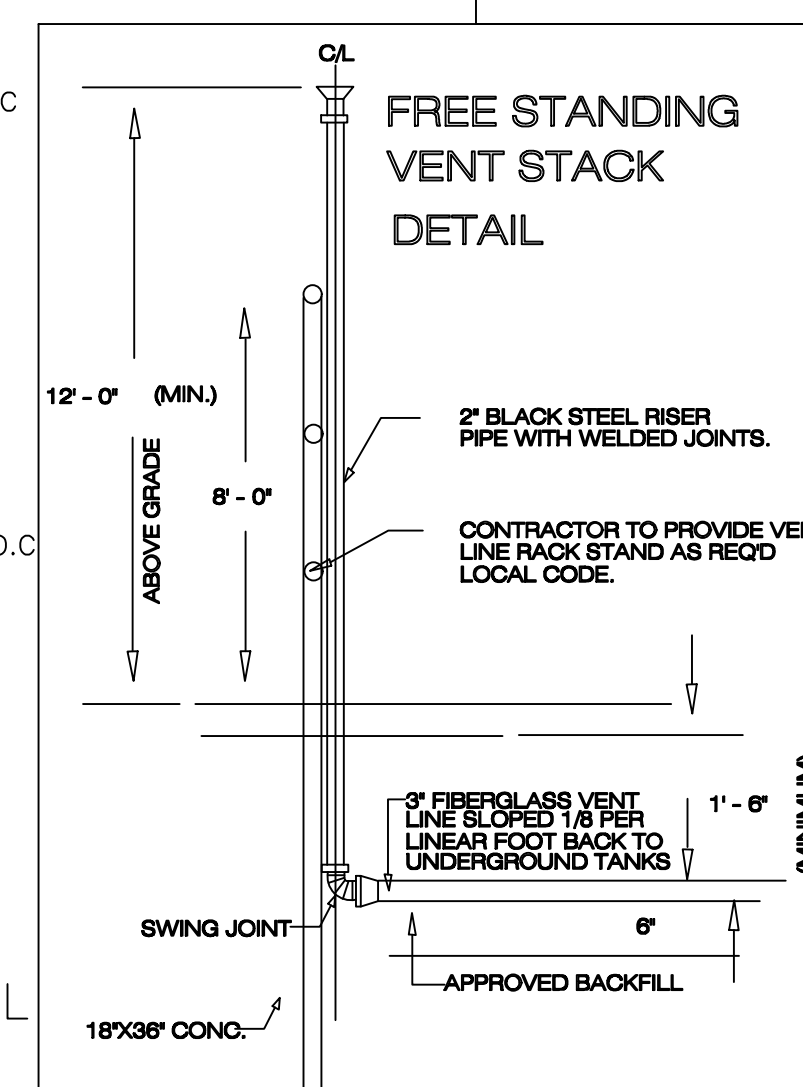
1. ALL WORK TO BE IN ACCORDANCE TO NEC 2014, INCLUDING ART. 501.5(A)CL.1, DIV.1 & (B) CL. 1 DIV. 2, ART. 502.5 CL.2 DIV.1 & 2.
2. ALL INSTALLATIONS IN ACCORDANCE WITH NFPA 70 AND 30A REGARDING PETROLEUM PRODUCTS AND FUELING SYS.
3. A LIC. ELECTRICIAN SHALL BE RESPONSIBLE FOR AND SUPERVISE ALL EL. WORK AT THE SITE.
4. CIRCUITS FOR DISPENSERS SHALL MEET DISCONNECT REQUIREMENTS OF NEC 514.1.



08 TURNBUCKLE ASSEMBLY
NOT TO SCALE

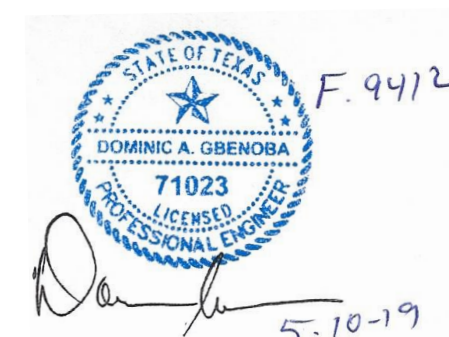


09 ABOVE TANK PAVEMENT DETAIL
NOT TO SCALE



ADDRESS:

STAMP



TYPICAL FUEL TANK DETAILS

Project number 2019002
Date 7/19/2019
Drawn by
Checked by

F-3

Scale 1/32" = 1'



Installation Instructions - Glasteel II Jacketed Steel Tanks

www.modweldco.com



INTRODUCTION

1.0 Proper installation is essential to the expected product life and performance on Modern's Glasteel II Underground Storage Tank. This tank must be installed in accordance with these installation instructions, the latest issue of N.F.P.A. 30 and 31 pamphlet, the PEI/RP-100 and local authorities having jurisdiction over underground tank installations and codes. Although the instructions are clear and precise, unexpected conditions often occur and thus prudent thought, coupled with extreme care become the proper procedure.

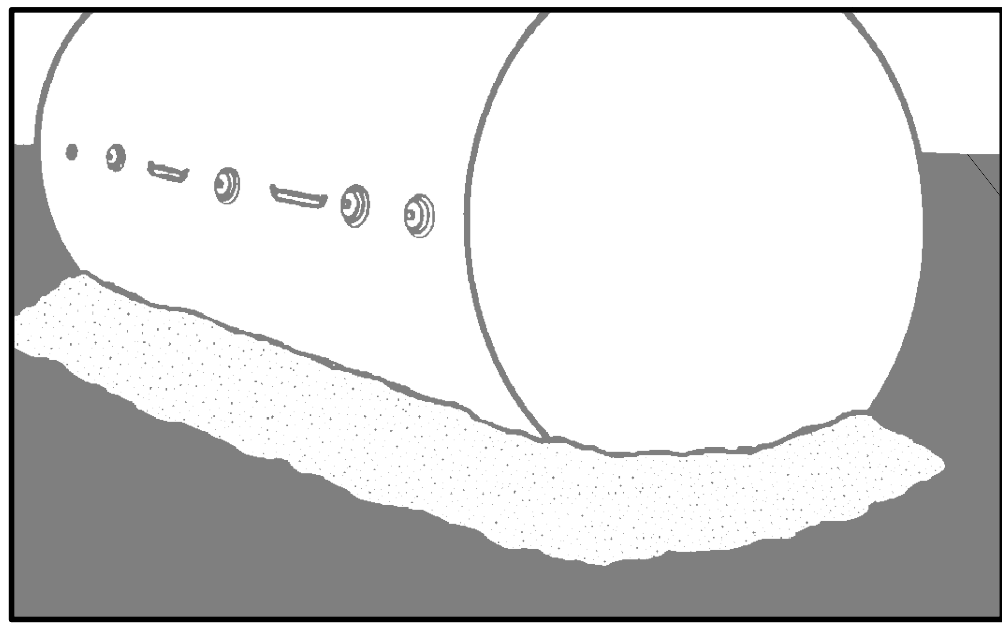
TANK HANDLING

2.0 Extreme caution shall be used when handling the tank. Do not drop or roll the tank.
2.1 Equipment to lift and lower the tank shall be of sufficient capacity to do so without dragging or dropping the tank.
2.2 The tank shall be lifted and lowered using the lifting lugs or lifting plugs provided. Cables or chains used shall be of adequate length. No circumstances warrant the use of chains or slings around the tank shell. Maximum angle of the sling shall be 60 degrees.

TANK STORAGE

3.0 If tank is stored on site prior to installation, a secure area shall be chosen. Special attention shall be placed in selecting the storage location to assure the absence of rocks and foreign objects that might cause damage to the tank exterior.

INSPECTION



4.0 Visually inspect the tank exterior for damage. Any extreme gouging or abrasion should be carefully reviewed and appropriate action taken.

4.1 Remove thread protectors and shipping plugs from all openings (except vacuum gage fitting assembly). Using compatible, non-hardening pipe sealant, install permanent metal plugs in all unused openings.
4.2 Refer to Modern Welding Company's publication, "Finishing Instructions" for proper installation of permanent coverings for unused openings and lifting lugs.
4.3 For Glasteel II tanks fabricated without dielectric isolation, (threaded nylon bushings or flange isolation kits) this tank must use either:
A) Non-metallic piping, or
B) Conductive piping must be isolated from the backfill material and any other metal or grounding device.

TESTING

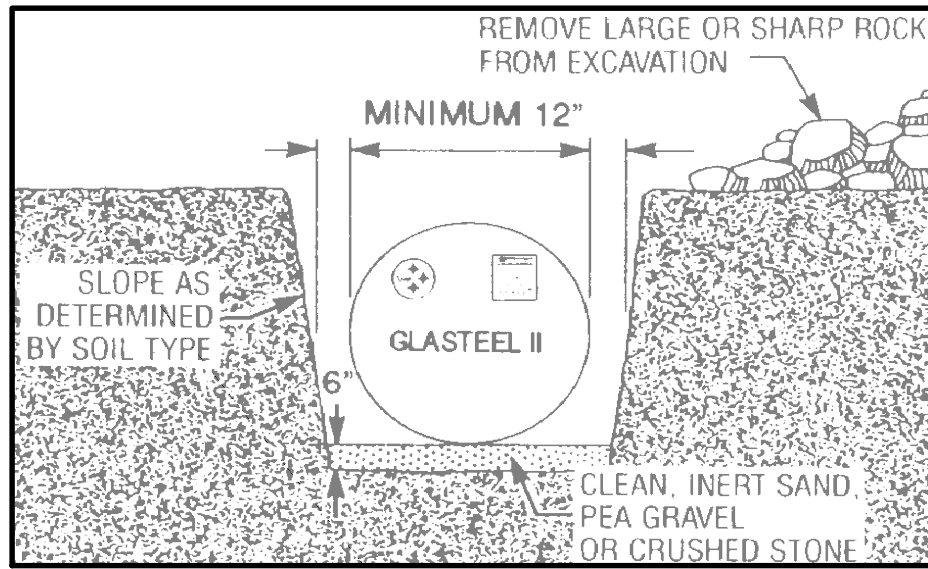
5.0 Glasteel II tanks are shipped with a vacuum gauge assembly which shows the amount of vacuum within the tank's annular space. Tightness testing shall be as follows:
1. Tank's initial vacuum must be a minimum of 12" Hg. (Use the higher vacuum reading on tank at time of delivery. Do not reduce vacuum.)
2. A test period of one hour shall be used.
3. If the initial vacuum reading remains the same or drops less than 1" Hg during the test period, the tank is considered tight.
However, if the vacuum reading drops 1" Hg or more, then additional testing shall be required:
1. The tank's initial vacuum shall be reestablished. This process may take several attempts until the vacuum stabilizes.
2. Restart the one hour test time.
3. At the end of the one-hour test duration, a vacuum loss of less than 1" Hg reading must be maintained.

NFPA-30,2008, Section 21.5.1 states, "All tanks shall be tested before they are placed in service."
NFPA-30,2008, Section 21.5.2.6.1 states, The interstitial space (annular) of such (secondary containment) tanks shall be tested in accordance with the manufacturer's instructions.

CAUTION: Do Not Pressure Test Interstitial (Annular) Space.
Note that fluctuations in interstice vacuum are caused by temperature and barometric pressure changes.
5.1 Installers / owners shall note and document the tank's interstitial (interstice) vacuum at the time of delivery to satisfy tank tightness requirements. Installers/Owners may leave the vacuum and vacuum gauge assembly on the tank to monitor for possible damage during the installation process. If the interstitial vacuum level changes significantly, investigate and contact the tank manufacturer.
5.2 Vacuum Gauge Assembly Removal: The interstitial precision tightness test gauge assembly is not for long term monitoring of the tank's interstitial (annular) space. This gauge assembly shall be removed when the backfill and associated piping is complete. This will confirm that no damage has occurred to the tank's secondary containment during installation. The annular space monitor opening shall be accessible at grade. This opening must be closed to the atmosphere and protected from external loads and movement.
5.3 Be sure to confirm that monitor pipe connection to tank and at grade are water and vacuum tight. It is recommended that monitor pipe grade access be locked and secured from tampering. This will prevent accidental introduction of water or product into tank's annular space.

EXCAVATION AND BEDDING

6.0 Glasteel II underground storage tanks are designed to withstand a maximum burial depth of 60". If a greater burial depth is required, contact the manufacturer.
6.1 The excavation shall be properly prepared and free from any material or objects that would cause damage to the tank exterior.
6.2 The bottom of the excavation shall be suitably graded and leveled. The foundation for the tank shall be a minimum of 6 inches of clean, inert, compacted sand, pea gravel, or gravel crushings. See chart in "Backfill Section for maximum and minimum sizes of backfill material."
6.3 There shall be a minimum of 12 inches from the outside edge of the tank to the inside edge of the excavation. This distance shall remain true for the entire perimeter surrounding the tank. Multiple tank installations will also require a minimum of 12 inches between tanks measured from each outside edge.

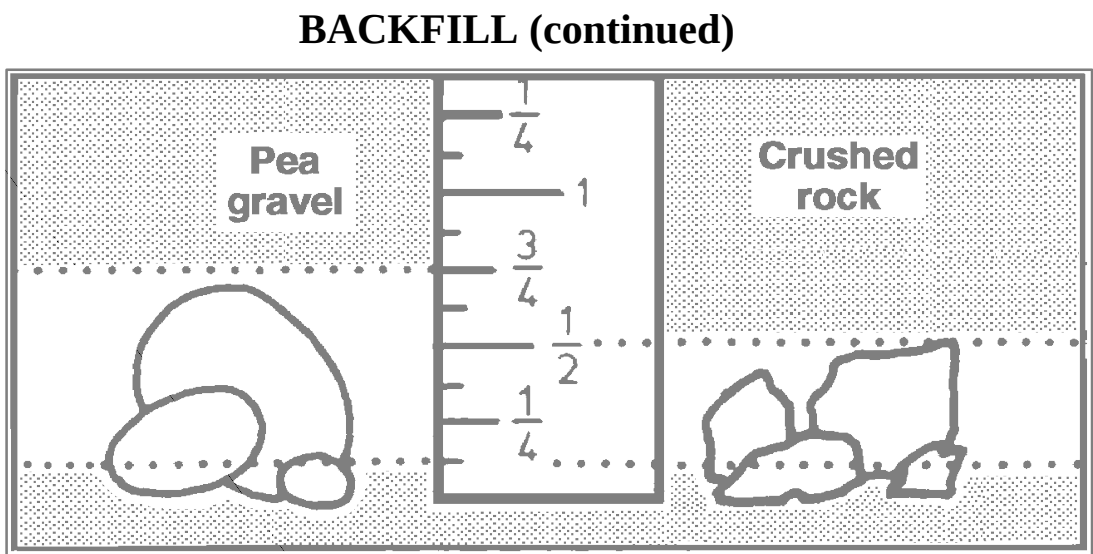


BACKFILL

7.0 Only the following approved backfill materials may be used.
1. Clean washed sand.
2. Pea Gravel - (particle size must be not less than 1/8 inch or more than 3/4 inch)
3. Washed stone or gravel crushings (angular particle size required to be not less than 1/8 inch or more than 1/2 inch)

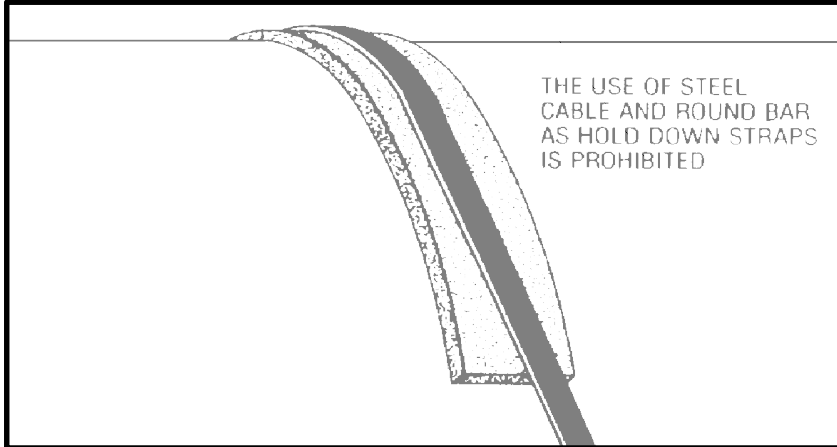
These materials shall be clean, well granulated, free-flowing, non-corrosive and inert. The back fill material shall be free of debris, rocks, concrete, ice, snow or organic materials that could damage the tank or its coating and interfere with proper compaction of backfill materials.

7.1 Flowable fill can be used as an alternative to 7.0 backfill above. Flowable fill shall meet the National Ready Mixed Concrete Association for Controlled Low Strength materials (CLSM) with strength ranging from 70 to 150 psi and shall be installed in accordance with good engineering practice.



ANCHORING

8.0 Certain situations require the use of properly designed anchor straps to overcome existing buoyant forces. The straps are used in conjunction with a concrete holddown slab or deadman anchors. All straps must be installed without twists or knots.
8.1 A pad of inert, isolation dielectric material must be used to separate the steel anchor strap from the tank. Isolation pads are not required for holddown strap materials of approved fiberglass or polyester webbing.

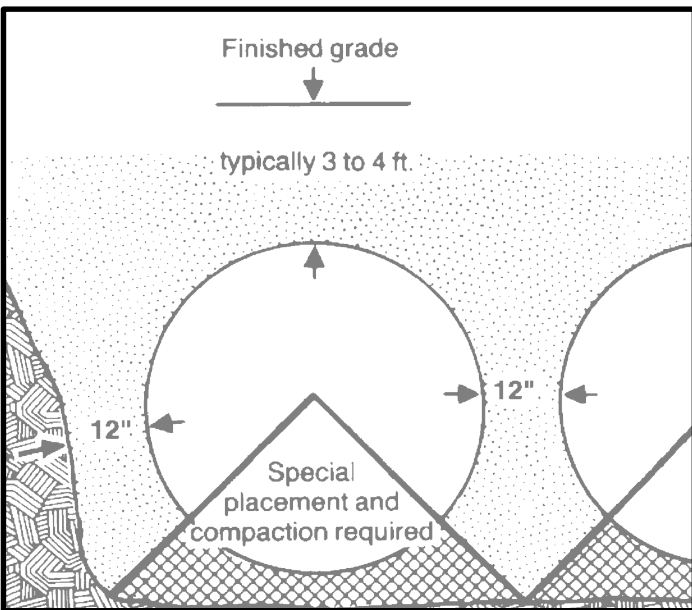


8.2 Do not over tighten hold-down straps beyond snug to tank surface and do not re-tighten straps after ballasting.

8.3 CAUTION: Hold down strap material made of steel cable or round bar is prohibited.

BACKFILLING

9.0 Special care should be taken to ensure that the backfill is properly installed to evenly support the bottom quadrant of the tank. Utilizing equipment other than a portable (hand held) tamping machine in the placement and compacting of backfill or dropping backfill material directly on the tank's surface can cause vacuum loss and holiday formation. Subjecting the tank's surface to these conditions when backfilling may damage the tank and void the warranty.

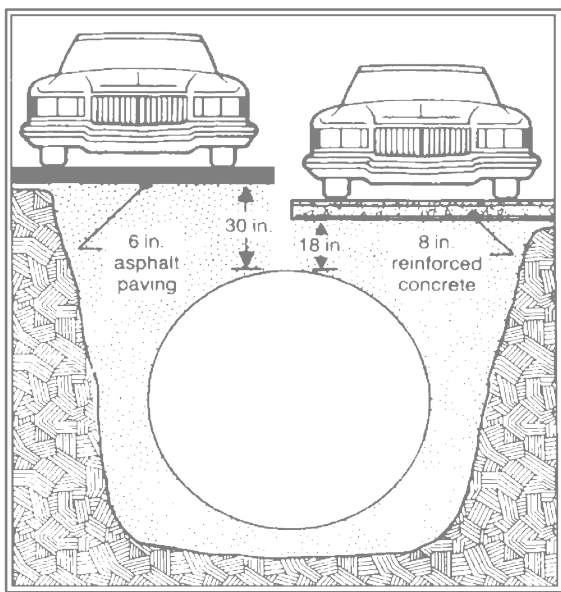


NOTE: Do not backfill in layers using different backfill materials.
9.1 If the tank must be water ballasted during the backfill procedure, use only potable water. Ballast water shall not remain in the tank for longer than 60 days. When ballasting a compartment tank, fill and remove ballast from each compartment uniformly. Once installation is complete and prior to introducing product, the tank must be flushed clean. If product is used as ballast, proper precautions must be taken to prevent fires, spills, leaks and other associated accidents. Monitor product level frequently to ensure there has been no loss of product. Warning: Some regulatory agencies prohibit ballasting with product. Check local regulations before ballasting with product.

9.2 The tank shall be encompassed by the proper backfill and extending to a minimum of 12 inches over the top of the tank.

9.3 Areas subject to heavy vehicular traffic shall have a protective cover of at least 18 inches clean, compacted backfill with 8 inches of reinforced concrete.

9.4 Areas not subject to heavy vehicular traffic shall have a protective cover of a minimum 18 inches of clean compacted backfill covered by 4 inches of reinforced concrete or 6 inches of asphalt paving. If compacted backfill is the only cover, it shall be a minimum of 24 inches deep.
Caution: Be sure sufficient anchorage is in place to withstand any buoyancy forces exerted by tank.



FINISHING INSTRUCTIONS

10.0 Finishing Instructions; A fiberglassing kit is shipped with tank and provides materials to cover unused openings and external attachments, such as lifting lugs. All finishing work will be done prior to backfilling.

10.1 This tank requires venting. Refer to applicable local codes and PEI RP-100 for proper installation.

TANK WARRANTY ACTIVATION

11.0 FOR GLASTEEL II WARRANTY TO BE INITIATED, THE INSTALLATION CHECKLIST MUST BE PROPERLY FILLED OUT BY THE CUSTOMER, AND RETURNED TO THE MODERN WELDING CO. SUBSIDIARY THAT MANUFACTURED THE TANK. THE INSTALLATION CHECKLIST MUST BE RETURNED WITHIN 30 DAYS AFTER DATE OF INSTALLATION. IF THE GLASTEEL II TANK HAS NOT BEEN INSTALLED WITHIN 90 DAYS OF DELIVERY FROM THE MANUFACTURER, IT IS REQUIRED THAT THE TANK BE RE-CERTIFIED BY THE MANUFACTURER AT THE OWNER'S EXPENSE PRIOR TO INSTALLATION.

MAINTENANCE

12.0 Maintenance of Underground Storage Tanks. Both the Environmental Protection Agency (EPA) and the American Petroleum Institute (API) recommend that periodic maintenance be performed on all underground fuel storage tanks. The Petroleum Equipment Institute (PEI) and the Steel Tank Institute (STI) require prompt removal of water bottoms regardless of materials used for tank **construction. The tank owner is solely responsible for the proper operation and maintenance of the storage tank system. The primary** tank should be inspected for the presence of water bottoms and sludge buildup on a regular basis. Lack of such maintenance and inspection control measures by the owner and operator may invalidate the Modern Welding Company Limited Warranty. Maintenance type and scheduling must be performed as outlined and recommended in either STI Storage Tank Maintenance R-111 <http://www.steeltank.com> or PEI's recommended practice, RP-900, Appendix A-1, Appendix A-2 and Appendix A-3 <http://www.pei.org>.

12.1 The publications listed below outline usual and customary storage tank maintenance best practices. Failure to implement and follow these guidelines could negate the manufacturers warranty.

12.2 Safety considerations and controls should be established prior to undertaking physical activities associated with underground storage tanks. Some hazards associated with USTs are, but not limited to, confined space entry, cleaning, inspection, moving and any other aspect of in-service work.

12.3 Contact tank manufacturer before moving tank for information on recertifying tank for continued use.

Publication Lists

Listed below are publications containing recommended practices and procedures for the proper maintenance of storage tank systems.
API Recommended Practice 1621, Bulk Liquid Stock Control at Retail Outlets, Website: api-ec.api.org
STI Document R-111, Storage Tank Maintenance
API Recommended Practice 2610, Design, construction, operation, Maintenance and Inspection of Terminal and Tank Facilities. Website: api-ec.api.org
EPA's "Operating and Maintaining Underground Storage Tank Systems", a copy of the manual can be downloaded at: Website: www.epa.gov/swerst1/pubs/ommanual.pdf
ASTM Standard D6469-69, Standard Guide for Microbial Contamination in Fuels and Fuel Systems. Website: www.astm.org
*PEI, RP-900, Recommended Practices for the Inspection and Maintenance of UST Systems. Forms for recording maintenance can be printed off PEI web site at www.pei.org/RP900.

FORM Glasteel II Installation Instructions 1-2015 ©



1128 FM 3005,
GALVESTON, TX, 77554

ADDRESS:

STAMP



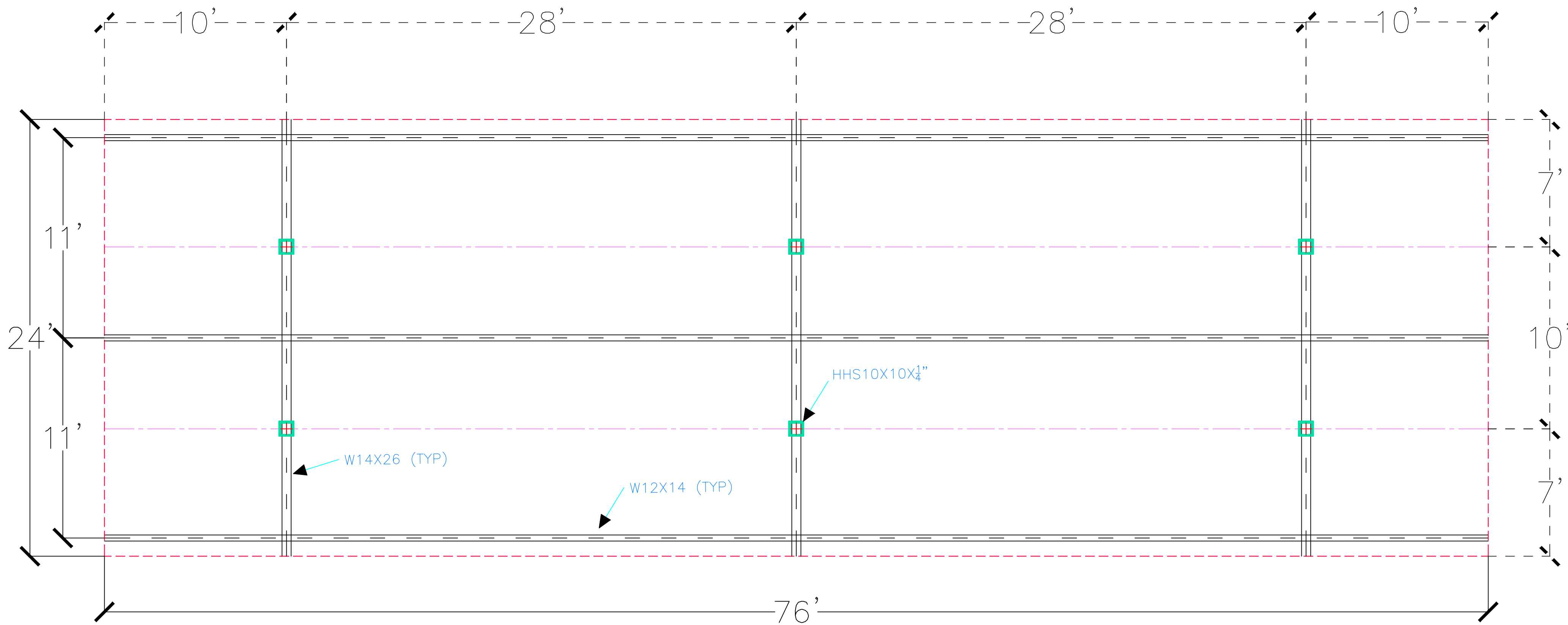
TANK INSTALLATION
INSTRUCTIONS

Project number 2019002
Date 7/19/2019
Drawn by
Checked by

F-4

Scale 1/32" = 1'

TYPICAL 3 DISPENSER ISLAND
3 COLUMN CANOPY PLAN VIEW



CANOPY DESIGN NOTES:

STRUCTURAL IS DESIGN IN ACCORDANCE WITH
IBC 2012.
DESIGN LIVE LOAD FOR ROOF = 20 PSF
WIND LOADS BASED ON 139 MPH, 3 SEC. GUST
EXPOSURE B, RISK CATEGORY II

STRUCTURAL DESIGN:

DESIGN BASED ON AISC SPEC.-DESIGN
-DESIGNED/FAB./& ERECTION OF STEEL FOR
BLDG-NOV. 1978 LATESTED EDITION.

STEEL:

STRUCTURAL MEMBERS SHALL CONFORM TO
ASTM SPEC. PER THE FOLLOWING:
1. A-36 FOR STRUCRUAL STEEL.
2. ASTM A-325 FOR CONN. BOLTS
3. ASTM A307 FOR ANCHOR BOLTS
4. SATM A500, GR. B FOR REC. STEEL TUBES
NO SPLICING OF STR. STEEL IS ALLOWED
WITHOUT APPROVAL OF THE ENGINEER.
WELDING SHALL MEET OR EXCEED THE STD.
CALLED OUT BY AM. WELDING SOC. CODE.
ALL WELDS AT TOP AND BOT. PLATES ON
COLUMN TO BE CONTINUOUS.
ALL WELDING ELECTRODES SHALL BE EQUAL
TO BETTER THAN EE70XX.

STEEL-LIGHT GAGE:

MATERIAL SHALL BE AISI ATANDARD FOR
DESIGN OF COLD FORMED STEEL.



11128 FM 3005,
GALVESTON, TX, 77554

ADDRESS:

STAMP



CANOPY FRAMING
PLAN 24X78
6-COLUMN

Project number 2019002
Date 7/19/2019
Drawn by
Checked by

S-2
Scale 1/4" = 1'

DISPENSER:

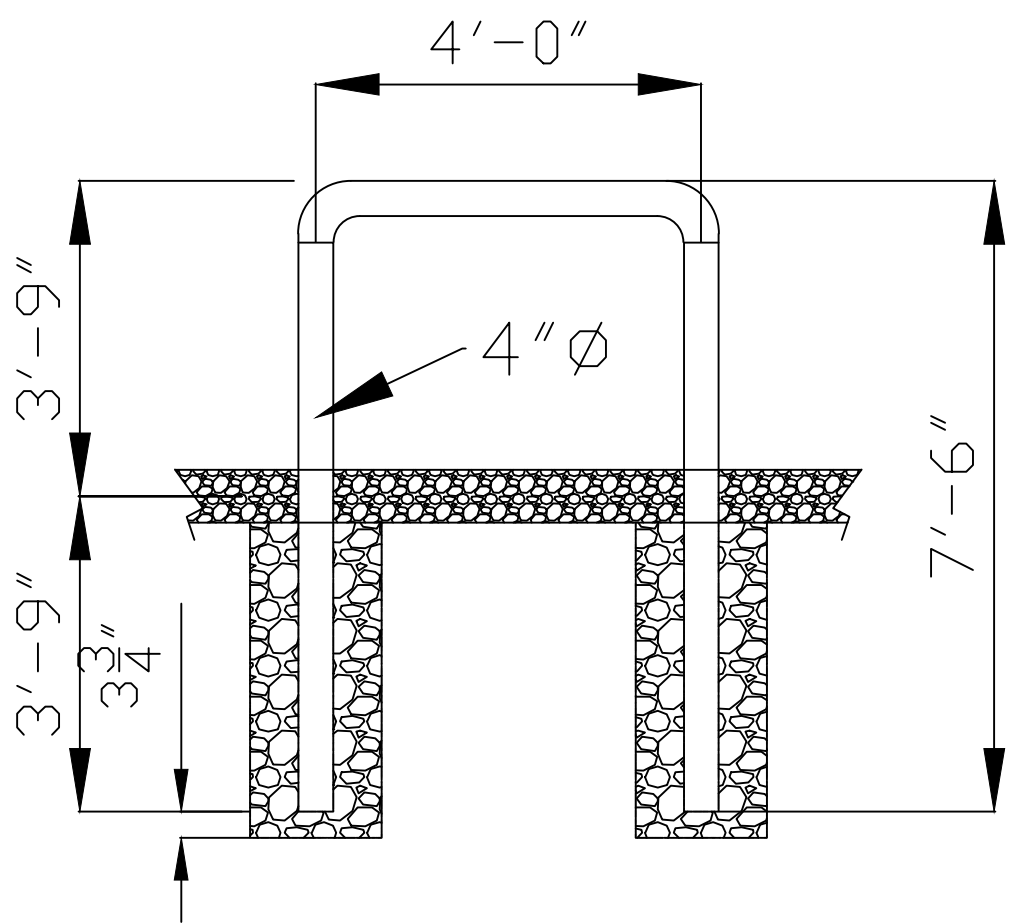
DISPENSERS SHALL BE INSTALLED AND ANCHORED PER MANUFACTURER'S SPECIFICATION.

FOOTING DESIGN:

DESIGN OF FOUNDATION PER SOIL REPORT ALLOWABLE COMPRESSIVE STRENGTH OF 30,000 PSI, WITH NO INCREASE ALLOWED FOR WIND LOADS. THE OWNER IS RESPONSIBLE FOR VERIFYING THAT THE SOIL MEETS THIS MINIMAL STRENGTH REQUIREMENT. ALL CONCRETE TO BE 2500 PSI (MIN.) COMPRESSION IN 28 DAYS. GRADE 60 REINFORCING STEEL TO MEET ASTM A615 SPEC.

FIRE/SAFETY NOTES:

1. THE PROJECT IS TO COMPLY WITH SECTION 2205.5 OF THE 2012IFC. REGARDING FIRE EXTINGUISHERS. PROVIDE APPROVED PORTABLE FIRE EXT. COMPLYING WITH SECTION 906
2. PROJECT TO COMPLY WITH SECT. 2205.6 IFC REGARDING WARNING SIGNS. WARNING SHALL BE CONSPICUOUSLY POSTED WITHIN SIGHT OF EACH DISPENSER IN FUELING AREA AND SHALL STATE THE FOLLOWING.
 - 2.1. IT IS ILLEGAL AND DANGEROUS TO FILL UNAPPROVED CONTAINERS WITH FUEL.
 - 2.2. SMOKING IS PROHIBITED.
 - 2.3. THE ENGINE SHALL BE SHUT OFF DURING THE REFUELING PROCESS.
 - 2.4. PORTABLE CONTAINERS SHALL NOT BE FILLED WHEN LOCATED IN THE TRUNK. PASSENGER COMPARTMENT OR TRUCK BED OF A VEHICLE.
 - 2.5. TO PREVENT STATIC CHARGE, DO NOT REENTER YOUR VEHICLE WHILE GASOLINE IS PUMPING.
 - 2.6. IF A FIRE STARTS, DO NOT REMOVE NOZZLE--BACK AWAY IMMEDIATELY.
 - 2.7. DISCHARGE YOUR STATIC ELECTRICITY BEFORE FUELING BY TOUCHING A METAL SURFACE AWAY FROM THE NOZZLE.



GUARD POST DETAILS

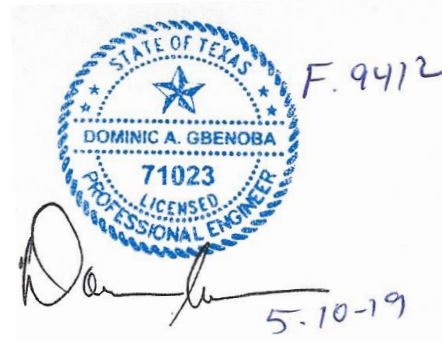
- NOTE: VEHICLE IMPACT PROTECTION SHALL COMPLY WITH THE FOLLOWING: (IFC 2012, SECT. 312)
1. CONSTRUCTION OF STEEL NOT LESS THAN 4"Ø.
 2. SPACED NOT MORE THAN 4' BETWEEN POST CENTERS.
 3. SET NOT LESS THAN 3' DEEP IN CONCRETE FOOTING OF NOT LESS THAN 15"Ø.
 4. LOCATED NOT LESS THAN 3' FROM PROTECTED OBJECT.
 5. RESIST NOT LESS THAN 12,000 POUNDS OF FORCE APPLIED 36" ABOVE THE ADJACENT GROUND SURFACE.



11128 FM 3005,
GALVESTON, TX, 77554

ADDRESS:

STAMP

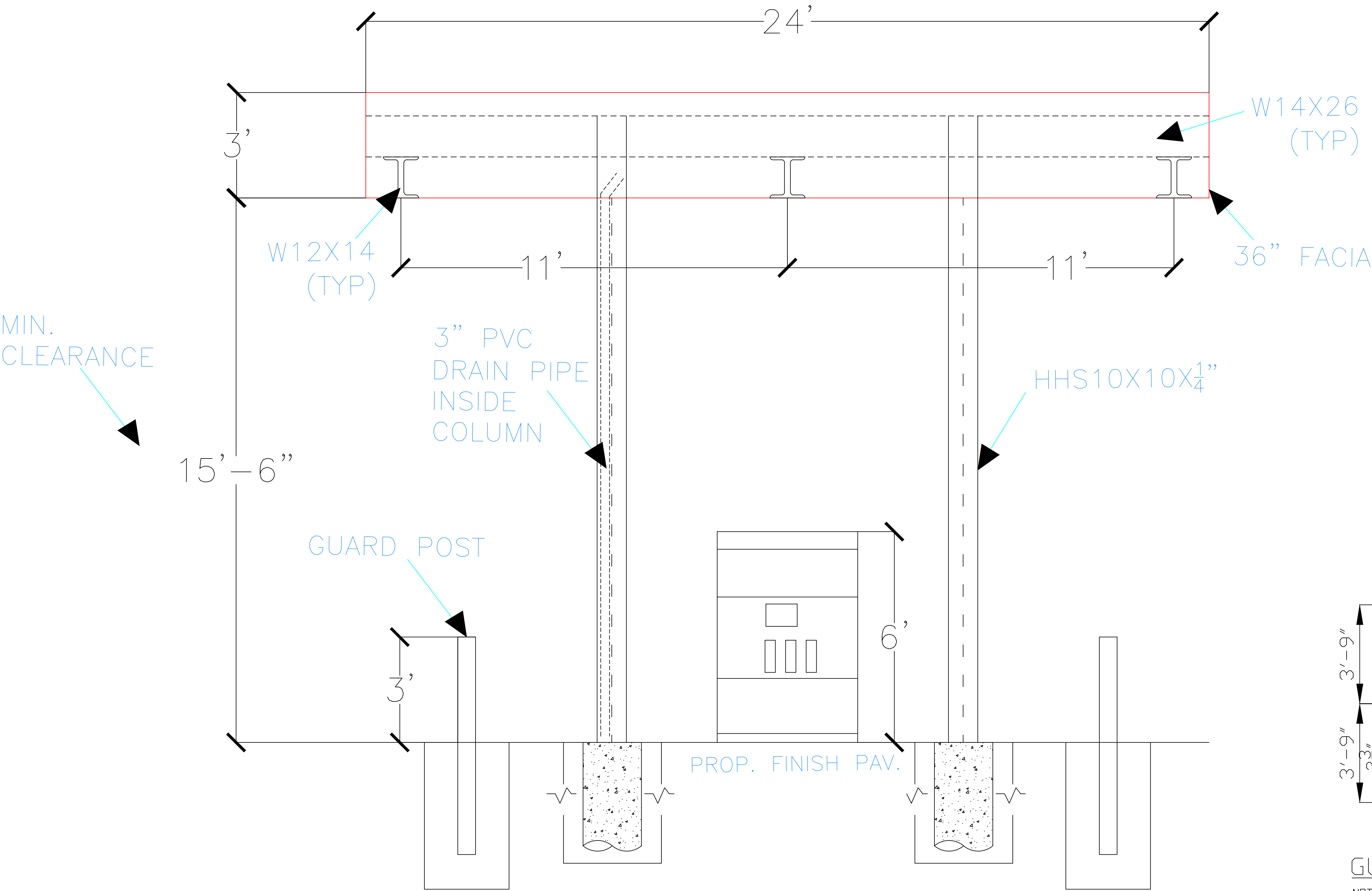


CANOPY ELEVATION
24X78
6-COLUMN

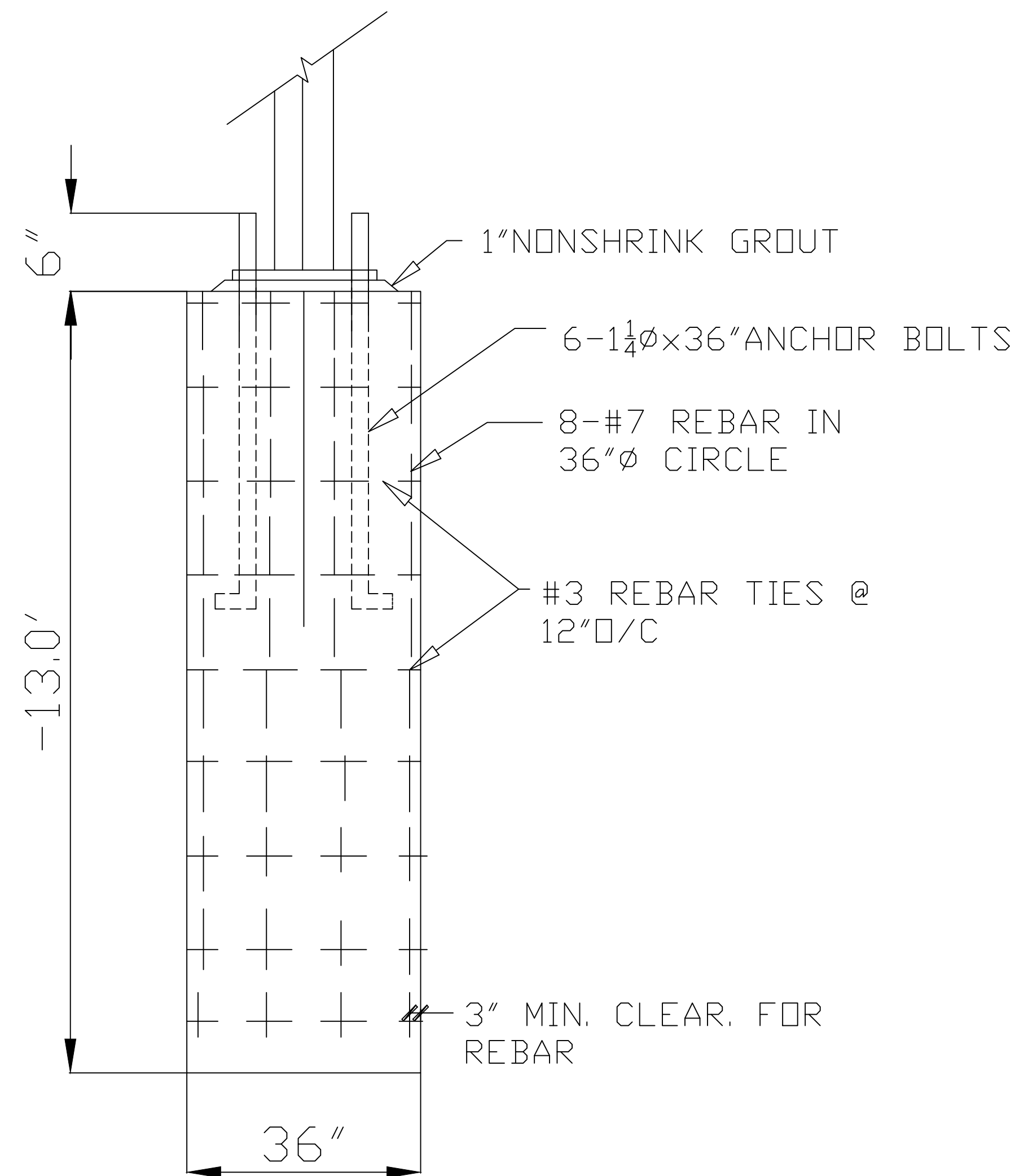
Project number 2019002
Date 7/19/2019
Drawn by
Checked by

S-2

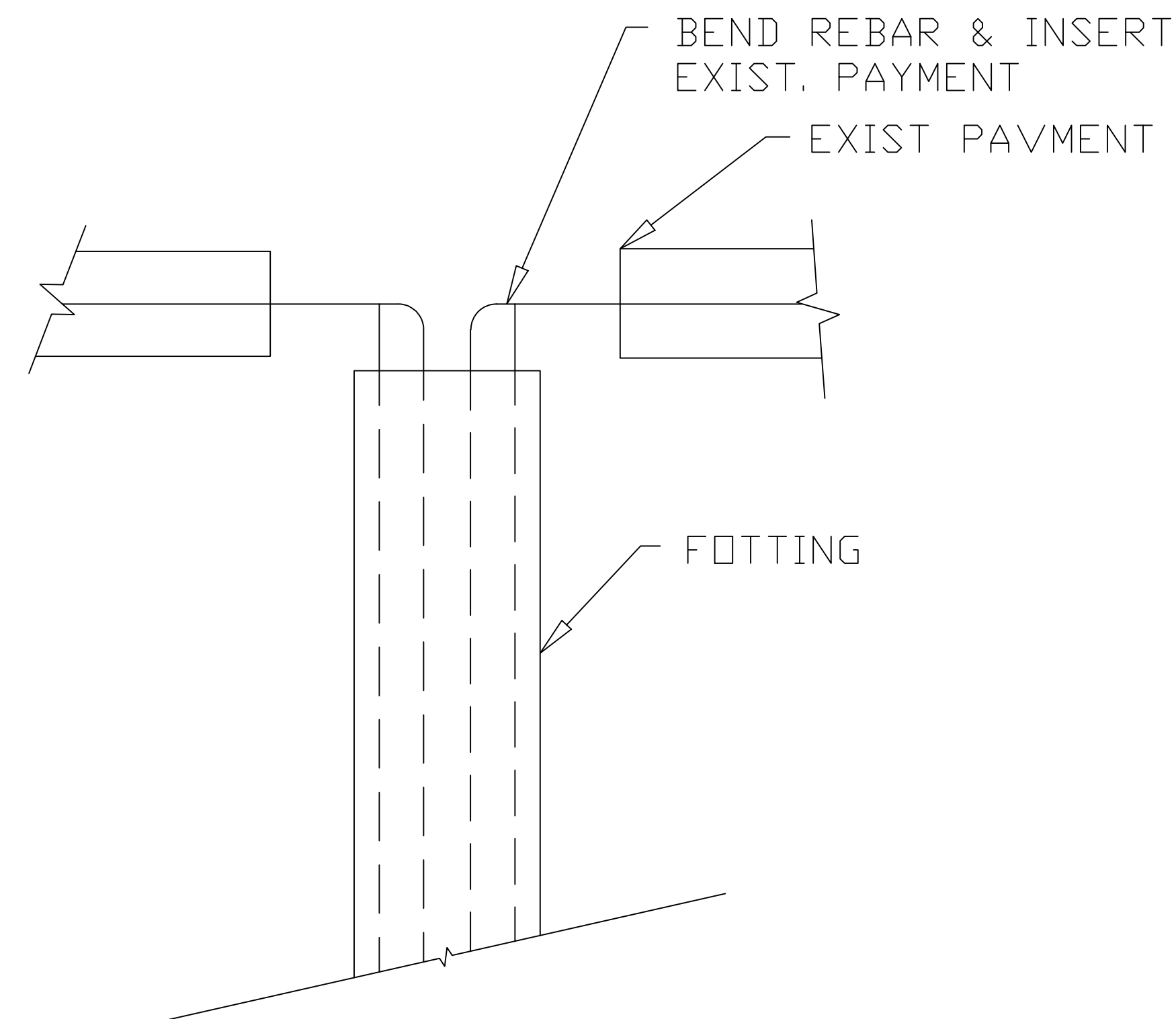
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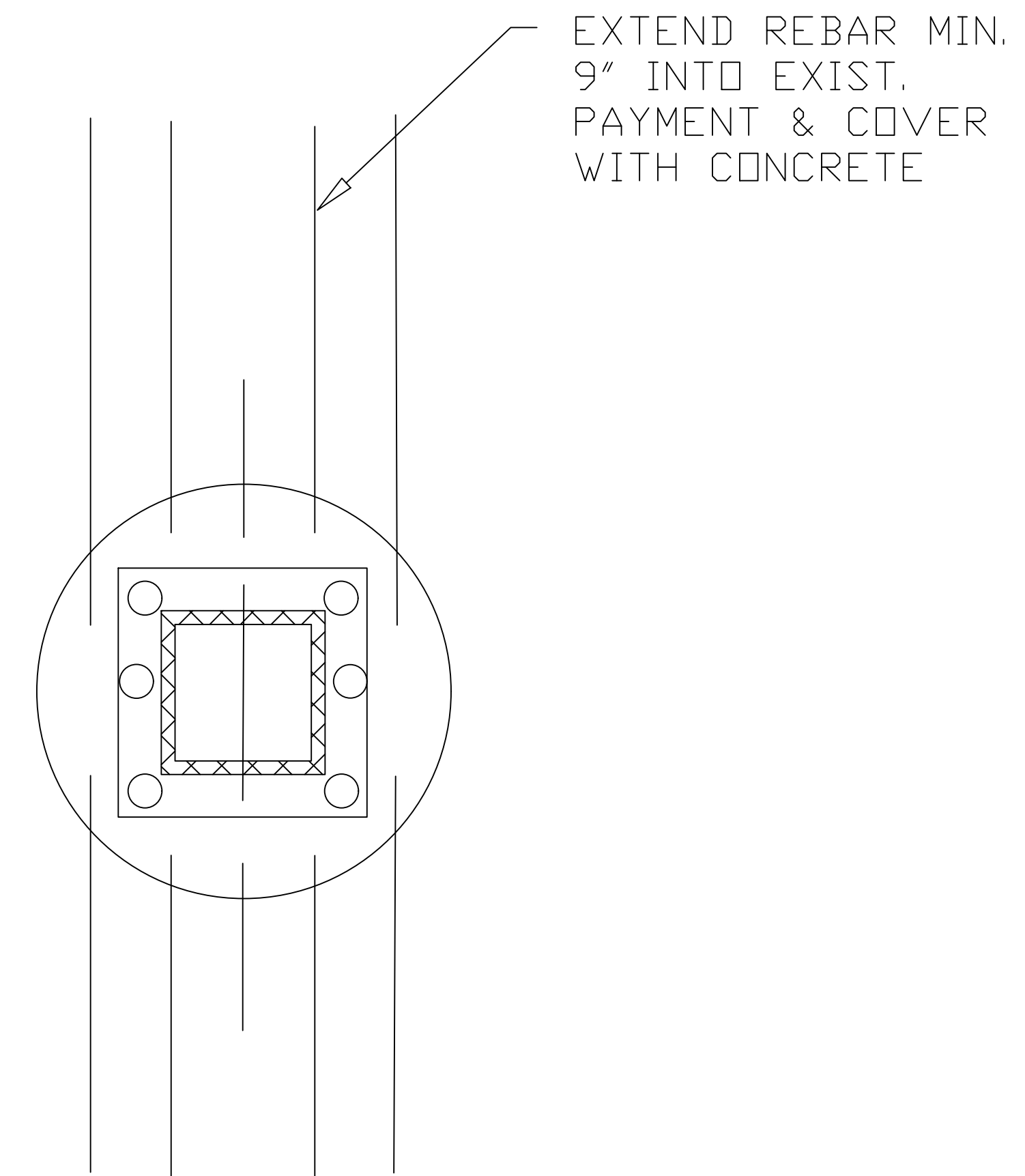
CANOPY FRAMING



FOOTER DETAIL



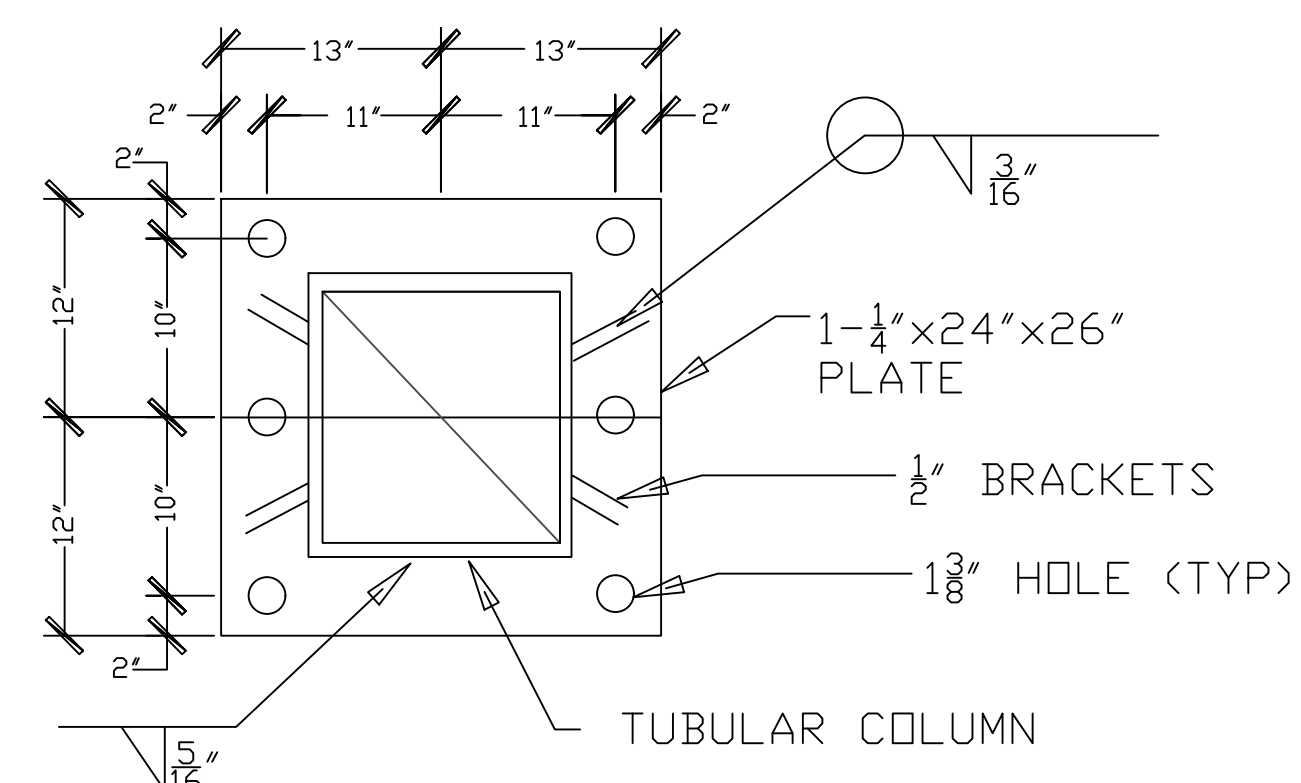
SECTION "A-A"



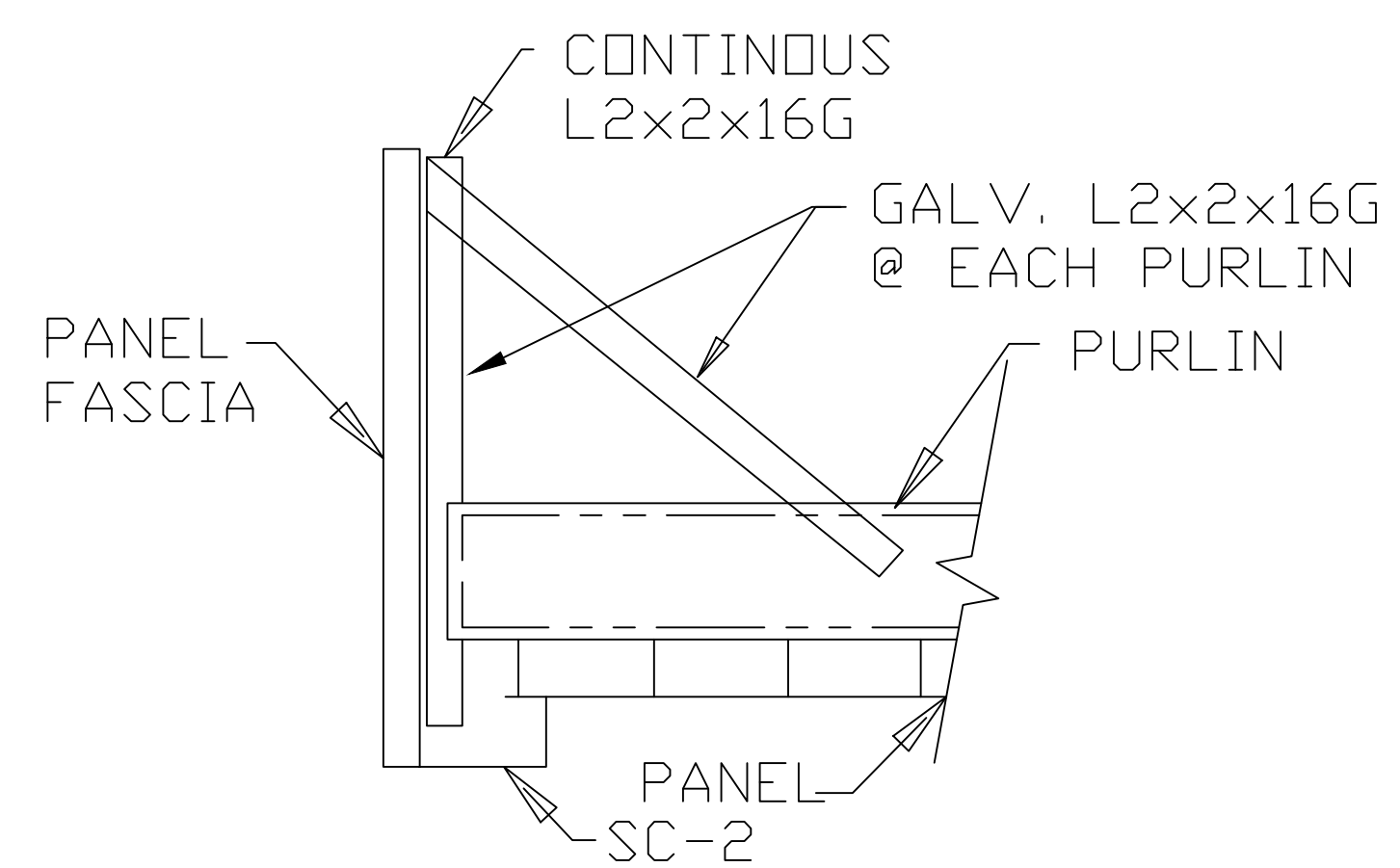
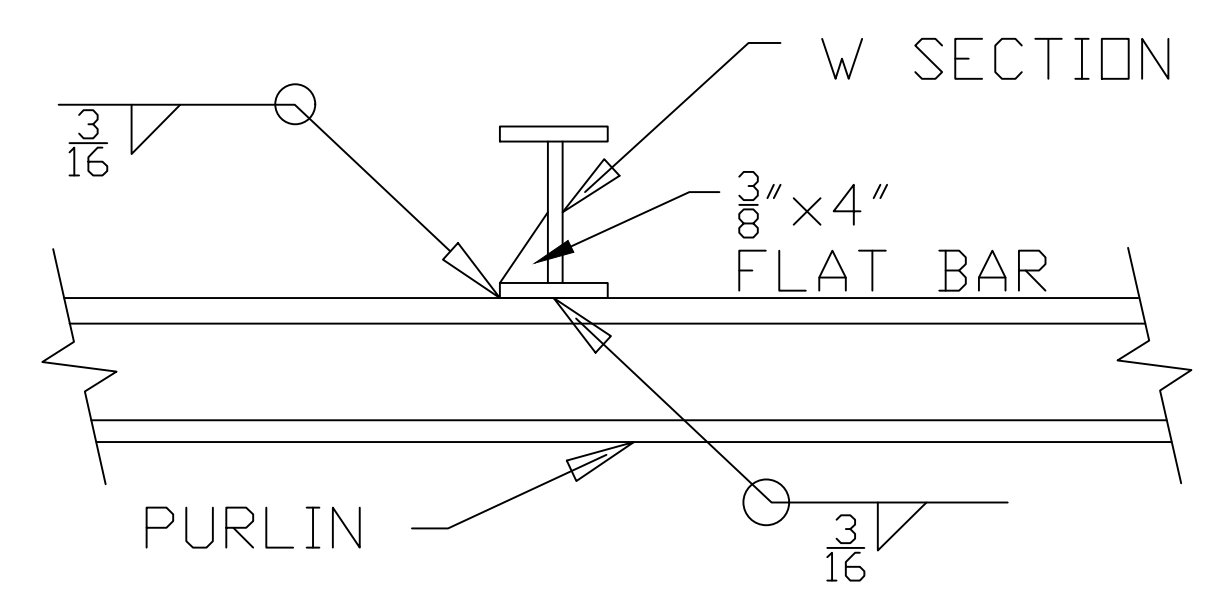
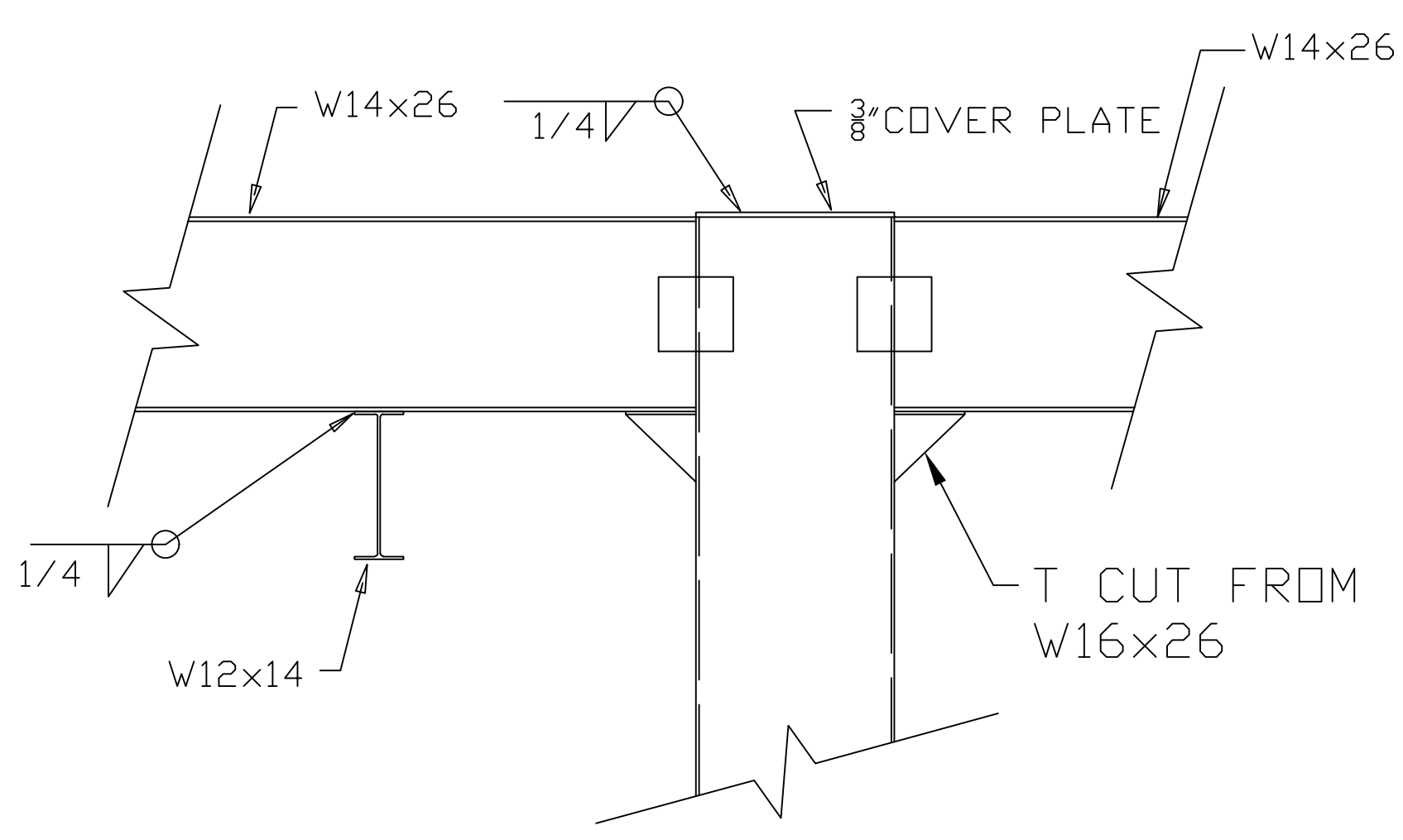
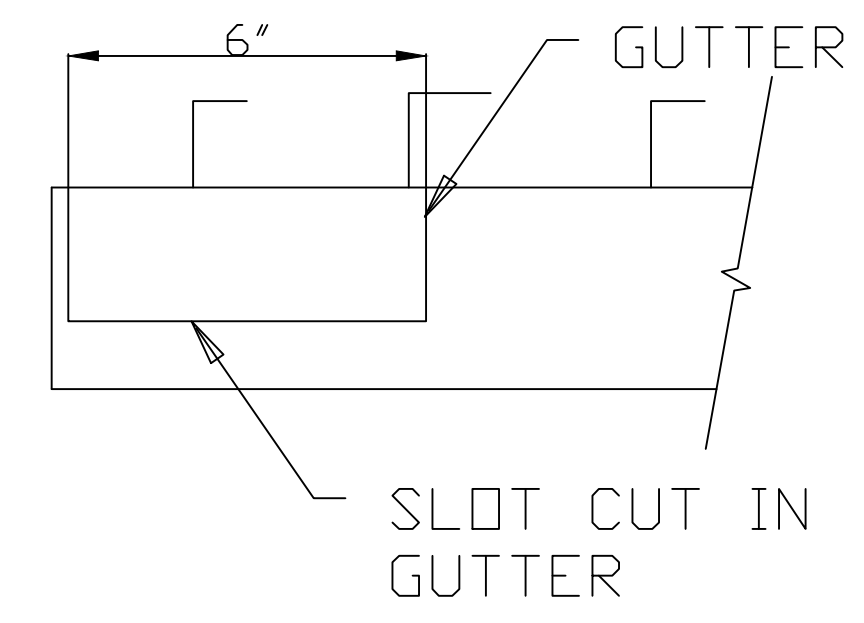
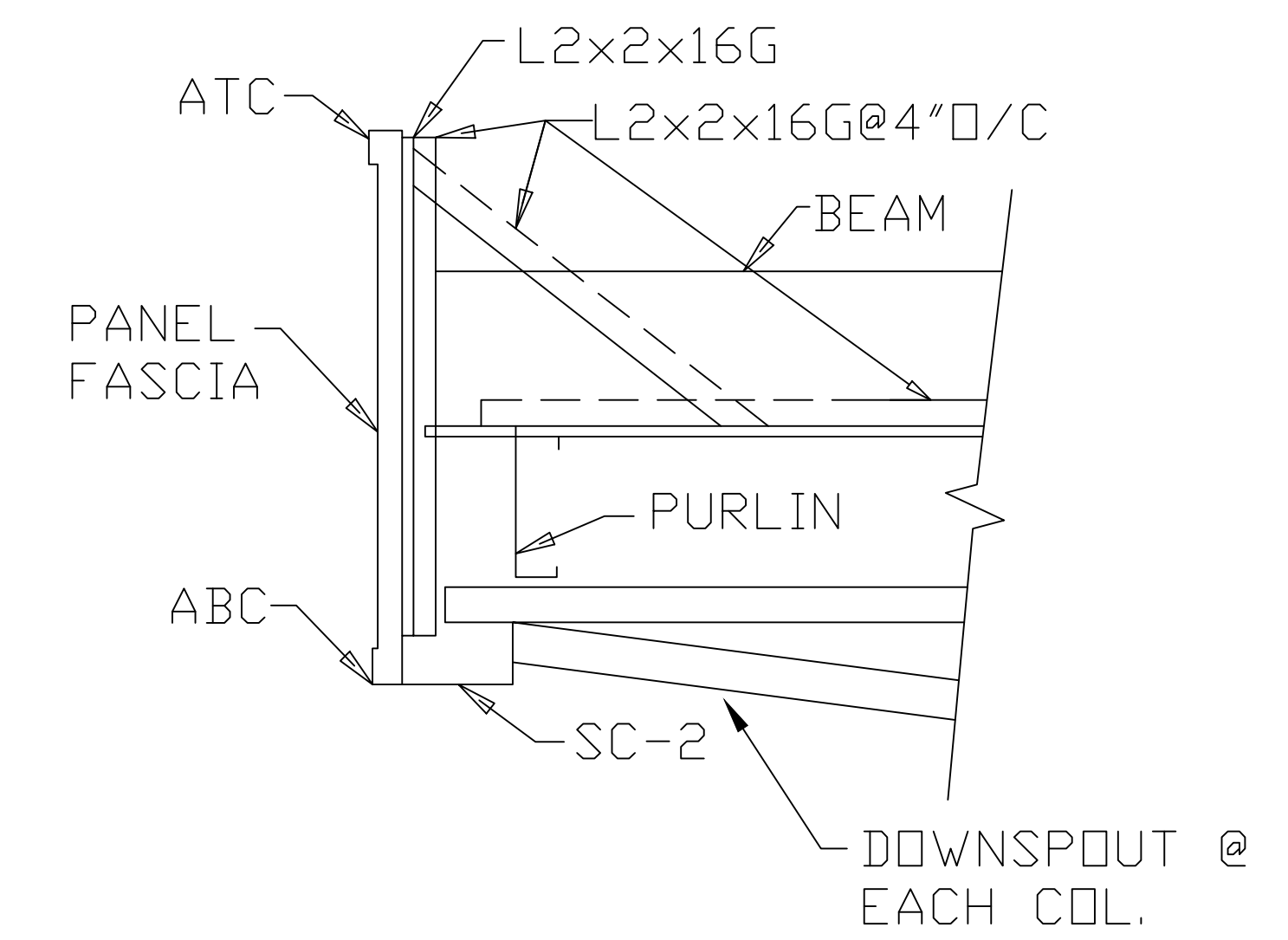
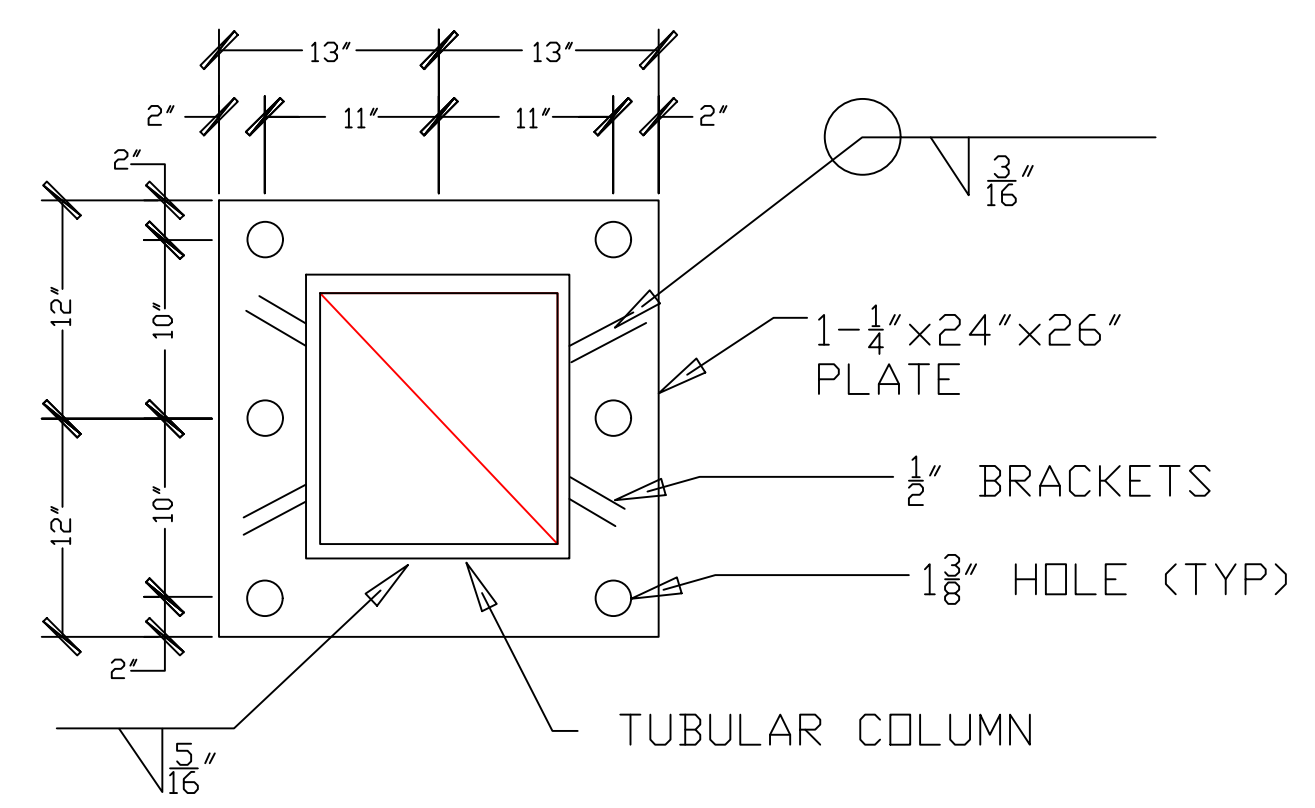
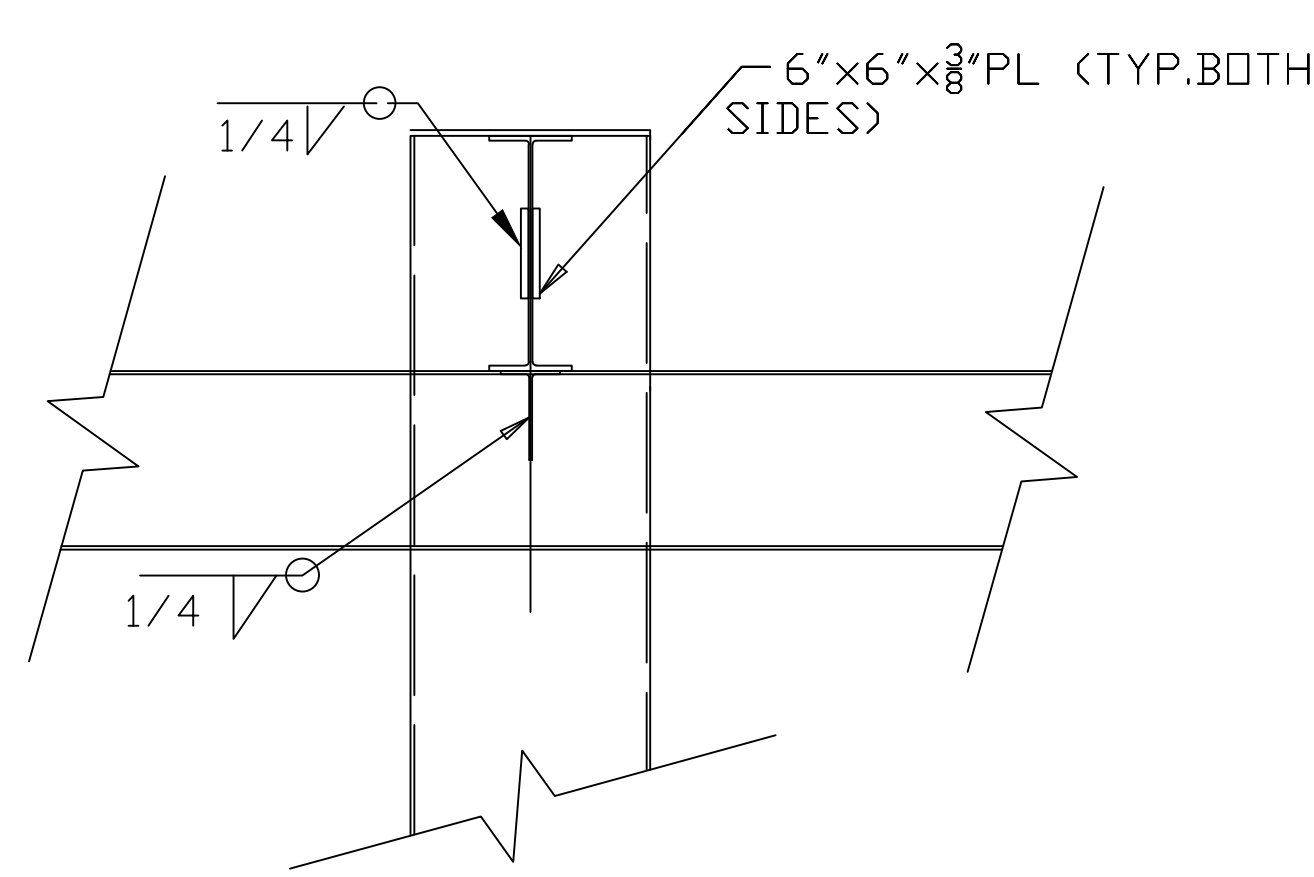
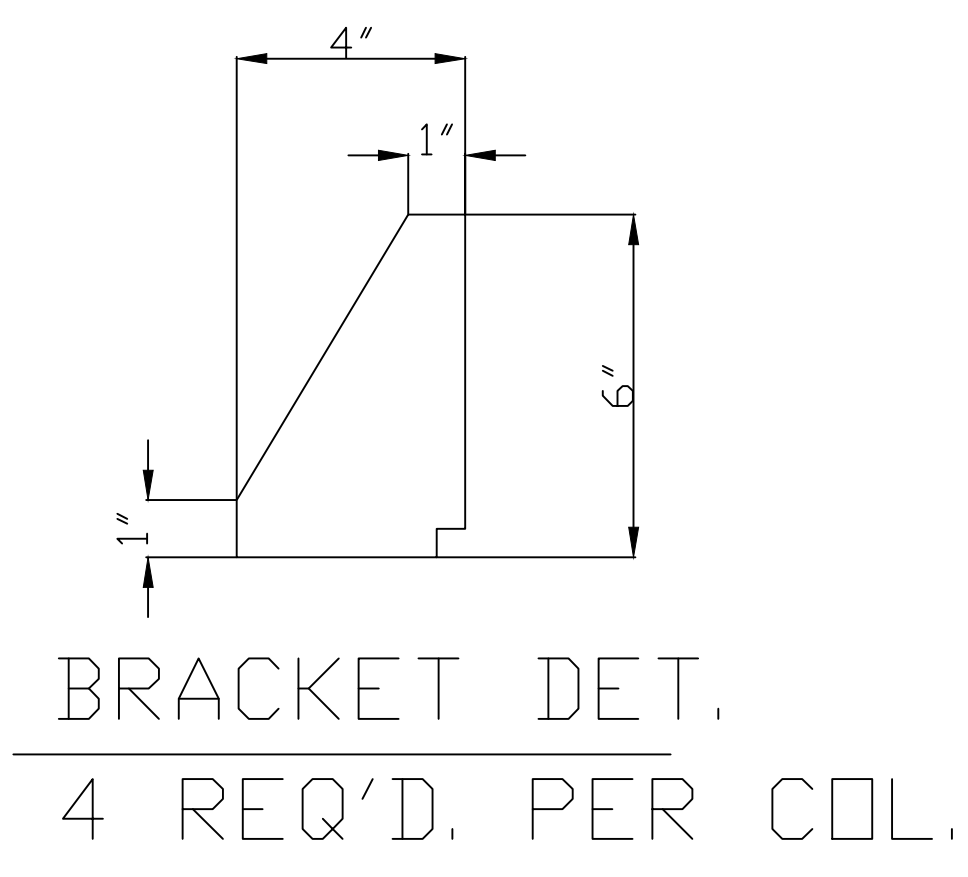
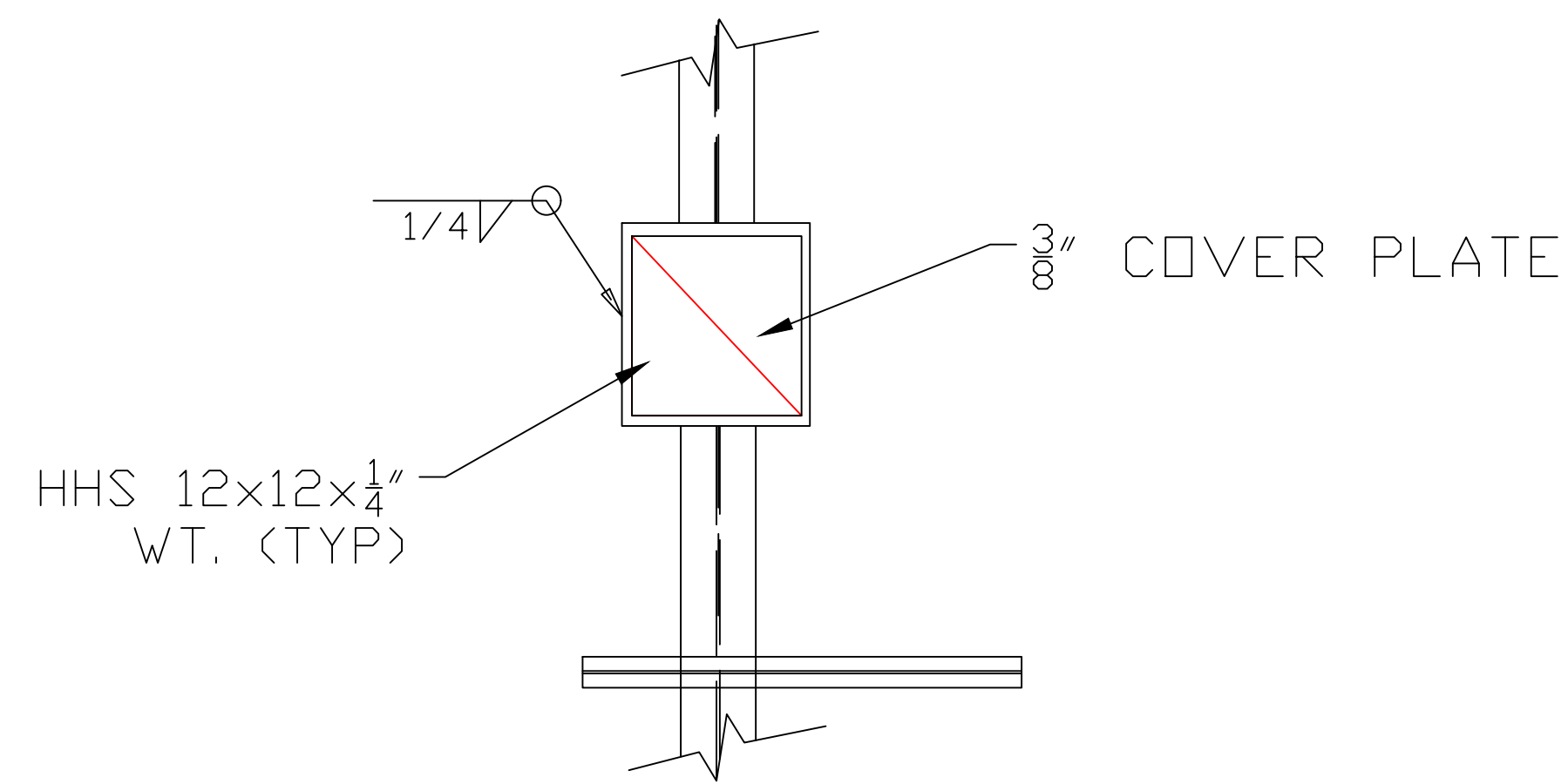
FOOTING PLAN

FOOTING DESIGN:

DESIGN OF FOUNDATION PER SOIL REPORT ALLOWABLE COMPRESSIVE STRENGTH OF 3000 PSF, WITH NO INCREASE ALLOWED FOR WIND LOADS. THE OWNER IS RESPONSIBLE FOR VERIFYING THAT THE SOIL MEETS THIS MINIMAL STRENGTH REQUIREMENT. ALL CONCRETE TO BE 2500 PSI (MIN.) COMPRESSION IN 28 DAYS. GRADE 60 REINFORCING STEEL TO MEET ASTM A615 SPEC.



3 BASE PLATE
SCALE: NTS



SEC.2.307 AUTO SERVICE/FUELING OR CHARGING STATION

A. Limited Use Standards.

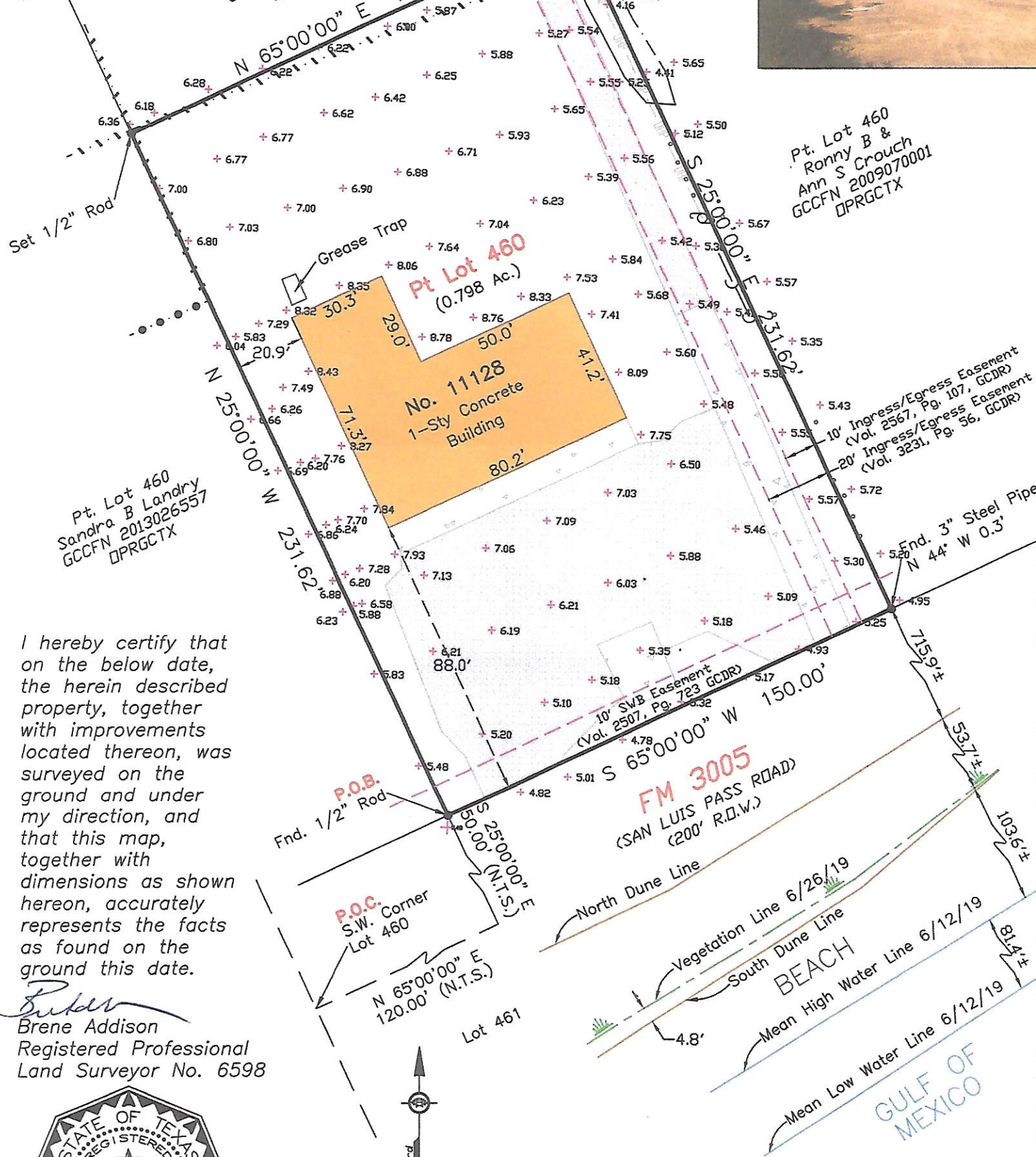
1. **Truck Access.** The use shall be located so associated truck traffic can access a collector, arterial, or highway without traveling on a public rights-of-way adjacent to any residential property, school, public park, or recreational area or facility.
2. **Minimum Distance from Residential.** The use shall be located a minimum of 200 feet from any residential use or residential zoning district boundary, measured as a radius from the property lines of the limited use.
3. **Charging Station Near Residential.** The use may not be located within 200 feet of the property line of a residential use or a residential zoning district boundary.
4. **Auto Service Orientation of Service Bays.** Vehicle service bays shall be oriented away from any adjacent residential use or residential zoning district boundary.
5. **Design of Use near Residential.** The use shall be conducted within a fully enclosed building so as not to be visible from the adjacent residential use or residential zoning district, although activities may be conducted in partially enclosed or open areas elsewhere on the site.
6. **Screening.**
 - a. **Residential Screening:** When the site is located adjacent to a residential use or residential zoning district boundary, visual screening shall be provided along all common sides and rear property lines. The screening shall consist of a landscaping strip at least four feet in width that provides a year-round visual barrier and positioned directly adjacent to the adjoining property. A solid masonry or concrete wall or a wood fence having a minimum height of five feet shall be installed immediately behind the landscaping strip.
 - b. **Outdoor Vehicle Service and Storage Areas:** Any outdoor areas used for vehicle service activity or temporary storage of vehicles undergoing service shall be screened so as not to be visible from abutting public street right-of-ways.

TRIMBLE & LINDSEY
SURVEY, SECTION 1

Pt. Lot 460
Gregory M Bruce
GCCFN 2018013474
DPRGCTX



Pt. Lot 460
Ronny B &
Ann S Crouch
GCCFN 2009070001
DPRGCTX



I hereby certify that
on the below date,
the herein described
property, together
with improvements
located thereon, was
surveyed on the
ground and under
my direction, and
that this map,
together with
dimensions as shown
hereon, accurately
represents the facts
as found on the
ground this date.

Brene Addison
Registered Professional
Land Surveyor No. 6598



Exhibit "A"

Being that certain tract or parcel of land out of Lot 460 of Section One of the Trimble & Lindsey Survey, in Galveston County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at the Southwest corner of Lot 460 of Section One of the Trimble & Lindsey Survey,

THENCE North 65° 00' 00" East along the South line of said Lot 460, a distance of 120.00 feet;

THENCE North 25° 00' 00" West, parallel to the West line of Lot 460, a distance of 50.00 feet to the PLACE OF BEGINNING of the herein described tract, said point lying in the Northerly right-of-way line of F.M. 3005 (200' right-of-way), a found 1/2 inch iron rod;

THENCE from said beginning point continuing North 25° 00' 00" West, parallel to the West line of Said Lot 460, a distance of 231.62 feet the Northwest corner of the herein described tract, a set 1/2 inch rod;

THENCE North 65° 00' 00" East, parallel to the South line of Lot 460, a distance of 150.00 feet to the Northeast corner of the herein described tract, a found 1/2 inch rod;

THENCE South 25° 00' 00" East, parallel to the West line of Lot 460 a distance of 231.62 feet to the Northerly right-of-way line of said FM 3005;

THENCE South 65° 00' 00" West, parallel to the South line of Lot 460 and along the Northerly right-of-way line of said F.M. 3005, a distance of 150.00 feet to the PLACE OF BEGINING, and containing 0.798 acres (34,743 Sq. Ft.) of land, more or less.



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

October 1, 2019

Via Electronic Mail

Virginia Greb
Coastal Resources Assistant Manager
Development Services Department
City of Galveston
823 Rosenberg, Room 401
Galveston, Texas 77550-2103

Beachfront Construction Certificate and Dune Protection Permit in the City of Galveston

Site Address: 11128 FM 3005, Galveston
Legal Description: ABST 121 Page 75 of Lot 460 (460-8) Trimble & Lindsey Sec 1
Lot Applicant: Al Fichera c/o Ted Shook
Case Number: 19BF-054
GLO ID No.: BDCOG-19-0229b

Dear Ms. Greb:

The General Land Office (GLO) has reviewed the amended application materials for a beachfront construction certificate and dune protection permit for the above-referenced location. The applicant now proposes to repair the existing asphalt driveway and parking area and to install new fuel tanks and pumps with a canopy above them. The proposed construction is located more than 200 feet landward from the line of vegetation. The proposed construction is located in an area that, according to the Bureau of Economic Geology, is eroding at a rate of eleven to twelve feet per year.

Based on the information provided to our office for review, we have the following comments:

- Since the existing asphalt driveway/parking area outside of the width of the primary structure was constructed before current beachfront construction regulations were passed, it may be repaired in accordance with the City of Galveston's parking lot zoning regulations. The footprint of the existing driveway and parking area in this region must not be expanded.
- In the area where the underground petroleum storage tanks are proposed, the applicant may replace the existing asphalt with 8-inch thick concrete for the purpose of protecting the underground fuel tanks and public health and safety, in accordance with manufacturer instructions and industry guidelines.
- The City must ensure the proposed construction is consistent with at least the minimum FEMA requirements or with the FEMA approved local ordinance.¹

¹ 31 Tex. Admin. Code § 15.6(e)(3).

- In addition to the requirements outlined above, the applicant must conduct activities in accordance with other local, state, or federal permits, such as permits issued by the Texas Commission on Environmental Quality.

If you have any questions, please contact me at (512) 463-5232 or at michelle.culver@glo.texas.gov.

Sincerely,

A handwritten signature in cursive script, appearing to read "Michelle Culver".

Michelle Culver
Beach Access & Dune Protection Program
Coastal Resources Division
Texas General Land Office

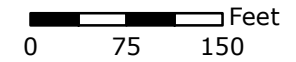
cc: Dustin Henry, Coastal Resources Manager

19P-047

Request for a PUD



1 inch = 150 feet



Legend

- 200 Foot Buffer
- Requesting Property
- Opposing Notices
- Opposing Area Within the 200 Foot Buffer
- Parcel
- Building Footprint
- Lot Line

Area of Opposition within the 200 Foot Buffer

Square Feet	66314.423048
Acres	1.522376

200 Foot Buffer Total Land Area

Square Feet	278290.652476
Acres	6.3887

All Protests as of: 11/14/2019

23.8292% is the estimated percent of opposed return notices that have full or partial parcel area within the 200 foot buffer area.

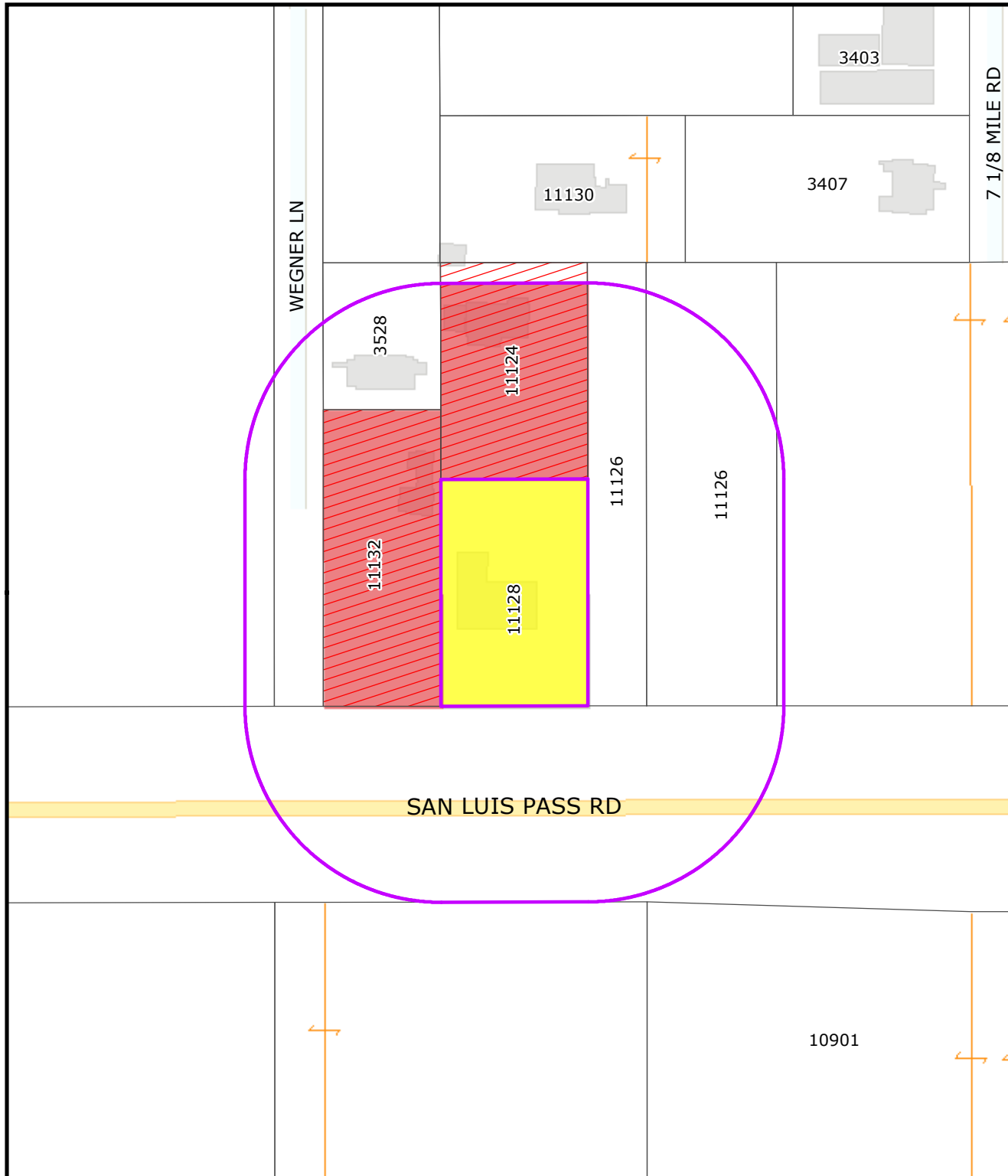
Coordinate System: NAD 1983 StatePlane Texas South Central FIPS 4204 Feet Units: Foot US

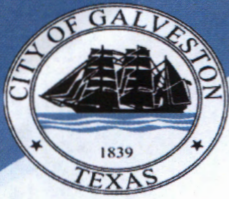
Source Credits: Galveston Central Appraisal District - Parcels, Lot Lines, Building Footprints, Street Centerlines
City of Galveston - Opposing Notice Parcels, Requester Parcel, 200-Foot Buffer, Opposing Area Within Buffer



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The data presented on these pages is not legally binding on the City of Galveston or any of its departments. These maps and the associated data are representations only and may contain errors in the databases. Therefore, the information presented on this map is for informational purposes only and should not be construed to be legally binding.

Map prepared for the City of Galveston Information Technology Department- 10/10/2019





Outside 200-feet City of Galveston

DEVELOPMENT SERVICES
823 Rosenberg, Rm 401 | Galveston, TX 77550
planningcounter@galvestontx.gov | 409-797-3660

NOTICE OF PUBLIC HEARING REGULAR MEETING

Notice is hereby given that on September 17, 2019, at 3:30 p.m., a Public Hearing will be held by the **PLANNING COMMISSION** on the following request, in City Council Chambers, Second Floor of City Hall, 823 Rosenberg, in the City of Galveston, Texas:

CITY COUNCIL HAS FINAL DECISION-MAKING AUTHORITY REGARDING THIS CASE

Notice is hereby given that on October 17, 2019, at 1:15 p.m., a Public Hearing will be held by **CITY COUNCIL**, in City Council Chambers, Second Floor of City Hall, 823 Rosenberg, in the City of Galveston, Texas:

19P-047 (11128 San Luis Pass Road) Request for a Planned Unit Development (PUD) Overlay District to construct a new "Auto Service/Fueling or Charging Station" development. Property is legally described Part of Lot 460 (460-8) Trimble and Lindsey Section 1, in the City and County of Galveston, Texas.
Applicant and Property Owner: Alfio Fichera and Ted Shook

Because you own property in the vicinity of the subject property, the City of Galveston invites you to attend the meetings and/or share your opinion by returning this form. Prior to the meeting date, you may mail the comment form to the address below, deliver it in person, or scan and e-mail to planningcounter@galvestontx.gov. The Commission and Council will be informed of the number of responses in support and opposition. Do not duplicate. Only one notice per property will be accepted.

If you have any questions regarding this notice, please contact our office at (409) 797-3660 and ask to speak to the staff member indicated below.

Para preguntas o mayor información en español, comuníquese con el Departamento de Planificación de la Ciudad de Galveston al (409) 797-3645.

Planning and Development Division
PO Box 779 (823 Rosenberg Room 401)
Galveston, Texas 77553-0934
Attn: Janice Norman

RECEIVED
SEP 16 2019
PLANNING

- [] I am in favor
☒ I am opposed
[] I have no comment

19P-047
September 17, 2019/October 17, 2019

COMMENTS: Please see attached comments.

[Redacted]

Printed Name

[Redacted] SAN LUIS PASS Rd, 77554
Address of property within notification area

[Redacted]
*Contact Phone Number

*Please be advised that any and all comments received, are subject to the Texas Public Information Act. However, the contact phone number is to be used by Planning Staff only. You may be contacted regarding additional information and/or changes in meeting dates.

Please note local and state law requires that written notice of a public hearing shall be sent to each owner, as indicated by the most recently approved municipal tax roll. It is possible for property ownership to change as notices are generated. The City of Galveston will accept any notification of property owner changes in our offices for correction with regard to legal notice of planning and zoning cases.



San Luis Pass Rd.
Galveston, TX, 77554

September 15th
2019

To Whomever this may concern.

I would like to dispute the request for a change of use to a fuel station for several reasons.

First and foremost is the fact that the property under consideration is located in an environmentally sensitive area, has no sea wall protection, should another major hurricane such as Ike or stronger I would not want gas pumps washed on to my property. I have lived in my home since 2004 and have experienced first hand the devastation a hurricane brings to the area.

The increased traffic a gas station would bring is all so a concern. We share a driveway with this property and could see that there would be a possibility of cars blocking our and our neighbours driveway.

→

the quality of life we experience would be greatly impacted and finally I do believe it would adversely effect property values in the area.

Thanking you in advance
for your consideration of these matters.

Sincerely,

[REDACTED]

Please can you call me @

[REDACTED]

[REDACTED]

T. Y

[REDACTED]

Planning and Development Division
PO Box 779 (823 Rosenberg Room 401)
Galveston, Texas 77553-0934
Attn: Janice Norman

Inside 200-feet

- ☐ I am in favor
☒ I am opposed
☐ I have no comment

19P-047

September 17, 2019/October 17, 2019

COMMENTS:

I believe this type of business would be very detrimental to our neighborhood

SAN LUIS PASS Rd

Address property within notification area

Printed Name

Contact Phone Number

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RECEIVED

SEP 13 2019

PLANNING





City of Galveston

DEVELOPMENT SERVICES
823 Rosenberg, Rm 401 | Galveston, TX 77550
planningcounter@galvestontx.gov | 409-797-3660

NOTICE OF PUBLIC HEARING REGULAR MEETING

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Planning and Development Division
PO Box 779 (823 Rosenberg Room 401)
Galveston, Texas 77553-0934
Attn: Janice Norman

- ☐ I am in favor
☒ I am opposed
☐ I have no comment

19P-047
September 17, 2019/October 17, 2019

COMMENTS:

Sig _____

Printed Name/

Address of property within notification area

*Contact Phone Number

*Please be advised that any and all comments received, are subject to the Texas Public Information Act. However, the contact phone number is to be used by Planning Staff only. You may be contacted regarding additional information and/or changes in meeting dates.

Please note local and state law requires that written notice of a public hearing shall be sent to each owner, as indicated by the most recently approved municipal tax roll. It is possible for property ownership to change as notices are generated. The City of Galveston will accept any notification of property owner changes in our offices for correction with regard to legal notice of planning and zoning cases.



ORDINANCE NO. 19-__

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING CHAPTER 2, “ADMINISTRATION”, ARTICLE IV, “BOARDS, COMMISSIONS, AND COMMITTEES”, SECTION 2, “GALVESTON COMMISSION FOR THE ARTS”, OF “THE CODE OF THE CITY OF GALVESTON 1982, AS AMENDED” CHANGING THE NAME OF THE COMMISSION, THE COMPOSITION OF THE COMMISSION, ALLOWING THE ELECTION OF A SECRETARY, ALLOWING THE COMMISSION TO FUNCTION AS AN ADVISORY ENTITY TO CITY COUNCIL FOR THE PURPOSE OF ASSISTING THE AWARD OF GRANTS FOR PUBLIC ART PROJECTS; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in March 2018, the City Council of the City of Galveston decided to set a budget for the Commission of the Arts; and,

WHEREAS, the Commission of the Arts had never before had a budget to fund public art projects in the City of Galveston; and,

WHEREAS, such funding is meant to increase the amount of public art available to the viewing public in the City of Galveston; and,

WHEREAS, it is necessary to amend the Code of the City of Galveston to define the role of the Commission, and give guidance and direction so that the Commission may carry out its assignment given by City Council; and

WHEREAS, the City Council finds it is in the public interest to amend the portion of the Code of the City of Galveston regarding the Galveston Commission of the Arts to empower the commission to receive applications and make recommendations to City Council for the funding of public art projects.

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

SECTION 1. That 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. That Chapter 2, “Administration”, Article IV, “Boards, Commission, and Committees”, Section 2, “Galveston Commission for the Arts”, the Code of the City of Galveston 1982, as amended, are hereby amended in the attached Exhibit A.

SECTION 3. It is hereby declared 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 not be declared invalid by 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 4. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 5. 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 and may be read and published by description caption only.

SECTION 6. 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 14th day of September, 2019, 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 __th day of _____, 2019.

Secretary for the City Council
of the City of Galveston

DIVISION 4. – GALVESTON ~~COMMISSION FOR THE CULTURAL~~ ARTS ~~COMMISSION~~

Sec. 2-180. - Established.

There is hereby established the Galveston ~~Cultural Arts~~ Commission. ~~for the Arts The~~ ~~Commission shall be~~ composed of ~~seven (7) nine (9)~~ voting members ~~consisting of two (2) members;~~ ~~three (3) members representing the~~ visual arts (painting, sculpture, pottery, jewelry) ~~and/or; one (1)~~ ~~such representative from a visual arts organization, this appointment shall rotate between a~~ representative from each organization from term to term, and the other representative from this category shall be an individual visual artist; ~~two (2) representatives from~~ the performing arts (music, theater, dance); such members should ~~have demonstrated a professional record of work at their chosen art form;~~ ~~one (1) such representative from a performing arts organization or commercial theater, such appointment shall be rotated between such organizations from term to term, and the other~~ representative being an individual performing artist; ~~one (1) representative from the education community;~~ ~~three (3) representatives from the community at large and one member who is the Chief Tourism Officer of the Galveston Convention & Visitor's Bureau;~~ and, ~~one (1) performing arts literary representative.~~ A city council member shall be appointed as an ex officio member without the right to vote.

(Ord. No. 93-15, § 2, 1-28-93; Ord. No. 94-28, § 2, 5-12-94; Ord. No. 03-070, § 2, 7-10-03)

Sec. 2-181. - Terms.

The ~~members councilmember~~ shall be appointed by the city council and shall serve at the discretion of the city council. The terms of the members shall be staggered, so that Council may make appointees to this board every year. Two (2) appointees shall begin their term on October __, 2019 and serve for one (1) year. Another two (2) appointees shall begin their term on October __, 2019 and serve for two (2) years. The final three appointees shall begin their term on October __, 2019, and serve a full three year term. Following the expiration of these initial terms, all appointed members will serve a full three year term, unless removed from the board by City Council or voluntarily relinquishing their position. ~~The other members of the commission shall be appointed by the city council for a term of two (2) years, except, of the first seven (7) members appointed, three (3) shall serve for a term of one (1) year. All other members shall serve for a term of two (2) years.~~ All appointees shall serve without compensation; and except for the appointed city councilmember may not hold any elective office of the State of Texas or any political subdivision thereof. Members of the committee shall elect a chairperson from among its members and any vacancy in an unexpired term shall be filled by council appointment for the remainder of the term. All appointees shall serve at the discretion of city council. No member may serve for more than two (2) consecutive full terms nor for any consecutive period greater than the period allowed by [section 2-161\(b\)](#) of the City Code. (Ord. No. 93-15, § 2, 1-28-93)

Sec. 2-182. - Powers, mission, goals and objectives.

- (a) The committee shall be an advisory committee.
- (b) The mission of the commission is to further the fine arts on Galveston Island through the recognition and development of excellence and all aspects of the cultural arts in the community, and insure the accessibility of the arts by all. The cultural arts commission shall be the sole gateway by which public art is produced and distributed. The Commission will serve as the authority establishing and managing art projects for the City of Galveston.
- (c) The goals of the commission are to develop a comprehensive policy for the arts and cultural associations under a cultural plan that includes a public art program and guidelines for private initiatives. Based on an evaluation of the community's cultural needs, resources, and aspirations, the commission may recommend appropriate programs, organizations, facilities, funding and budgets in support of the arts.
- (d) The commission shall have the following objectives:
 - (1) Initiate the process of cultural planning with participation from the arts community, public officials, local business leaders, and all other interested persons or entities;
 - (2) Facilitate the organization of an arts forum, opened to whomever wishes to attend, that would meet monthly or quarterly for the purpose of discussing any issues or ideas within the arts community;
 - (3) Conduct a survey and maintain an inventory of cultural resources to include display spaces, performance spaces, educational facilities and opportunities, artists, organizations and make an effort to assess the needs, aspirations, opportunities and potentials for these resources;
 - (4) Determine the levels and sources of public and private funding in support of the arts, develop strategies to sustain and expand that support and initiate a budget to insure the fair and equitable allocation of those funds;
 - (5) Integrate a public arts program into the city's planning and capital improvements program, and provide incentives for private investment and public art in order to enhance the character of neighborhoods in the visual aesthetics of the community;
 - (6) Collect and disseminate information within the community and from other cities on the economic benefits of cultural planning, cultural tourism, and the public and private support of the arts;
 - (7) Facilitate and encourage the development of art education programs in the public schools, public housing, or any other facility or entity that will provide exposure, appreciation, training, vocation, and marketing of the arts to all members of all cultures in the community and develop an artist-in-residence program utilizing either state and/or federal funds for such program; and
 - (8) Initiate a cultural exchange program with other communities for both the visual and performing arts.
 - (9) Develop and recommend to City Council the procedures by which the Commission will evaluate projects and applicants for funding and the basis upon which grants will be awarded. No awards are granted unless and until City Council approves granted awards.
 - (10) Recommend to City Council the award of funds for public art projects in accordance with guidelines approved by Council.

(Ord. No. 93-15, § 2, 1-28-93)

Sec. 2-183. - Quorum and voting.

A majority of the membership shall constitute a quorum for the conduct of business. All members of the commission except the council representative shall have the right to vote.

(Ord. No. 93-15, § 2, 1-28-93)

Sec. 2-184. - Meetings.

The commission shall meet as often as necessary to discuss matters within the concern of the committee and take necessary action thereon; however, the commission shall meet no less than once each month no less than four (4) times during each fiscal year. The quarterly meetings shall occur no later than thirty (30) days after the end of the previous fiscal quarter. The fiscal quarters are as follows:

Dates	Meeting Before
Oct. 1 st – Dec. 31 st	January 31 st
Jan. 1 st – Mar. 31 st	April 30 th
Apr. 1 st – June 30 th	July 31 st
July 1 st – Sept. 30 th	October 31 st

The chairperson of the commission, who shall be elected by a majority of the members, or any two (2) members of the commission may call a special meeting as necessary to conduct business. All meetings shall be subject to the Texas Open Meetings Act. The meeting shall be held at a place readily accessible to the public City Hall and in accordance with the Texas Open Meetings Act. Provided, however, the committee may convene into executive session on matters which are allowed to be closed to the public under the Texas Open Meetings Act. The commission shall elect a secretary from among its members and the secretary of the Commission shall record the minutes of the committee's meetings and post notice of the same in accordance with the law deliver the minutes to the City Secretary. The City Secretary shall post notice of meetings of the Commission in accordance with the law.

(Ord. No. 93-15, § 2, 1-28-93)

Sec. 2-185. - Rules of procedure.

The commission may adopt its own rules for the conduct of business before it. Should the commission fail to adopt its own rules of procedure, the conduct and procedure of the commission's meetings shall conform to and be governed by the City Charter, this Code, and Robert's Rules of Order, Revised.

(Ord. No. 93-15, § 2, 1-28-93)

Sec. 2-186. - Reserved. Budget and expenditures

(1) The City Council may allocate funds in the amount of \$50,000 derived from Hotel Occupancy Taxes (HOT) during the budget process for the promotion of public art in the City of Galveston.

(2) The Commission shall receive applications for funding of public arts projects and shall make recommendations to Council for the award of funds in accordance with the guidelines approved by City Council.

Editor's note— Ord. No. 03-070, § 3, adopted July 10, 2003, repealed § 2-186 in its entirety, which pertained to terms and derived from Ord. No. 93-15, § 2, adopted January 28, 1993, and Ord. No. 00-004, § 2, adopted January 13, 2000.

Secs. 2-187— **Artist Grants**

(1) Applicants will submit the following:

- Brief Biography including residency information
- Project Description including a detailed site plan
- Previous work samples 5-10 related images for Visuals Projects, 5 Minutes of Video for Performance, Writing Sample for Literary Works
- A proposed budget
- A proposal for public workshop if desired
- Timeline for completion: Projects must be completed during the 2019-2020 fiscal year.

(2) Eligible Projects

Public Art projects include any artwork that exists in the public sphere. Projects can be Visual Arts, Literary Arts, Performing Arts, or Media Arts. Funding is available to Individual Artists and Collectives. Artists may be supported by institutions, but grants will not be made to organizations. The public component of the project needs to be located in the City of Galveston. There are no residency restrictions, but Galveston residents are encouraged to apply. Members of the Commission may not apply for grant funding from the Commission.

(3) Review Process

All applications will be reviewed by the Galveston Cultural Arts Commission. Priority will be given to Galveston Residents. Proposals will be evaluated on artistic merit, feasibility, access to the public, and impact on the artistic community.

ORDINANCE NO. 19-__

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING CHAPTER 33, "TAXATION" OF "THE CODE OF THE CITY OF GALVESTON 1982, AS AMENDED" BY AMENDING THE REGULATIONS OF APPOINTMENTS OF THE ARTS AND HISTORICAL PRESERVATION ADVISORY BOARD; MAKING CHANGES TO THE PROCEDURES OF THE ARTS AND HISTORIC PRESERVATION BOARD BY REQUIRING QUARTERLY REPORTS; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 33-95 of the Galveston City Code created the Arts and Historical Preservation Advisory Board which oversees and manages the Arts and Historic Distribution of HOT funds to applicant organizations; and,

WHEREAS, Section 33-92 of the Code contains the distribution and procedures for the Arts and Historic HOT funds; and,

WHEREAS, City Council has deemed it necessary to change the manner of appointment to the Arts and Historic Preservation Board; and,

WHEREAS, in its last review, staff and members of the Arts and Historic Preservation Board discovered that the procedures governing the distribution of HOT required the addition of quarterly reports, in addition to the end of year report, to maintain accountability for funds.

WHEREAS, after due consideration, the City Council of the City of Galveston, Texas, finds it in the best interest of the public to amend Section 33 of the Code regarding who may be appointed to the Arts and Historic Preservation Board, and adding quarterly reports to the procedures regarding distribution of HOT funds.

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. Section 33-95, "Advisory Board" is hereby amended to read and provide as follows:

Sec. 33-95. – Advisory Board.

(a) There is hereby created a board known as the **A**rts and **H**istorical **P**reservation **A**dvisory **B**oard which shall consist of seven (7) persons selected and appointed by the city council for overlapping terms of three (3) years, commencing November 1, of each year, as follows:

~~Seven (7) Three (3) board members shall be citizens-at-large (positions one (1), two (2), and three (3)) and these at-large appointments shall not be board members of the chamber of commerce or the hotel/motel association; three (3) board members shall be nominated by the hotel/motel association (positions four (4), five (5), and six (6)); one (1) board member shall be nominated by the chamber of commerce (position seven (7)); and one board member shall be an ex-officio, nonvoting member, who may be a city council representative or a member of city staff (position eight (8)).~~

The first board shall serve as follows:

~~(1) Positions 1 and 2: October 2019 to October 2020 November, 1994 to November, 1995.~~

~~(2) Positions 3 and 4: October 2019 to October 2021 November, 1994 to November, 1996.~~

~~(3) Positions 5, 6 and 7: October 2019 to October 2022 November, 1994 to November, 1997.~~

~~(4) Position 8: The ex officio shall serve November, 1994 until their term as councilmember expires or member otherwise ceases to serve as councilmember. Thereafter, all members, except the ex-officio member, shall be appointed for a three-year term. "Term" shall be defined as November to November of each year. No member, except the ex-officio member, shall serve more than two (2) consecutive terms. The ex-officio member shall serve a term as determined by city council. All appointments shall be made by city council and all terms shall be staggered. No board member shall be an employee, officer, or board member of any organization receiving or requesting funds. However, any board member, may be a volunteer of an organization requesting or receiving funds.~~

SECTION 3. Section 33-92 - Distribution of tax proceeds.

For changes to the Criteria and Selection Procedures for Contributions of Hotel Occupancy Tax to Arts and Historical Preservation, see the attached Exhibit A.

SECTION 4. 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 5. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

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 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 14th day of September, 2019, 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 _____, 2019.

Secretary for the City Council
of the City of Galveston

This program shall begin for 2019-2020 Fiscal Year.

EXHIBIT 'A'

**ARTS AND HISTORY FUND ADVISORY BOARD CRITERIA AND
SELECTION PROCEDURES FOR CONTRIBUTIONS OF HOTEL
OCCUPANCY TAX TO ARTS AND HISTORICAL PRESERVATION**

The purpose of the Arts and History Fund Advisory Board of the City of Galveston (Advisory Board) is to allocate hotel motel occupancy tax (HOT) funds to arts and historic preservation groups pursuant to section 33-92(5) of **The Code of the City of Galveston, 1982, as amended.**

All applicants and current recipients are required to attend mandatory meetings. All meetings will be posted by the City Secretary's Office, which shall follow the laws as set out in the Texas Open Meetings Act.

1. Eligibility Requirements for all applicant organizations

Applicant organizations must:

1. demonstrate tax-exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code or other non profits the City of Galveston deems appropriate;
2. have been in operation for at least one (1) calendar year before the grant application deadline;
3. produce financial statements showing activity for one (1) calendar or fiscal year before the grant application deadline;
4. be headquartered in Galveston. An organizational history/philosophy statement shall be attached to the application;
5. provide programs and events available to City residents and tourists;
6. demonstrate that the request for hotel tax funds does not constitute more than 20 percent of the operational budget.
7. comply with all City ordinances and City procurement procedures when using funds received from the City of Galveston

2. Financial Documentation Required to Apply for Funding

All organizations shall include with their application to the Advisory Board a

proposed annual budget. The proposed budget shall include an itemized description of how the organization shall spend the hotel tax funds during the award year.

3. Criteria for Evaluation

The following criteria are intended to encourage organizations to reach the highest artistic, programmatic and organizational standards. All applications shall be ranked by the Board based on the following criteria:

Program quality (40 points) and;
Visitor appeal (40 points) and;
Administrative ability (20 points)

The primary purpose of all applying entities shall be to market their event or product to attract tourism to the City of Galveston. All awarded entities will participate in and complete the attached Standard Operation Procedure to ensure compliance with this purpose.

The Advisory Board shall use the above criteria and award points based on the organization's application.

Following are general guidelines applicable to each component of the Advisory Board's criteria:

A. Program Quality (40 Points):

- ° High artistic and/or programmatic quality as perceived by peers, critics and others, as appropriate;
- ° Innovative and creative programs;
- ° Vision and leadership demonstrated by the organization;
- ° Activities that further applicant's artistic and/or programmatic goals and objectives;
- ° Effective use of community resources; and
- ° Quality of marketing materials used for promotional purposes, and the scope of distribution of those materials. (Organizations should provide examples with the applications).

B. Visitor appeal (40 points):

- ° Organization's commitment to attract visitors;

- verifiable information regarding the organization's ability to attract visitors with proof of actual attendance of the event, program, or attraction, with details regarding attendance from off-island and on-island visitors, and, if possible, number of room nights related to the event;
- number of days per year attractions are open to the public; number of events and/or programs open to the public. (Organizations should provide a list of programs and activities with applications).

C. Administrative ability (20 points):

- continuing history of growth, stability and vision;
- long-range and/or short-range plan;
- governing board that is representative of the community, meets regularly and sets policies for the organization;
- evidence of ability to deliver services effectively, including qualified staff and volunteers;
- realistic budget and accurate appropriate financial reports;
- diverse funding sources, both earned and unearned and both public and private;
- effective use of available resources;
- demonstrated effective use of hotel tax funds in the past and/or effective proposed utilization of future tax funds, with credible references.
- a demonstration of efforts to involve individuals of diverse ethnic backgrounds;
- demonstrated willingness to collaborate with other groups;
- responsiveness to needs of culturally under-served audiences; and
- community contributions to the organization.

Historic Preservation. Entities wishing to engage in Historic Preservation may also apply for HOT funds pursuant to Section 33-92(5) of the Code of the City of Galveston. Such entities will submit a master plan demonstrating their ability and strategy to accomplish their goal of historic preservation, and detail how such historic preservation will benefit tourism. Such master plan shall include references and examples for past completed projects in the area of historic preservation. Such entities must demonstrate their proposed use complies with legally allowable

uses of HOT funds. Such entities shall also demonstrate that they will not gain any private benefit from the receipt of HOT funds, if they are awarded.

4. Evaluation and Award of Funds

A. The Advisory Board will coordinate the process of selecting recipients for funds for this program. Advisory Board members shall review the applications, establishing that all required documentation has been provided. A minimum of two Advisory Board members shall be assigned to each applicant organization, ensuring that at least two Advisory Board members are intimately familiar with the operations and the application of each organization.

B. The Advisory Board shall schedule public hearings on the second Wednesday of May of each year in which applicants shall be allowed to publicly address the Advisory Board. All applicants will be notified of the hearing date and all applicants shall address the Advisory Board during the public hearings. **The Advisory Board shall make funding recommendations to City Council, based on the ranking of organizations pursuant to the award of criteria points, in the first available City Council meeting in July. City Council shall make the decision on which entities are awarded funds, and the amount of such funds. The City Council's decisions shall be final.**

C. Each recipient shall execute a contract with the City of Galveston and comply with all City and State expenditure reporting requirements.

D. The Advisory Board shall hold a mandatory meeting on the second Wednesday in August for all entities who have been awarded funding by City Council following the City Council's decision. The purpose of the meeting shall be to instruct all recipients on the reporting requirements of the Advisory Board, state procurement laws, and to give an overview of the process of distribution. A copy of the procurement laws will be made available at the meeting. Each recipient shall have two (2) representatives present at the meeting who shall have authority to execute the contract with the City of Galveston.

E. It is the sole responsibility of the recipient to comply with all requirements of disbursement of hotel/motel occupancy funds and to obtain the funds within the year of allocation. All entities that are awarded funds must obtain and spend all disbursed funds by the end of the calendar year following the year in which funds are awarded. Recipients are subject to be audited by the City of Galveston at any time to ensure compliance.

5. Allocations.

Allocated funds will be disbursed on a fixed dollar amount for two year periods and will be based on a pro rata adjustment of the 6/8 made available, as provided in the City Code. The City will allocate up to ninety-five percent (95%) of available funds to qualifying organizations. Funds will be distributed

on a monthly basis. No entity shall be awarded more than 25% of net disburseable funds in any fiscal year. Net disburseable funds is the gross projected amount of 6/8 of the penny minus the Arts Commission \$50,000 and the 5 percent reserve.

Annually, \$50,000 of available funds will be used to fund public art as recommended by the Arts Commission per fiscal year. The Arts Commission shall manage their own projects in compliance with state law.

The remaining five percent (5%) shall be placed in a reserve fund balance. Once this reserve fund reaches 15% of the projected 6/8 of the penny in any given year, the City Council and the Advisory Board may make interim grants out of any excess available funds.

Interim Grants are only available to entities who were grant recipients for previous standard award cycles. The Board may make recommendations for such interim grants, and City Council will make a final decision on whether to fund such application.

All forfeited and excess funds generated from an under estimate of the value of the HOT fund will be placed in the reserve fund for future use consistent with this program.

Two Year Allocations

1. Applicant organizations shall meet the general eligibility requirements in Section 1. The Advisory Board shall evaluate the applicant organizations based on the criteria for evaluation established in Section 2.

2. End of year report. Each entity receiving funding shall submit quarterly financial reports and an end of year report to the City Finance Department. The End of Year report shall cover the fiscal year of the entity which has received funds. The annual report shall include a complete and duly executed copy of the Report Form. The end of year report shall be prepared on the cash basis of accounting, shall include budgets based on approved annual itemized HOT revenues and expenditures, and shall state the organization's intended use of the funds has not changed from the use indicated on the entity's original application. Failure to submit the end of year report will result in that entity not being considered for funding for the subsequent award year. The reporting deadlines are as follows:

1st Quarterly report due 60 days after December 31st.

2nd Quarterly report due 60 days after March 31st.

3rd Quarterly report due 60 days after June 30th.

End of Year Report due 90 days after September 30th.

Failure to submit the quarterly reports within the deadlines will result in the following forfeiture of remaining funds for the following fiscal quarter:

1 to 7 days 10% forfeiture

8 to 14 days 15% forfeiture

15 to 21 days 20% forfeiture

22 to 31 days 25% forfeiture

Failure to submit the end of year report within the deadline will result in the following forfeiture of remaining funds for the following fiscal year:

1 to 7 days 10% forfeiture

8 to 14 days 15% forfeiture

15 to 21 days 20% forfeiture

22 to 31 days 25% forfeiture

6. Use of Funds

Organizations shall use all funds allocated for the:

- Purpose of increasing tourist visitation in the areas of historical preservation and restoration, commemoration of historic events or locations, in the encouragement, promotion, improvement and application of the arts, including music (instrumental and vocal), dance, drama, folk art, creative writing, architecture design and allied fields, painting sculpture, photography, graphic and craft arts, motion pictures, television, radio, tape and sound recording, theater arts, and the arts related to the presentation, performance, execution and exhibition of these major art forms. The use of these funds shall be for any purpose that is allowed under Texas State Law for the use of HOT.

Organizations, in the use of funds received from the City, shall follow all federal, state, and local procurement laws, rules, and regulations.

At no point shall awarded funds be used by the entity for operations or salaries of the entities.

7. Forfeit of award:

(A) Allocated funds shall be forfeited to the City in the event the following occurs:

- (1) the organization awarded the funds uses the funds for a purpose not approved by the City as noted under this chapter or subsequent contract;
- (2) the organization awarded the funds fails to use the funds by the end of the City's calendar year for which the funds were awarded,
- (3) an organization ceases to qualify for the allocated funds. An organization may cease to qualify for the allocated funds by a

failure to follow the procedures as set out in this ordinance.

- (B) Any funds that are discovered to have been misused or unused shall be returned to the City.

8. Sunset

This ordinance shall be reviewed by the City of Galveston ten years from the date of its adoption.

ORDINANCE NO. 19- _____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING THE CODE OF THE CITY OF GALVESTON, AS AMENDED, CHAPTER 16, "HARBORS, WHARVES AND DOCKS", TO AMEND, UPDATE REGULATIONS, STANDARDS, AND DEFINITIONS; TO MAKE CLARIFICATIONS, RENAME, RENUMBER AND REARRANGE THE CHAPTER AS APPLICABLE; PROVIDING FOR PENALTIES AS APPLICABLE; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Galveston City Council seeks to promote the public health, safety, morals and general welfare of the municipality and the safe, orderly, and healthful development of the municipality; and,

WHEREAS, staff has reviewed various Chapters of the City Code. Staff has made recommendations in order to update rules, regulations, standards and procedures and make clarifications, and modifications, as applicable to the Chapter in furtherance of promoting the public health, safety, morals and general welfare of the municipality and the safe, orderly, and healthful development of the municipality; and,

WHEREAS, the City Council deems it in the public's interest to amend Chapter 16, "Harbors, Wharves and Docks", of "The Code of The City of Galveston 1982, as amended," as provided 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. Chapter 16, "Harbors, Wharves and Docks", of "The Code of The City of Galveston 1982, as amended," is amended to read and provide as follows:

Sec. 16-1. - Terms construed.

As used in this chapter, the following terms shall have the meanings designated in this section:

Vessel: A boat, ship, lighter, barge or other floating craft of any kind when berthed or moored at, or made fast to any waterfront property, or when moored or made fast or alongside any other vessel berthed or moored or made fast to any waterfront property, or when in any drydock, shipyard or repair yard, or otherwise undergoing construction or repair or when lying in the harbor, within the port and corporate limits of the city, or anchored or moored near thereto.

Waterfront property: All ~~of the lands and all of the~~ publicly owned docks, wharves, piers, bulkheads, landings, drydocks, shipyards, repair yards and similar facilities, railroad tracks, sheds, warehouses, plants, factories, buildings and other structures located on land adjacent to the Galveston Ship Channel or the Galveston Harbor.

Sec. 16-3. - Maintenance of waterfront property.

- (a) Every owner, occupier or lessee of a wharf, or the agent or manager thereof, shall keep the docks or slips ~~to the distance of thirty (30) feet on either side of the wharf from end to end~~, clear of logs, timber, bushes, seaweed and every species of filth or obstruction.
- (b) Every such owner, lessee or occupier of any wharf, or the agent or manager thereof who shall fail or refuse to maintain the docks as herein provided or shall fail or refuse to remove from such wharves, or any premises connected therewith, any filth or noxious and offensive matter of any kind within twenty-four (24) hours after having been notified so to do by the ~~director of health or~~ harbor master, shall be subject to prosecution.

Sec. 16-6. - ~~Same—Grain cars or other cars.~~ . Reserved.

~~It shall be unlawful for any person within the corporate limits of the city to be at, near or enter any grain cars or other cars on the wharf, or railway tracks, or elevator tracks in the city between the hours of 10:00 p.m. and 6:00 a.m., where he has no right or permission to be, under suspicious circumstances, and without being able to give a satisfactory account of the same.~~

Sec. 16-7. - Speed of vessels.

The speed of all vessels of ocean-going capability passing in the channel in the harbor of Galveston in front of the piers and wharves from the east end ~~container~~ terminal (Pier 10) to the Pelican Island Causeway Bridge shall proceed at a safe speed commensurate with prevailing circumstances and conditions. In this regard, due consideration shall be given to the maneuvering characteristics of each vessel, the size and draft of the vessel and the effect of the passing vessel on pier and wharf structures and upon moored vessels and port operations. Except where required by extraordinary circumstances, the maximum speed of vessels must not exceed eight (8) nautical miles per hour.

Sec. 16-11. - Obstruction and contamination of harbor

No person shall cast or deposit, or suffer to be cast or deposited in the harbor of the city any stone, gravel, earth, ashes, ~~trash~~ or other like substances, or any filth, logs or like floating things or create any obstruction therein.

Sec. 16-12. - Rodent control measures.

- (a) It shall be unlawful for any person in charge of any vessel to lay, fasten or cause to be laid or fastened any line, rope or cable from such vessel to any wharf, pier or bulkhead, or to any other vessel in the Harbor of Galveston unless such line, rope or cable is fixed and equipped with what is known as a rat protector or rat guard, of not less than thirty-six (36) inches in diameter ~~and and/or as of a pattern or design approved by the director of public health. Harbor Master or designee.~~
- (b) It shall be unlawful for any person in charge of any vessel to discharge or permit to be discharged from such vessel any freight, cargo or passengers without maintaining a strict guard on all gangways, planks or steps leading therefrom to prevent the escape of rats from such vessel.

ARTICLE III. - IDENTIFICATION CARDS

Sec. 16-66. - Required.

- (a) It shall be unlawful for any person to enter, go upon, remain or be upon any waterfront property, or go on board any vessel, unless such person has in his possession at the time a valid ~~unless such person has in his possession at the time a valid~~ identification card/credential issued by a government entity ~~pass issued by the person having the management and control of such waterfront property or vessel.~~
- (b) None of the provisions of subsection (a) of this section shall apply to military personnel on active duty in the armed forces of the United States of America and wearing proper uniforms, or to the law enforcement officers of the United States of America, the state or the city, provided such military personnel or law enforcement officers have and produce, if required, proper identification and their purpose in going on such waterfront property is in the furtherance or performance of their official duties, nor shall its provisions apply to the members of the fire department or of any ambulance service when answering calls in the performance of their respective duties.

Sec. 16-67. - Persons eligible to issue.

Any identification card, pass or permit required to be issued under the terms of this article by the person having the management and control of any waterfront property, shall be issued only by the following:

- (a) The person having the direct management and control of such property.
- (b) In the case of a firm, by a member thereof.
- (c) In the case of a corporation, by the president or general manager thereof, or a person duly designated for the purpose by the directors, president or general manager of such corporation.
- (d) In the case of the properties of the Galveston Wharves, by the chairman of the board of trustees or ~~general manager of the Galveston Wharves or a person designated for the purpose by such chairman or general manager~~ the facility

security officer (FSO) or a person designated for the purpose by the general manager or FSO.

Secs. 16-68—16-80. - Reserved.

ARTICLE IV. - FIRE PREVENTION AND PROTECTION

DIVISION 1. - GENERALLY

Sec. 16-82. - Technical standards adopted.

All persons, operations, construction on waterfront property shall comply with the following standards: current adopted editions and amendments of the City of Galveston; and state law; including but not limited to:

- (1) International Fire Code 2000 edition with amendments;
- (2) NFPA 307-00, Fire and Marine Terminals, 2000; International Building Code with amendments
- (3) NFPA 101, Life Safety Code, 2000;
- (4) NFPA 231, Indoor General Storage, 1995;
- (5) NFPA 230, Standard for Fire Protection Storage, 1999;
- (6) NFPA 231C, Rack Storage of Materials, 1995;
- (7) NFPA 231D, Storage of Rubber Tires, 1994;
- (8) NFPA 307, Operation of Marine Terminals, 1995;
- (9) NFPA 312, Fire Protection of Vessels During Construction, Repair and Layup, 1995; which are hereby adopted by reference as if set out at length herein.

Sec. 16-85.— Reserved.

Sec. 16-86.— Permit required for certain engines.

Sec. 16-85. – 16-86. Reserved.

- (a) — It shall be unlawful for any person to drive or operate in, on or over any wharf, dock or pier constituting a part of waterfront property any automobile or other motor vehicle propelled by the use of oil, gasoline or naphtha, by electricity or by any sort of internal combustion engine, without a permit so to do from the person in charge and control of such waterfront property.
- (b) — Upon the application by the owner or driver of any such vehicle which is used or to be used exclusively for commercial purposes in the transportation of cotton or other commodities and merchandise upon any waterfront property, the person having the management and control of such waterfront property shall issue to such applicant a permit authorizing such vehicle to be driven or operated upon and over the

~~waterfront property designated in such permit by the person therein designated, provided, the applicant complies with the requirements in subsections (c) and (d) of this section.~~

~~(c) — The applicant shall present identification of himself, and if the motor vehicle is to be driven by another person, proper identification of such other person satisfactory to the person having the management and control of the waterfront property over which such vehicle is to be driven or operated.~~

~~(d) — The applicant shall present, to the person having management and control of the waterfront property, satisfactory evidence that such motor vehicle is to be used exclusively for the transportation of cotton or other merchandise and commodities and that such vehicle is in good mechanical condition and can be safely operated over such waterfront property.~~

~~(e) — Violations of the city's fire prevention code, the policies of the Port of Galveston, or the standards herein adopted by a person in charge of such a vehicle or the use of any such vehicle for a purpose other than that for which a permit has been granted shall be a misdemeanor and grounds for revocation of the permit.~~

Sec. 16-105. - Vessels carrying, loading or unloading explosives.

(a) It shall be unlawful for the master, owner or agent of any vessel in the harbor of Galveston to receive, load or unload upon any such vessel any explosive not covered by a permit issued by the U.S. Coast Guard and the city fire department.

(b) ~~In accordance with the U.S. Coast Guard regulations, any vessel loading or unloading any amount of explosives or one which has on board over three hundred (300) pounds of explosives shall display the international code flag "Bravo" at the masthead.~~

(c) ~~In accordance with the U.S. Coast Guard regulations, no vessel containing explosives shall remain at any pier or wharf in the harbor of Galveston more than twelve (12) hours. after having received on board such vessel more than three hundred (300) pounds of explosives.~~

(d) It shall be unlawful for the owner or agent or master of any ship or vessel arriving in the harbor of Galveston and having on board ~~more than three hundred (300) pounds of~~ explosives to approach within three hundred (300) yards of any pier or wharf in the harbor without permission from the harbormaster to do so.

(e) Subsections (a) through (c) shall not apply to any vessel of war in the service of the United States.

SECTION 3. 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 4. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 5. 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 6. This Ordinance shall be and become effective on, from and after its adoption and publication in accordance with the provisions of the Charter of the City of Galveston.

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 an Ordinance adopted by the City Council of the City of Galveston at its regular meeting held on November 14, 2019, 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 ____, 2019.

Secretary for the City Council
Of the City of Galveston

CHAPTER 16 – HARBOR, WHARVES AND DOCKS

Chapter 16 - HARBORS, WHARVES AND DOCKS

ARTICLE I. - IN GENERAL

Sec. 16-1. - Terms construed.

As used in this chapter, the following terms shall have the meanings designated in this section:

Vessel: A boat, ship, lighter, barge or other floating craft of any kind when berthed or moored at, or made fast to any waterfront property, or when moored or made fast or alongside any other vessel berthed or moored or made fast to any waterfront property, or when in any drydock, shipyard or repair yard, or otherwise undergoing construction or repair or when lying in the harbor, within the port and corporate limits of the city, or anchored or moored near thereto.

Waterfront property: All ~~of the lands and all of the~~ publicly owned docks, wharves, piers, bulkheads, landings, drydocks, shipyards, repair yards and similar facilities, railroad tracks, sheds, warehouses, plants, factories, buildings and other structures located on land adjacent to the Galveston Ship Channel or the Galveston Harbor.

Sec. 16-2. - Inspections.

- (a) Every person driving or riding in or upon any automobile, truck, wagon or other conveyance or vehicle of any character on any waterfront property, and any person possessing or carrying upon any waterfront property, or vessel, in any manner, any package, parcel, bundle or other thing so covered as to be concealed shall allow any officer authorized by law, or any person designated for such purpose by the person having the control and management of such waterfront property or vessel to inspect and examine such automobile, truck, wagon, conveyance, vehicle, package, parcel, bundle or covered thing.
- (b) Such refusal or failure in addition to any other penalty provided by law shall authorize the prevention of the entry of such person upon the waterfront property or vessel, or his immediate ejection therefrom, by force if necessary.

Sec. 16-3. - Maintenance of waterfront property.

- (a) Every owner, occupier or lessee of a wharf, or the agent or manager thereof, shall keep the docks or slips ~~to the distance of thirty (30) feet on either side of the wharf from end to end,~~ clear of logs, timber, bushes, seaweed and every species of filth or obstruction.
- (b) Every such owner, lessee or occupier of any wharf, or the agent or manager thereof who shall fail or refuse to maintain the docks as herein provided or shall fail or refuse to remove from such wharves, or any premises connected therewith, any filth or noxious and offensive matter of any kind within twenty-four (24) hours after having been notified so to do by the ~~director of health or~~ harbor master, shall be subject to prosecution.

Sec. 16-4. - Illegal parking of vehicles.

It shall be unlawful for any persons to park or allow to be parked any vehicle:

- (a) Upon any waterfront property within eight (8) feet six (6) inches of any railroad track.
- (b) At any other place not designated for the parking of vehicles by the person having the management and control of such waterfront property.
- (c) On any part of the Pelican Island Causeway and the approaches thereto at any place between its southernmost terminus on Galveston Island, being approximately one hundred seventy-six (176) feet north of Winnie Street and the northernmost terminus on Pelican Island.

Sec. 16-5. - Suspicious circumstances—Pelican Island Causeway.

It shall be unlawful for any person within the corporate limits of the city to be on any part of Pelican Island Causeway between its southernmost terminus on Galveston Island, being approximately one hundred seventy-six (176) feet north of Winnie Street and the northernmost terminus on Pelican Island between the hours of 10:00 p.m. and 6:00 a.m., where he has no right or permission to be, under suspicious circumstances, and without being able to give a satisfactory account of the same.

Sec. 16-6. - ~~Same—Grain cars or other cars.~~ . Reserved.

~~It shall be unlawful for any person within the corporate limits of the city to be at, near or enter any grain cars or other cars on the wharf, or railway tracks, or elevator tracks in the city between the hours of 10:00 p.m. and 6:00 a.m., where he has no right or permission to be, under suspicious circumstances, and without being able to give a satisfactory account of the same.~~

Sec. 16-7. - Speed of vessels.

The speed of all vessels of ocean-going capability passing in the channel in the harbor of Galveston in front of the piers and wharves from the east end container terminal (Pier 10) to the Pelican Island Causeway Bridge shall proceed at a safe speed commensurate with prevailing circumstances and conditions. In this regard, due consideration shall be given to the maneuvering characteristics of each vessel, the size and draft of the vessel and the effect of the passing vessel on pier and wharf structures and upon moored vessels and port operations. Except where required by extraordinary circumstances, the maximum speed of vessels must not exceed eight (8) nautical miles per hour.

Sec. 16-8. - Maximum period vessels allowed in front of wharves.

- (a) No vessel coming into the Harbor of Galveston shall be allowed to lie in the stream, in front of the wharves, for a longer time than one hour, except in case of emergency, preparatory to hauling into a berth.
- (b) No vessel preparing to go to sea shall be allowed to lie in the stream in front of the wharves, for a longer time than one hour, except in case of emergency, after leaving her berth.

Sec. 16-9. - Reserved.

Sec. 16-10. - Removal of wrecked vessels.

No person shall leave the wreck of any vessel in the harbor after being duly notified by the harbor master to remove it.

Sec. 16-11. - Obstruction and contamination of harbor

No person shall cast or deposit, or suffer to be cast or deposited in the harbor of the city any stone, gravel, earth, ashes, **trash** or other like substances, or any filth, logs or like floating things or create any obstruction therein.

Sec. 16-12. - Rodent control measures.

- (a) It shall be unlawful for any person in charge of any vessel to lay, fasten or cause to be laid or fastened any line, rope or cable from such vessel to any wharf, pier or bulkhead, or to any other vessel in the Harbor of Galveston unless such line, rope or cable is fixed and equipped with what is known as a rat protector or rat guard, of not less than thirty-six (36) inches in diameter **and and/or as of a pattern or design approved by the director of public health. Harbor Master or designee.**
- (b) It shall be unlawful for any person in charge of any vessel to discharge or permit to be discharged from such vessel any freight, cargo or passengers without maintaining a strict guard on all gangways, planks or steps leading therefrom to prevent the escape of rats from such vessel.
- (c) It shall be unlawful for any person to unload or remove or permit to be unloaded or removed any crated cargo from any vessel until such crated cargo has been carefully inspected to insure against rats being brought ashore therein.
- (d) Whenever the deck of any vessel berthed, moored or docked at any wharf, pier or bulkhead in the harbor shall sink to less than seven (7) feet above the surface of such wharf, pier or bulkhead, such vessel shall be fended away from such pier, wharf or bulkhead (except during stormy weather) a distance of not less than four (4) feet by short floating spars fastened together, and in such case the rat guard or protector on each line, rope or hawser of such vessel shall be placed no more than one foot distant from the vessel.

Secs. 16-13—16-30. - Reserved.

ARTICLE II. - ADMINISTRATION AND ENFORCEMENT

DIVISION 1. - GENERALLY

Sec. 16-31. - Transfer of city-owned property to the management of the board of trustees of the Galveston wharves.

- (a) That certain city-owned Pelican Island property described below is hereby transferred to the board of trustees of the Galveston wharves for the management, maintenance, operation and control of such properties as set forth in Article XII of the Charter of the City of Galveston, Texas:

A parcel or tract containing 214.2382 acres being all of those called five tracts comprising lease parcels being known as Tract I (five parcels being called Parcel "A" containing called 2.98 acres; Parcel "B" containing called 11.32 acres; Parcel "C" containing

called 9.14 acres; Parcel "D" containing called 88.19 acres; and Parcel "E" containing called 63.62 acres), Tract II containing called 37.02 acres, Tract III containing 24.9983 acres "save and except" 23.8500 acres as described in Book 3231, Page 388 in the Galveston County Deed Records, Tract IV containing called 0.4734 acre tract being that same 0.4734 acre tract described in Book 2253, Page 10 of the Galveston County Deed Records, and Tract V containing called 3.44 acres as described in Book 307, page 100 of the Galveston County Deed Records, and also being part of and out of land on Pelican Island or Spit, in the City of Galveston, County of Galveston, Texas; said 214.2382 acres being more particularly described by metes and bounds as follows:

Beginning at a four-inch plug pipe filled with concrete found marking the northeast corner of the said called 88.19 acre tract, being that same monument cited by Paul Milligan, P.E., on map or plat of survey dated and revised on May 10, 1945, with called coordinates of $X=3,339,012.85$ and $Y=565,300.75$ as referenced to the Texas Coordinate System (South Central Zone), said beginning point also being the northerly corner of said called 24.9983 acre tract, on the south line of a forty-foot wide drainage easement as described in Volume 1889, Page 607 of the Galveston County Deed Records;

Thence, south $16^{\circ}25'46''$ east (called south $18^{\circ}30'17''$ east, as referenced in deed call to the Texas Coordinate System, South Central Zone), along the easterly line of said called 88.19 acre tract, same being the westerly line of said called 24.9983 acre tract, for a distance of 1,787.41 feet to a five-eighths-inch iron rod set for corner, same being a re-entrant corner of the aforesaid called 23.8500 acre tract as described in Book 3231, Page 388 of the Galveston County Deed Records;

Thence, south $62^{\circ}03'39''$ west, along the northerly line of said called 23.8500 acre tract, for a distance of 174.77 feet (called 173.63 feet) to a five-eighths-inch iron rod set for corner, same being the easterly line of the said called 88.19 acre tract;

Thence, south $27^{\circ}51'16''$ east, along the common line for the said called 88.19 acre tract and the called 24.9983 acre tract, for a distance of 1,349.20 feet (called 1,347.73 feet) to a point for corner, same being the southeast corner of the aforesaid called 9.14 acre tract (Tract I, Parcel "C"), on the called U.S.E.D. Harbor Line;

Thence, in a general southwesterly direction, along the called U.S.E.D. Harbor Line (as cited on the aforementioned map or plat prepared by Paul Milligan, P.E., on May 10, 1945) with calls as follows:

South $62^{\circ}08'44''$ west—798.27 feet;

South $77^{\circ}08'44''$ west—1,286.19 feet; and

South $89^{\circ}50'14''$ west—641.39 feet

to the southeast corner of a called 3.44 acre tract conveyed to the City of Galveston and being that same tract described in Book 3177, Page 97 of the Galveston County Deed Records;

Thence, north $16^{\circ}25'46''$ west, along the easterly line of said called 3.44 acre tract, for a distance of 382.32 feet (called 380.17 feet) to a five-eighths-inch iron rod set for corner, same being the northeast corner of said called 3.44 acre tract;

Thence, south 89°32'58" west, along the northerly line of said called 3.44 acre tract, for a distance of 410.00 feet to a five-eighths-inch iron rod set for corner, same being the northwest corner of said called 3.44 acre tract;

Thence, north 16°25'46" west, along the westerly line of the aforesaid called 63.62 acre tract (Tract I, Parcel "E"), for a distance of 2,547.83 feet to a five-eighths-inch iron rod set for corner, same being the northwesterly corner of said called 63.62 acre tract;

Thence, north 73°34'14" east, along the northerly line of said called 63.62 acre tract, at 780 feet pass a four-inch plug pipe filled with concrete, being the common northerly corner of said called 63.62 acre tract and 88.19 acre tract, and continue for a total distance of 2,645.39 feet to a five-eighths-inch iron rod set for corner, same being the southwest corner of aforesaid called 0.4734 acre tract;

Thence, north 16°14'34" west, along the westerly line of said called 0.4734 acre tract, for a distance of 412.54 feet to a five-eighths-inch iron rod set for corner, same being the northwest corner of said called 0.4734 acre tract, on the southerly right-of-way line of Sea Wolf Parkway (formerly Pelican Island Boulevard);

Thence, north 73°45'26" east, along the southerly right-of-way line of Sea Wolf Parkway, same being the northerly line of said called 0.4734 acre tract, for a distance of 50.00 feet to a five-eighths-inch iron rod set for corner, same being the northwest corner of a called 0.6657 acre tract as described in deed recorded in Book 3135, Page 856 of the Galveston County Deed Records;

Thence, south 16°14'34" east, along the common line of said called 0.4734 acre tract and 0.6657 acre tract, for a distance of 412.37 feet to a five-eighths-inch iron rod set for corner, on the northerly line of said called 88.19 acre tract;

Thence, north 73°34'14" east, along the northerly line of said called 88.19 acre tract, for a distance of 284.61 feet to the place of beginning, of a tract containing 214.2382 acres.

- (b) As consideration for the transfer of the property described above, the board of trustees of the Galveston wharves shall pay to the city the sum of \$12,000.00 per year.
- (c) That certain city-owned Pelican Island property described below is hereby transferred to the board of trustees of the Galveston Wharves for the management, maintenance, operation and control of such property as set forth in article XII of the City Charter:

That certain tract of land on Pelican Island (sometimes known as "Pelican Spit"), in Galveston County, Texas, situated in the southwesterly corner of Lot One (1), Range Twenty-eight (28) as shown on the map adopted by the Board of City Commissioners of Galveston and recorded in Book 254, page 62 of Galveston County Records, more particularly described as follows:

Beginning at a point in the west boundary line of Lot 1, Range 28, which line is also the east boundary of Twenty-Ninth Street, said point being in the center of a concrete marker cast within a 4" iron pipe located about 55 feet landward of the average tide shoreline, said point having the coordinates (X = 3,337,063.39; Y = 561,726.50), referred to the Texas Plane Coordinate System, South Central Zone, as established by the United States Coast and Geodetic Survey in 1934;

Thence North 16° 25' 45.8" West 229.52 feet along the east boundary of the said Twenty-Ninth Street to a point marked by a 1" iron pipe;

Thence North 89° 32' 58.3" East 410 feet to a point marked by a 1" iron pipe;

Thence South 16° 25' 45.8" East 380.17 feet to a point in the U.S. Government Harbor Line, which point is in a line which bears South 89° 32' 58.3" West from U.S. Government Harbor Line Point No. 9;

Thence South 89° 32' 58.3 West 410 feet along the U.S. Government Harbor Line (approved by Ass't Secretary of War September 24, 1921, and reapproved by the Secretary of War September 19, 1939, as indicated on Corps of Engrs., U.S. Army harbor line map dated May 1939, File No. GALV. 306-16, on file in the office of the Chief of Engineers, Corps of Engineers, U.S. Army, Washington, D.C.) to a point in the U.S. Government Harbor Line;

Thence North 16° 25' 45.8" West 150.65 feet along the east boundary of the said Twenty-Ninth Street to the Point of BEGINNING. Containing 3.44 acres of land more or less.

- (d) As consideration for the transfer of the property described in subsection (c), the board of trustees of the Galveston Wharves shall pay to the city the sum of ten thousand dollars (\$10,000.00) per year.

Secs. 16-32—16-41. - Reserved.

DIVISION 2. - HARBOR MASTER

Sec. 16-42. - Powers.

The harbor master shall have power:

- (a) To regulate and station all vessels in the harbor, within the port and corporate limits of the city and at the waterfront property thereof, or moored or anchored near thereto and in such proximity to other shipping as to affect the same in case of fires or in the loading and unloading of their cargoes or ballast.
- (b) To move vessels from one place to another, whenever he shall deem it necessary to afford a more general accommodation to the shipping in the harbor.
- (c) To move or remove abandoned vessels or vessels holding over in berths against instructions to leave.

Sec. 16-43. - Duties.

It shall be the duty of the harbor master to carry out the provisions of this chapter, to superintend and enforce the execution of all ordinances regulating activity on and to prevent and remove all nuisances from the waterfront. He shall perform such other duties as may be prescribed by the Charter, the board of trustees of the Galveston Wharves and the city council.

Sec. 16-44. - Right to board and move vessel; liability for expenses.

- (a) If any person having charge of any vessel, within the harbor and corporate limits of the city, shall refuse or neglect to remove or regulate the same, after having been notified to do so by the harbor master, the harbor master shall have the power and authority to go aboard such vessel, with such assistance as he may think necessary, and remove or otherwise regulate such vessel to such point or in such manner as he may think just and proper for the better accommodation of other shipping in the port.
- (b) Such person in charge shall, in addition to any other penalty provided by law, be liable for all expenses incurred by the harbor master in his removal of such vessel. Such expense may be sued for and recovered for the use of the city before any court of competent jurisdiction.

Secs. 16-45—16-65. - Reserved.

ARTICLE III. - IDENTIFICATION CARDS

Sec. 16-66. - Required.

- (a) It shall be unlawful for any person to enter, go upon, remain or be upon any waterfront property, or go on board any vessel, unless such person has in his possession at the time a valid identification card/credential issued by a government entity ~~pass issued by the person having the management and control of such waterfront property or vessel.~~
- (b) None of the provisions of subsection (a) of this section shall apply to military personnel on active duty in the armed forces of the United States of America and wearing proper uniforms, or to the law enforcement officers of the United States of America, the state or the city, provided such military personnel or law enforcement officers have and produce, if required, proper identification and their purpose in going on such waterfront property is in the furtherance or performance of their official duties, nor shall its provisions apply to the members of the fire department or of any ambulance service when answering calls in the performance of their respective duties.

Sec. 16-67. - Persons eligible to issue.

Any identification card, pass or permit required to be issued under the terms of this article by the person having the management and control of any waterfront property, shall be issued only by the following:

- (a) The person having the direct management and control of such property.
- (b) In the case of a firm, by a member thereof.
- (c) In the case of a corporation, by the president or general manager thereof, or a person duly designated for the purpose by the directors, president or general manager of such corporation.
- (d) In the case of the properties of the Galveston Wharves, by the ~~chairman of the board of trustees or~~ general manager of the Galveston Wharves or ~~a person designated for the purpose by such chairman or general manager~~ the facility security officer (FSO) or a person designated for the purpose by the general manager or FSO.

Secs. 16-68—16-80. - Reserved.

ARTICLE IV. - FIRE PREVENTION AND PROTECTION

DIVISION 1. - GENERALLY

Sec. 16-81. - Enforcement.

The provisions of this article shall be enforced by the harbor master and the fire marshal.

Sec. 16-82. - Technical standards adopted.

All persons, operations, construction on waterfront property shall comply with the following standards: current adopted editions and amendments of the City of Galveston, and state law; including but not limited to:

- (1) International Fire Code 2000 edition with amendments;
 - (2) International Building Code, with amendments NFPA 307-00, Fire and Marine Terminals, 2000;
 - (3) NFPA 101, Life Safety Code, 2000;
 - (4) NFPA 231, Indoor General Storage, 1995;
 - (5) NFPA 230, Standard for Fire Protection Storage, 1999;
 - (6) NFPA 231C, Rack Storage of Materials, 1995;
 - (7) NFPA 231D, Storage of Rubber Tires, 1994;
 - (8) NFPA 307, Operation of Marine Terminals, 1995;
 - (9) NFPA 312, Fire Protection of Vessels During Construction, Repair and Layup, 1995;
- which are hereby adopted by reference as if set out at length herein.

Sec. 16-83. - Fire hoses.

- (a) Every owner, agent, master or captain of any vessel, immediately upon its arrival in the Port of Galveston, shall couple its fire hose and have the same ready for immediate use at all times.
- (b) Sufficient power and/or auxiliary power shall be provided as to enable a full stream of water to be turned into any compartment thereof at any time.
- (c) In the event that such vessel shall not be provided with sufficient hose to reach each hatch of such vessel, the owner, agent, master or captain thereof shall supply it immediately with sufficient hose so to do.

Sec. 16-84. - Closing and covering hatches.

It shall be the duty of the master of any vessel while loading or unloading in the Port of Galveston, to see that as soon as work is stopped for the day all hatches are put on and covered with tarpaulins.

Sec. 16-85. - Reserved.

Sec. 16-86. Permit required for certain engines.

Sec. 16-85. – 16-86. Reserved.

- (a) — It shall be unlawful for any person to drive or operate in, on or over any wharf, dock or pier constituting a part of waterfront property any automobile or other motor vehicle propelled by the use of oil, gasoline or naphtha, by electricity or by any sort of internal combustion engine, without a permit so to do from the person in charge and control of such waterfront property.
- (b) — Upon the application by the owner or driver of any such vehicle which is used or to be used exclusively for commercial purposes in the transportation of cotton or other commodities and merchandise upon any waterfront property, the person having the management and control of such waterfront property shall issue to such applicant a permit authorizing such vehicle to be driven or operated upon and over the waterfront property designated in such permit by the person therein designated, provided, the applicant complies with the requirements in subsections (c) and (d) of this section.
- (c) — The applicant shall present identification of himself, and if the motor vehicle is to be driven by another person, proper identification of such other person satisfactory to the person having the management and control of the waterfront property over which such vehicle is to be driven or operated.
- (d) — The applicant shall present, to the person having management and control of the waterfront property, satisfactory evidence that such motor vehicle is to be used exclusively for the transportation of cotton or other merchandise and commodities and that such vehicle is in good mechanical condition and can be safely operated over such waterfront property.
- (e) — Violations of the city's fire prevention code, the policies of the Port of Galveston, or the standards herein adopted by a person in charge of such a vehicle or the use of any such vehicle for a purpose other than that for which a permit has been granted shall be a misdemeanor and grounds for revocation of the permit.

Sec. 16-87. - Smoking on vessels.

The master of a vessel shall designate areas of the ship where smoking is to be permitted. It shall be unlawful for any person to smoke on a vessel near open decks or in its holds or in any area of the vessel which its master has not designated as an area where smoking is permitted.

Sec. 16-88. - Throwing or dropping cigarettes or flammable substances from vessels.

It shall be unlawful for any person to throw, drop or allow to fall from any vessel:

- (a) Any lighted cigar, cigarette, pipe, tobacco or other lighted substance.
- (b) Any match or other flammable or incendiary object or substance of any kind whether or not the same be ignited or lighted.

Sec. 16-89. - Permit for welding or hot work.

It shall be unlawful for any person to conduct any welding or other hot work without a permit issued by the harbor master. All such work shall be conducted in accordance with the terms and conditions of such permit.

Sec. 16-90. - Heating pitch, tar or other combustibles.

It shall be unlawful for any person to heat or transfer pitch, tar or other combustible product along or upon any waterfront property without first having obtained written permits required by the U.S. Coast Guard and the city fire department. Said permits are not to be issued until all applicable federal regulations and permits are complied with and issued. Upon obtaining said permits, the harbor master shall be contacted for designation of the place to or upon which such operation may take place.

No pitch, tar or other combustible shall be heated on board any vessel. Such heating shall be done on stages or boats capable of being removed in case of accident.

Sec. 16-91. - Painting in vessel hold while loading cotton or like material.

It shall be unlawful while any vessel in the Port of Galveston is engaged in loading cotton or other like combustible material, or before her load is complete, for any person to paint in or about any part of any hold of such vessel.

Secs. 16-92—16-102. - Reserved.

DIVISION 2. - EXPLOSIVES OR HAZARDOUS MATERIALS

Sec. 16-103. - Reserved.

Sec. 16-104. - Permit to load, transport, etc.

It shall be unlawful for any person to transport, load or unload or to assist in transporting, loading or unloading any explosive along or upon any waterfront property without first having obtained written permits required by the U.S. Coast Guard and the city fire department. Upon obtaining said permits, the harbor master shall be contacted for designation of the place to or upon which such explosives may be transported, loaded or unloaded.

Sec. 16-105. - Vessels carrying, loading or unloading explosives.

- (a) It shall be unlawful for the master, owner or agent of any vessel in the harbor of Galveston to receive, load or unload upon any such vessel any explosive not covered by a permit issued by the U.S. Coast Guard and the city fire department.
- (b) In accordance with the U.S. Coast Guard regulations, any vessel loading or unloading any amount of explosives or one which has on board over three hundred (300) pounds of explosives shall display the international code flag "Bravo" at the masthead.
- (c) In accordance with the U.S. Coast Guard regulations, no vessel containing explosives shall remain at any pier or wharf in the harbor of Galveston more than twelve (12) hours after having received on board such vessel more than three hundred (300) pounds of explosives.
- (d) It shall be unlawful for the owner or agent or master of any ship or vessel arriving in the harbor of Galveston and having on board more than three hundred (300) pounds of

explosives to approach within three hundred (300) yards of any pier or wharf in the harbor without permission from the harbormaster to do so.

- (e) Subsections (a) through (c) shall not apply to any vessel of war in the service of the United States.

ORDINANCE NO. 19- _____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING CHAPTER 25, "OIL AND GAS," OF THE CODE OF THE CITY OF GALVESTON, 1982; AS AMENDED, UPDATING THE CODE REGARDING PREEMPTION BY THE STATE OF REGULATIONS ON OIL AND GAS OPERATIONS AND ALLOWING REGULATIONS BY THE CITY OF ABOVE GROUND RELATED ACTIVITIES, INCLUDING REGULATIONS UNDER SPECIFIC CIRCUMSTANCES, IN ACCORDANCE WITH STATE LAW; PROVIDING FOR AN EFFECTIVE DATE; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, except as provided in the Texas Natural Resources Code (TNRC) §81.053, a municipality or other political subdivision may not enact or enforce an ordinance or other measure, or an amendment or revision of an ordinance or other measure, that bans, limits, or otherwise regulates an oil and gas operation within the boundaries or extraterritorial jurisdiction of the municipality or political subdivision; and,

WHEREAS, the TNRC allows a municipality or other political subdivision to enact, amend, or enforce an ordinance or other measure that:

- (1) regulates only aboveground activity related to an oil and gas operation that occurs at or above the surface of the ground, including a regulation governing fire and emergency response, traffic, lights, or noise, or imposing notice or reasonable setback requirements;
- (2) is commercially reasonable;
- (3) does not effectively prohibit an oil and gas operation conducted by a reasonably prudent operator; and,
- (4) is not otherwise preempted by state or federal law.

WHEREAS, staff desires to keep the City of Galveston current with state law and recommends amending Chapter 25, "Oil and Gas" of "The Code of the City of Galveston 1982, as amended", as reflected in Section 2 below; and,

WHEREAS, the City Council of the City of Galveston deems it to be in the public interest to amend Chapter 25 "Oil and Gas" of The Code of the City of Galveston 1982, as amended.

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. The Code of the City of Galveston 1982, as amended, Chapter 25 "Oil and Gas" is amended to read and provide as follows:

Sec. 25-1. - Purpose and scope of chapter.

(a) *Purpose.* The city council finds that there have been drilling and production operations for oil and gas within the corporate limits of the city and that there is a likelihood of drilling and production operations and other operations incident to exploration, drilling, production, transportation and processing and incident to the existence of such operations, which should be regulated because of the fire hazards created by such operations, as well as the menace of unsanitary conditions, noise and possibility of injury to persons and property and threats to the health, safety and welfare of the public in general for which the police power of the state, which is delegated to this city is to be and is hereby invoked in aid of the enforcement.

(b) *Scope.* This chapter regulates:

- (1) only aboveground activity related to an oil and gas operation that occurs at or above the surface of the ground, including a regulation governing fire and emergency response, traffic, lights, or noise, or imposing notice or reasonable setback requirements;
- (2) is commercially reasonable;
- (3) does not effectively prohibit an oil and gas operation conducted by a reasonably prudent operator; and,
- (4) is not otherwise preempted by state or federal law.

shall govern the exploration, drilling, production, transportation, processing and storage of hydrocarbons and matters incident thereto in all areas within the corporate limits of the city.

Sec. 25-2. - Definitions.

Drilling block: A geographical area of the city the boundaries of which are determined pursuant to the provisions of section 25-3 prior to the time a permit to drill has been granted.

Oil and gas facility: shall mean any fixed physical facility (permanent or temporary), whether onshore or offshore, which is used on either a regular or an adjunct basis to perform oil and gas exploration, drilling, production, preliminary processing, storage and transportation.

Oil and gas operations: shall mean all operations and activities which are a regular part of oil and gas exploration, drilling, production, preliminary processing, and transportation (except retail distribution of natural gas pursuant to franchise agreement with the city).

Wetlands: shall mean those areas that are periodically inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for reproduction and growth in saturated soil conditions.

Sec. 25-3 – 25-6. - **Drilling blocks and production units. Reserved.**

- (a) — *Drilling blocks.* In order that the purpose and intent of this chapter, as stated in section 25-1, shall be properly carried out and in order that future drilling for oil and gas within the city may proceed in an orderly manner, and for convenience and clarity in identifying the location of approved or proposed drilling locations, all areas of the city easterly of 103rd Street have been divided into drilling blocks as shown on map Exhibit A which is incorporated into this chapter by reference for all purposes. The drilling blocks shown on said Exhibit A are identified by number. The exact description of any such drilling block shall be determined in the manner specified in subsection (c) hereof and shall contain the approximate number of acres as shown on Exhibit A. With respect to all areas of the city westerly of 103rd Street and any other area of the city not shown on Exhibit A above, the petroleum superintendent shall determine the appropriate boundaries of a drilling block at the time an application for a drilling permit is filed. In so determining said boundaries, the petroleum superintendent shall assign each drilling block an identification number; and drilling blocks for production of gas shall be approximately seven hundred four (704) acres and drilling blocks for oil shall be approximately forty (40) acres each.
- (b) — *Production units.* After a permit is granted to a permittee to drill a well on a drilling block, such a drilling block shall be thereafter called a production unit. The acreage content and number of any such production unit shall be the same as that theretofore given to the drilling block on which such a permit has been granted. No application to drill on any drilling block will be approved unless the applicant shows that he owns or controls by voluntary agreement operating rights with respect to not less than fifty (50) percent in surface area of the production unit; and, if less than all of the operating rights in a particular tract are owned or controlled by applicant, the surface acreage as to such tract shall be proportionately reduced in making the contribution. Except as may be provided for herein, nothing in this chapter shall prevent a permittee who meets the requirements of this paragraph from drilling an additional well or wells on a production unit unless the petroleum superintendent or city council refuses to grant a permit for such additional well or wells for any of the reasons hereinafter set forth.
- (c) — *Survey, description of drilling blocks.* Each applicant is required by section 25-5 to file a drilling application with the petroleum superintendent, and such application shall include a metes and bounds description of the drilling block proposed to be covered by the permit. The metes and bounds description shall be prepared by a licensed surveyor and shall conform, to the greatest extent reasonably possible, to the outlines of the drilling block shown on said Exhibit A or the drilling block determined by the petroleum superintendent, as the case may be. When so approved, the description so furnished shall become the official legal description of the designated drilling block and the succeeding production unit resulting from the granting of the permit to drill a well on such a drilling block. The petroleum superintendent shall take into account the metes and bounds descriptions of all production units previously approved in determining the propriety of the description furnished in connection with any permit application in order to obtain ultimate conformity to the pattern shown on said drilling block map or maps.

Sec. 25-4.— Oil and gas master plan; well locations.

- (a) — *Introduction.* At an election held on August 12, 1978, the electorate of the city adopted an oil and gas master plan, which plan set forth the policies of the city relating to regulation and

development of oil and gas operations and facilities within the city. A copy of said plan, as adopted, is available in the office of the city secretary. The provisions of subsections (a) through (g) of this section comprise said master plan, are supplementary to the provisions of the city's comprehensive zoning ordinance (Chapter 25, Code of the City of Galveston, 1960, as amended [not reproduced in this volume]) and may be amended only as provided in subsection (g) hereof.

(b) — *Definitions.* For purposes of this section, the following terms shall have the following meanings:

(1) — "Oil and gas facility" shall mean any fixed physical facility (permanent or temporary), whether onshore or offshore, which is used on either a regular or an adjunct basis to perform oil and gas exploration, drilling, production, preliminary processing, storage and transportation.

(2) — "Oil and gas operations" shall mean all operations and activities which are a regular part of oil and gas exploration, drilling, production, preliminary processing, and transportation (except retail distribution of natural gas pursuant to franchise agreement with the city).

(3) — "Wetlands" shall mean those areas that are periodically inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for reproduction and growth in saturated soil conditions.

(c) — *Operations, etc., prohibited in certain locations.* Except to protect the public safety in time of emergency, all oil and gas facilities and oil and gas operations, except pipelines, are prohibited in the following locations:

(1) — Within one and one-half (1½) miles of the shore line of the Gulf side of Galveston Island.

(2) — Onshore, east of 103rd Street, with the following exceptions:

a. — Pelican Island;

b. — Airport and new golf course;

c. — Light and heavy industrial zones as presently or hereafter established by ordinance;

d. — U.S. government reservation;

e. — South of the Seawall and east of extension of the westernmost boundary of the U.S. government reservation, provided the proposed site is more than three hundred (300) feet south of the Seawall and drilling is not otherwise prohibited.

(3) — Within three hundred (300) feet of any park or residential, commercial, industrial, institutional, public or other building regularly or periodically occupied by persons, provided that the proposed bore hole for all new drill sites shall be prohibited within five hundred (500) feet of such buildings.

(4) — In any wetlands or within fifty (50) feet thereof.

(5) — Within tidal areas in water depths of less than four (4) feet below mean low water, Gulf Coast Low Water Datum.

- (6) — Within Offatt's Bayou, English Bayou, or any lake.
- (7) — Onshore and offshore on the channel side of the South Jetty.
- (8) — Onshore from the western end of the Seawall to the Galveston Island State Park, south of a line lying three hundred (300) feet north of the open beaches surveyed vegetation line (but in no event, south of a line three hundred (300) feet north of the base of the most northerly sand dune).
- (9) — Onshore from the easternmost boundary of Galveston Island State Park westward, south of a line lying fifty (50) feet north of the northern right-of-way line of FM 3005, to the westerly city limits.
- (10) — Within fifty (50) feet of a travelled public or private street right-of-way.
- (11) — Within any other areas deemed appropriate by city council, where, upon public hearing, such prohibition is found to be consistent with the orderly development and best interest of the city.
- (d) — *Spacing.* Minimum spacing for any offshore well site within six (6) miles of the shoreline (whether the site shall include one or more wells) shall be three-fourths of a mile.
- (e) — *Drilling.* No offshore drilling in the Gulf within six (6) miles of the shoreline shall commence during the period from March 15 through September 15 of any year.
- (f) — *Notification.* All persons owning property (surface estate) within three hundred (300) feet of any proposed onshore oil and gas facility or operation for which an application for permit or other approval has been filed with the city, shall be given notice of such proposed facility or operation as provided herein. Such notice shall state the time, date and location of hearing to consider said application, and shall be given by mailing a copy of the notice properly addressed to each such person at his address shown on the most current tax rolls of the city. Where the proposed facility is a drilling operation, such notification shall extend to owners within five hundred (500) feet of said facility. In addition, a notice of any such proposed facility or operation shall be published in the official newspaper of the city, and such notice shall also set forth the time, date and place for hearing to consider such application. The hearing required hereunder may be conducted simultaneously with the hearing required to be held under the city's comprehensive zoning ordinance relating to issuance of specific use permits for extraction of petrochemicals.
- (g) — *Amendment.* Subsections (a) through (g) hereof, inclusive, may be amended only upon the favorable vote of the electorate of the city in an election held to consider any such amendment.
- (h) — *Streets, alleys and easements.* No well shall be drilled within or at any surface location nearer than fifty (50) feet from any utility easement unless a variance is approved by the petroleum superintendent.
- (i) — *Location near cemeteries and parks.* No well shall be drilled at any surface location which is on or less than three hundred (300) feet from the exterior boundary line of land utilized for cemeteries or public parks.
- (j) — *Deed restriction provisions.* Nothing contained in this chapter shall be construed as authorizing the drilling of any well where the operator has no legal authority to do so. It is

expressly provided that no well shall be drilled at any location where there are of public record legally enforceable deed restrictions or covenants prohibiting the drilling of such well.

(k) — *Surface rights.* Neither this chapter or any permit issued hereunder shall be interpreted as granting any right or license to the permittee to enter upon or use any land nor shall it limit or prevent the free right of the owner of such land to contract for any payment of any kind for damages or for rights or privileges with respect thereto.

(l) — *Well location partly within drilling block.* A directional well may have a surface location in one drilling block and be bottomed under another drilling block provided that the bottom hole location meets the requirements of the railroad commission.

(m) — *Landscape.* Contemporaneously with the issuance by the city council of a specific use permit for extraction of petrochemicals, under the city's comprehensive zoning ordinance, the city council shall approve a landscaping plan for any proposed drill site. Under such plan, trees, shrubs and other vegetation which shield the area from public view may be required to be planted and maintained at the site. All requirements of any such adopted plan shall be met and completed within ninety (90) days from time of completion of drilling operations, subject to extension authorized by the director of urban planning and transportation for good cause. This subsection (m) shall not be construed to waive or replace any other provision of this chapter relating to the requirement that fences be erected around completed drill sites to prevent unauthorized intrusion.

Sec. 25-5. — Drilling and operating permits.

(a) — *Permits required.* Any person, firm or corporation desiring to conduct drilling operations in the city shall obtain the following permits:

(1) — Specific use permit pursuant to the provisions of the city's zoning ordinance, Chapter 25 of the 1960 Code; and,

(2) — *Drilling permit* issued pursuant to the provisions of this chapter.

It shall be unlawful for any person, acting either for himself or as an agent, employee, independent contractor or servant of any other person to commence to drill, to drill or to operate any well or to assist in the drilling, completing or operating of any such well for which a permit is required hereunder if a lawful permit therefor has not been obtained.

(b) — *Application for drilling permit.* An application shall be filed in duplicate (with all exhibits attached securely thereto) in the office of the petroleum superintendent for each well to be drilled, redrilled or drilled deeper. Such application shall be signed and the accuracy of the contents thereof shall be sworn to before a notary public by the applicant or some representative of applicant having legal authority to enter into contracts binding upon the applicant, and the applications shall include (as exhibits constituting a part of the same, where appropriate) the following:

(1) — The name and address of the applicant and, if the applicant is a corporation, the name and address of the person upon whom process may be served for such corporation and, if the applicant is a partnership, the names and addresses of the general or managing partners.

- (2) —The name, address and telephone number of a person designated as the agent of the applicant to receive for the applicant all process or citation notices and demands hereunder. If appropriate, more than one telephone number should be furnished.
- (3) —The applicant shall file with the petroleum superintendent as Exhibit 1 an affidavit stating the name of the applicant, the numerical designation of the drilling block or the production unit (if for an additional well on a production unit) covered thereby, the metes and bounds description reflected by the official survey thereof as approved by the petroleum superintendent as required in section 25-3(c), hereof, and a statement to the effect that to the best of the knowledge and belief of the applicant his application for a permit to drill complies with all of the requirements of this chapter. Such affidavit shall contain at least the information included on the example affidavit which follows:

AFFIDAVIT

I, ;namerule, the undersigned affiant, having been duly sworn by the notary public whose name and seal appear below, on my oath certify as follows:

1. —I, as applicant (or as legal representative of the applicant, having due and legal authority to enter into contracts binding upon said applicant) have submitted an application for permit to drill a well, as defined in Chapter 25 of the Code of the City of Galveston, to a depth of not more than _____ feet below the surface of the ground, which well is proposed to be located within Drilling Block No. _____,* as designated by said Code of the City of Galveston, and which drilling block is more particularly described by metes and bounds as follows:
(Metes and bounds description of drilling block including total number of acres contained therein)

2. —The above metes and bounds description of Drilling Block No. _____ was prepared by a licensed land surveyor.

Dated this _____ day of _____ / _____ / _____, 19__.

Notary- _____ public- _____ in- _____ and- _____ for
Galveston County, Texas

The State of Texas County of Galveston

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated. Given under my hand and seal of office this the _____ day of _____ / _____ / _____, A.D., 19 _____.
Notary public in and for Galveston County, Texas

*If the application is for an additional well on a production unit, the words "Production Unit No. _____." shall be substituted for the "Drilling Block No. _____."

- (4) — Applicants shall file, in addition to the metes and bounds description to be included in the above affidavit, a plat of the drilling block proposed to be covered by the permit, which plat shall be prepared and certified by a licensed land surveyor and which shall show the proposed surface location of the well, together with distances from said well to the exterior boundary lines of said drilling block. Said plat shall show:
- a. — Distances from the proposed surface well location to any structures or residences intended for human occupancy and any lot or tract of land zoned for residential purposes which are located within five hundred (500) feet from said surface location and
 - b. — Shall show whether or not such well location is in compliance with the requirements of section 25-4 and
 - c. — Shall show the location of all wetlands situated within fifty (50) feet of said facilities.
- (5) — Proposed total depth of the well.
- (6) — Proposed casing and cementing program of the well.
- (7) — Copies of railroad commission Form 1 and railroad commission drilling permit shall be attached as Exhibits 2 and 3.
- (8) — Insurance certificate dated not more than ten (10) days prior to filing the application shall be attached as Exhibit 4. This certificate shall indicate that the applicant has complied with at least the minimum insurance requirements specified in this chapter at section 25-7.
- (9) — A copy of such bonds as required by this chapter shall be attached to Exhibit 5. If no bond is required, applicant shall attach as Exhibit 5 a statement to the effect that no bond is required with a brief statement pertaining to the reason for the exception to the bond requirement.
- (10) — All applications for permits to drill shall be accompanied by a filing and permit fee of seven thousand five hundred dollars (\$7,500.00), in cash or cashier's or certified check made payable to the "City of Galveston."
- (11) — The application for a permit shall include a statement by the applicant authorizing the city to expend such funds as may be necessary under the circumstances to regain well control in accordance with the terms and provisions of section 25-6(O).
- (12) — Provided, however, that no permit shall be issued to any applicant for the drilling of any well that will produce oil, gas or other hydrocarbons singularly or in connection with water from any depth less than six thousand (6,000) feet unless and until a plan has been submitted and approved by the petroleum supervisor and the city manager to prevent any subsidence as a result of such production.
- (13) — A statement setting forth the fact that the Galveston city council has issued a specific use zoning permit for the drilling of a well on the proposed site, to whom such specific use permit was issued, the date of issuance, together with any conditions or stipulations attached thereto, together with a copy of said specific use permit.

- (c) — *Recompletion operations.* No application for a permit is required for recompletion and/or plugging and abandoning operations. However, a five-day prior notice accompanied by a description of the proposed program shall be filed with the petroleum superintendent. A copy of the appropriate railroad commission report shall be filed with the petroleum superintendent within thirty (30) days after the recompletion and/or plugging and abandoning of the well.
- (d) — *Well service operation.* No application for a permit or report is required for well service operations. However, a five-day prior notice accompanied by a description of the proposed program shall be filed with the petroleum superintendent.
- (e) — *Shut-in well reports.* When shut-in well reports are required to be furnished to the railroad commission, copies thereof shall be furnished to the petroleum superintendent.
- (f) — *Application for additional drilling permits on a production unit.* Applications for additional drilling permits on a production unit shall be filed in the same manner and shall contain the same information as that required in applications for the drilling permit covering the original drilling block, and the fee for each such additional well shall be seven thousand five hundred dollars (\$7,500.00).
- (g) — *Application meeting ordinance requirements shall be approved by petroleum superintendent.* Upon receipt of an application for a permit to drill and operate a well, the petroleum superintendent shall date and set up a file for each such application and examine same for compliance with this chapter. If the application is in compliance with all provisions of this chapter and the petroleum superintendent finds that the proposed location and the drilling of such well will not violate any provision hereof, then he will issue a permit within ten (10) days after receipt of the application. In the event the petroleum superintendent has found cause to deny the permit, then he shall within said ten (10) days return the original copy of the application and filing fee to applicant and inform the applicant in writing of his reasons for such denial. The petroleum superintendent shall have the right to approve or deny an application upon the grounds contained in subsection (h)(5), below. In such a case, the applicant may then rectify the reasons for denial of permit by the petroleum superintendent and/or appeal to the city council through the procedure described in subsection (h).
- (h) — *Procedure where permit is denied by petroleum superintendent.*
- (1) — If the petroleum superintendent does not approve a permit and the applicant desires consideration by the city council, the applicant may appeal his application to the city council and thereafter the city council can approve or deny said application in accordance with this paragraph.
 - (2) — The original copy of the application, accompanied by the filing fee and a copy of the petroleum superintendent's written denial, shall be forwarded to the city secretary for hearing by the city council. The date of the hearing shall be set by the city council.
 - (3) — Notice of the date, time, place and subject matter of the hearing before the city council shall be given by the city secretary, at the applicant's expense, by publication at least once in a daily newspaper published in the city at least five (5) days prior to the date of the hearing. Such notice shall be substantially in the following form:

Notice is hereby given that _____, as applicant, pursuant to the provisions of section 5 of Chapter 25 of the Code of the City of Galveston, did on the _____ day of _____ / _____ / _____, 19 _____, file with the city secretary an application for a permit to drill and/or operate a well upon Galveston Drilling Block No. _____. Said application and a map showing the lands comprising said drilling block and the exterior boundaries thereof are on file in the office of the city secretary and are at said office subject to the examination of all persons during regular office hours. A hearing upon such application will be held at the City Hall by the city council on the _____ day of _____ / _____ / _____, 19 _____, at _____ o'clock _____ .m., and at such continued hearing or hearings, if any, as the city council may in its discretion designate.

Proof of publication of such notice shall be made by the printer or publisher of the newspaper publishing the same by affidavit filed with the city secretary, and such affidavit shall be prima facie evidence of such publication.

(4) — In the event a majority of the members of the city council are not present at a hearing on an application for a permit, or, at the discretion of the members of the city council, if a majority of the members thereof are present at the hearing, the hearing may be continued to a designated time and date. If the foregoing provisions conflict with the existing procedure rules with respect to a quorum and the conduct of business at such a hearing, the said rules shall govern the action of the city council at any such hearing.

(5) — Where a particular location and the character and value of the permanent improvements already erected on or approximately adjacent to the particular location in question make such location dangerous and/or undesirable, and where the land and surroundings are adapted for school, college, university, hospital, park or civic purpose or for health or safety reasons, or any of them, or where a well on a particular location might be injurious or a disadvantage to the city or to its inhabitants as a whole, or to a substantial number of its inhabitants or visitors as a group, the city council shall have the power to refuse any application for a permit to drill a well at any particular location on any drilling block or on any production unit superseded thereby. The council may grant a permit on such reasonable conditions as are deemed necessary to protect all persons and property as may be affected by the drilling and production operations. When the council refuses to issue a permit for the particular drilling location on a drilling block or production unit as applied for by the applicant, it may, in lieu thereof, designate as the drilling location a different drilling site on the drilling block or production unit subject to the applicant obtaining all requisite leases, contracts and surface permissions for the designated substituted drilling site.

(6) — The city secretary shall furnish a copy of the action of the city council to applicant and a copy to the petroleum superintendent within three (3) days after the council has made a decision. If for any reason the permit as applied for is not granted or if the applicant refuses the permit because of any condition imposed therein, the application and filing fee will be returned to the applicant.

Sec. 25-6. — Rules for drilling and producing operations.

(a) — *Compliance with laws, rules and regulations.* Any violation of any valid law or of any valid rule, regulation or requirement of any state or federal regulatory body having

jurisdiction with reference to drilling, completing, equipping, operating, producing, maintaining, or abandoning oil or gas wells or related appurtenances, equipment or facilities, or with reference to firewalls, fire protection, blow-out protection or safety of persons or property shall be a violation of this chapter.

(b) — *Pits.* The use of earthen pits for reserve mud or waste material such as drilling mud, contaminated mud, drill stem test returns and the like are not permitted.

(c) — *Derricks and rigs.* No operator shall use or operate in connection with the drilling or reworking of any well, any wooden derrick or steam-powered rig, or permit any drilling rig or derrick to remain on the premises or drill site for a period longer than sixty (60) days after completion or abandonment of any well. All engines shall be equipped with mufflers in good operating condition.

(d) — *Drilling fluid.* The bore hole of any well while being drilled or reworked shall at all times contain drilling fluid of a weight and viscosity which a reasonably prudent operator would use to keep the well under control.

(e) — *Blow-out preventers.* After setting and cementing surface casing, two (2) dual control hydraulically operated ram-type blow-out preventers equipped with both blind rams and pipe rams and having a working pressure rating equal to the maximum well-head pressure expected, shall be used for all drilling or completion operations involving the use of drill pipe or tubing after the surface casing has been set. For wells drilled below nine thousand (9,000) feet, an annular or bag-type blow-out preventer shall be used in addition to the two (2) dual controlled blow-out preventers above specified. During drilling and completion operations, the blow-out preventers shall be tested at least once every twenty-four (24) hours and crews shall be required to alternate in making such tests. Note of such tests should be made on the driller's log. All control equipment shall be in good working order and condition at all times. The power source for operation of the blow-out preventers shall be a separate power source located remotely from the rig substructure and shall include an accumulator with one hundred twenty-five (125) percent of the capacity sufficient to operate all the blow-out preventers at least one time. The ram-type blow-out preventers shall also be equipped with mechanically operated closing devices with appropriate extension handles accessible on the outside of the drilling rig substructure to be used in the event of failure of the hydraulic power normally used for operation of the rams. A kill line hookup and a choke manifold assembly with at least two (2) choke controls, a master valve, and a gauge shall be included in each blow-out preventer assembly. This assembly shall have a working pressure rating equivalent to the blow-out preventer equipment and shall be kept in good operating condition at all times for the purpose of controlling the well at all times. During drilling, all wells shall be fitted with an upper kelly cock in proper working order to close in the drill string below the hose and swivel when necessary for well control. A lower kelly safety valve shall be installed at the bottom of all kellys. Such valve shall be designed so that it can be run through the blow-out preventers. There shall be maintained at all times on the rig floor, safety valves to include:

(1) — Full opening valves in similar design as the lower kelly cock safety valve.

(2) — Inside blow-out preventer valve with wrenches, handling tools, and necessary subs for all drilling pipe sizes and tubing sizes in use; such safety valves to be installed when needed for well control.

An exception to any requirement may be granted by the petroleum superintendent with the approval of the city manager.

(f) — *Surface casing.* All operators shall be required to set and cement a sufficient amount of surface casing to properly protect all fresh water sand in accordance with any governmental agency having jurisdiction. The length of surface casing shall in no case be less than one thousand (1,000) feet or less than fifteen hundredths times the length of the next string of pipe proposed to be set. Notification to the petroleum superintendent must be given and permission granted before the well is drilled deeper than the originally proposed depth for any casing string to be run subsequent to the setting of the surface casing. The surface casing shall be of new casing meeting API specifications and designed as to tension, collapse, and burst according to accepted engineering practices and safety factors. A volume of cement shall be used, which according to accepted engineering procedures, is calculated to fill the annular space between the surface casing and well bore to the surface of the ground, and the cement shall be allowed to stand for a minimum period of twelve (12) hours before the plug is drilled. If cement returns to the surface are not obtained, the upper portion of the surface casing shall be adequately cemented from the surface. The surface casing and blow-out preventer equipment shall be pressure tested, after notification to the petroleum superintendent of the time of testing, in accordance with testing procedures set out in the railroad commission rules. Exceptions may be granted by the petroleum superintendent with approval of the city manager.

(g) — *Production and protection casing.* The producing and protection strings of casing shall be of new pipe meeting API specifications and designed as to tension, collapse, and burst according to accepted engineering practices and safety factors. Cementing shall be by the pump and plug method and the volume of cement, which is calculated according to accepted engineering practices, shall be sufficient to fill the annular space between the casing and the well bore to a point at least six hundred (600) feet above the shoe or the highest producing zone, whichever is the shallower depth. Cement shall be allowed to stand for a minimum of twelve (12) hours before drilling the plug. Casing centralizers shall be run in the vicinity of any formations containing hydrocarbons and near the bottom of the string. An exception may be granted by the petroleum superintendent with approval of the city manager.

(h) — *Drillstem tests.* No operator shall conduct or allow to be conducted any swabbing operations or the taking or completion of any drillstem test except during daylight hours. Drillstem tests may be conducted only if the well effluent remaining in the drillpipe at the time the tool is closed is flushed to the surface by circulating drilling fluid down the annulus and up the drillpipe. An exception to the requirements of this section may be granted by the petroleum superintendent with approval of the city manager.

(i) — *Formation pressures.* No well shall be completed or operated in a zone which is reasonably anticipated to produce shut-in pressures in excess of the working pressure rating of the standard API wellhead equipment on the well.

(j) — *Wellheads.* All wells drilled or completed after the effective date of this chapter will be equipped with casing heads, tubing heads, and wellhead connections which conform to API standards. The casing heads used on such wells shall have working pressure ratings of not less than three thousand (3,000) pounds per square inch. Tubing heads and wellhead connections used on such wells shall have working pressure ratings in excess of the well's

shut-in surface pressure. All such wells having a surface shut-in pressure of three thousand (3,000) pounds per square inch or less shall be equipped with at least one master valve and one wing valve. All wells having surface shut-in pressures in excess of three thousand (3,000) pounds per square inch shall be equipped with at least two (2) master valves and one wing valve, and no such well shall have threaded connections between the surface safety valve and the Christmas tree.

(k) — *Multiple completions.* Multiple connections and tubingless completions are permitted.

(l) — *Surface safety valves.* A high-low surface safety valve shall be installed on all wells with a surface shut-in pressure in excess of three thousand (3,000) pounds per square inch.

(m) — *Subsurface safety valves.* All producing wells which are naturally flowing or which are located within a bay or on land within one hundred fifty (150) feet of a bay shoreline (said shoreline being defined as five-tenths (0.5) feet above United States Coast and Geodetic Datum) and which a surface elevation of less than ten (10) feet above this datum, or which are located within fifty (50) feet of a public street, shall be equipped with a subsurface safety valve (storm choke) installed in the tubing or production string. This valve shall be pulled and inspected between April 1 and August 1 of each year and more often if desired by the operator. An affidavit of compliance with this subsection shall be filed with the petroleum superintendent by April 15 and August 15 of each year. An exception to this provision may be granted by the petroleum superintendent with approval of the city manager.

(n) — *Final report.* Within thirty (30) days after completion of any well, permittee shall file in the office of the petroleum superintendent a final report which shall be a copy of the appropriate railroad commission form(s).

(o) — *Well control.* In the event of the loss of control of any well the operator shall immediately take all reasonable steps to regain control of such well, regardless of any other provision of this chapter, and shall notify the petroleum superintendent as soon as practicable. If and when the petroleum superintendent certifies in writing to the city secretary that in his opinion (a) danger to persons or property exists because of such loss of well control, briefly describing the same, and (b) the operator is not taking or is unable to take all reasonably necessary steps to regain control of such well, the petroleum superintendent may employ any well control expert or experts or other contractors or suppliers of special services, or may incur any other expense for labor or material which the petroleum superintendent deems necessary to regain control of such well. The city shall have a valid lien against the interest in the well of all working interest owners who have voluntarily joined in the drilling of such well, to secure payment of any expenditure made by the city pursuant to any such action of the petroleum superintendent in regaining control of said well.

(p) — *Relief wells.* Drilling of a relief well may be commenced without first securing a permit if such action is deemed necessary in the good faith opinion of the operator. Operator shall make all reasonable efforts to notify the petroleum superintendent by telephone as soon as feasible, but failure to make such notification shall not be deemed a violation of this chapter. Within twenty-four (24) hours after the commencement of operations for the drilling of such a relief well, the operator drilling the same shall notify the petroleum superintendent that such operations have been commenced, stating fully the reasons therefor, and such operator shall within five (5) days after such commencement of operations make application for a permit to drill said well as elsewhere provided in this chapter. The operator drilling such

relief well shall also furnish promptly any information with respect to such relief well as may be requested from time to time by the council or the petroleum superintendent. No such well drilled as a relief well under the provisions of this paragraph shall be completed as a producing well unless a permit therefor shall have been issued in the same manner as is required hereunder for the drilling of any other well. Any relief well not completed as a producing well within six (6) months after commencement of drilling operations shall be plugged and abandoned unless the operator elects to complete and maintain the well as a relief well for safety purposes.

- (q) — *Pipelines.* Before any excavation or construction work is commenced on any pipeline to produce, collect, process and/or transport oil, gas, water or other product to or from any well site, on, over, under, along or across any city street, sidewalk, alley or other city property, a permit shall first be obtained from the city council as required by the City Charter. All pipelines shall be laid only in accordance with the provisions of such permit, this chapter, the City Charter and other ordinances of the city. All permanent pipelines constructed after the effective date of this chapter, and replacement of any part of any pipeline existing at the date of this chapter, shall be composed of all new pipe meeting USAS B-31.8-1968 specifications and shall be installed and tested in accordance with these specifications. Operators constructing any pipelines shall furnish the petroleum superintendent with a plat showing the proposed and as built location and size of such pipelines. No operators shall interfere with or damage existing storm sewers, drainage facilities, water lines, sewer lines or gas lines, or facilities or public utilities located on, under or across the course of any such pipeline. Temporary lines may be laid under revocable easements.
- (r) — *Storage facilities.* Steel storage tanks shall be used for the storage of liquid hydrocarbons and shall be constructed, installed and maintained in good and workmanlike manner. All such steel tanks shall meet the minimum quality and design standards of API standard 12B bolted steel tanks or API standard 12D welded steel tanks including recommended pressure and vacuum relief valves. All such tanks shall be equipped with a vent line and at the point where gas is vented to the atmosphere from said vent line a flame arrester shall be installed. Each tank or tank battery, as the case may be, shall be surrounded by an earthen fire wall located at such a distance from the tanks and of sufficient height to hold and retain at least one and one-half (1½) times the maximum capacity of such storage facilities. An operator may use, construct and operate steel conventional separators and such other appurtenances as are reasonably necessary for treating oil, condensate, or gas at each tank battery location. Such facilities shall be constructed and maintained so as to meet or exceed API standards. Each oil and gas separator shall be equipped with both a regulation pressure relief safety valve and a bursting head.
- (s) — *Fired vessels.* No fired vessel or open flame shall be located nearer than one hundred fifty (150) feet from any well or storage tank.
- (t) — *Fences.* All wells and production facilities shall be adequately protected by a fence constructed so as to prevent easy entry; however, any wellhead, tank battery, pumping unit or equipment appurtenant thereto located on any lease, tract or farm, which is adequately fenced in its entirety will require no additional fencing. Safety precautions normally taken by reasonably prudent operators shall be observed.

- (u) — *Pumping unit prime movers.* Only electric prime movers shall be permitted for the purpose of pumping wells unless a waiver of this provision is obtained from the petroleum superintendent.
- (v) — *Vented gas.* No operator shall allow gas to escape or be vented into the air except for bleed gas normally vented from standard gas-operated controls and normal stock tank vapors. All gas burned shall be burned in a manner which does not create or constitute a fire hazard and the location of the torch, pipe or other burning device, the construction thereof, the maintenance thereof, and the operation thereof shall at all times be in full compliance with such regulations as may be from time to time issued by the fire department of the City.
- (w) — *Salt water and waste disposal.* All operators shall make adequate provisions for the disposal of salt water or other impurities which may be produced along with the oil or gas in a manner which prevents the contamination of the surface or subsurface water supply of the city or the destruction of vegetation. No operator or any person engaged in the operation of any loading rack, storage or other facility or equipment used in the production, storage, transportation, sale or shipment of crude oil or other flammable petroleum product shall permit any crude oil, gas or other flammable petroleum product to spill over, overflow, leak, drain out, escape or accumulate in any sewer or about the premises, or on any surface, or in any open surface ditch or any other exposed surface conduit, in any manner or amount which creates a potential fire hazard, or which may pollute any surface or subsurface water or damage any publicly owned land.
- (x) — *Corrosion protection.* All pipelines, flow lines, and gathering lines must be cathodically protected against corrosion by electrolysis. Wells must be electrically isolated from all metallic piping and gathering systems unless the well and such piping are cathodically protected as a system. Electrical isolation of such wells shall be done by the use of insulating sleeves and washers in flanges or insulating unions. The effectiveness of such insulating devices must be tested at least every six (6) months and the results of such tests reported to the petroleum superintendent.
- (y) — *Production equipment.* The operator shall install all production equipment in good and safe condition. All equipment should meet standard API specifications and be installed and maintained according to API recommended practices.
- (z) — *Premises to be kept clean.* All surface areas utilized by an operator shall be kept clear of high grass, weeds and combustible trash or other rubbish or debris that would, if allowed to accumulate, result in a fire hazard.
- (aa) — *Secondary recovery and pressure maintenance.* Equipment installed for the purpose of performing secondary recovery, pressure maintenance or other improved recovery operations or for automatic lease operations shall comply with all safety regulations of all ordinances of the city and the railroad commission.
- (bb) — *Signs.* Printed signs with at least five (5) inch letters reading, "DANGER, NO SMOKING OR OPEN FLAMES ALLOWED" or similar words shall be posted in conspicuous places on each well, storage tank or battery of tanks. The signs shall include the production unit number and emergency notification telephone number of the Galveston fire department. Well and lease designations required by the railroad commission of Texas or any other governmental authority having jurisdiction shall also be displayed.

(cc) — *Blocking of streets and alleys.* No street or alley shall be blocked or obstructed by any drilling or producing operations unless prior written consent is obtained by the operator from the city council.

(dd) — *Hurricane precautions.* When any part of the area covered hereby is in the projected path of winds classified by the United States weather bureau to be of hurricane proportions, then, at such time as the frontal edge is estimated to be not less than twenty-four (24) hours away, all operators shall immediately shut down drilling and producing operations; drill pipe shall either be laid down or left in the well bore; and the drilling masts shall be laid down.

(ee) — *Wells to be abandoned.* All wells within the city limits of Galveston which are not producing oil or gas on a regular basis will, with the exceptions noted below, be plugged.

Exceptions:

(1) — Wells in use as water supply wells;

(2) — Wells in use as salt water or waste disposal wells which are operating under a valid permit from the governmental agency having authority;

(3) — Wells used as injection or observation wells in secondary recovery, pressure maintenance or other improved recovery operations where such operations are conducted under a valid permit from the railroad commission;

(4) — Wells capable of producing oil or gas on a regular basis which are classified as shut-in wells under a valid permit issued by the railroad commission;

(5) — Wells on which drilling, recompletion, or well servicing operations are in progress;

(6) — Temporarily abandoned wells.

(ff) — *Abandonment procedures.* Whenever any well is permanently abandoned, it shall be the obligation of the operator to plug such well in accordance with the laws of the state, the rules of the railroad commission of Texas, the procedure outlined in this chapter, and/or any other agency having jurisdiction in connection with the plugging and abandonment of such well. The operator will submit to the petroleum superintendent's office twelve (12) hours in advance of the plugging operation a notice of intent to plug and abandon which will include the abandonment program and request for release of permit.

(1) — Where enough of the producing or protective casing has been removed from the well to expose the shoe of the surface casing, then a one hundred-foot cement plug will be placed opposite the shoe of the surface casing to extend at least fifty (50) feet downward and fifty (50) feet upward from the shoe of the surface casing. Sufficient time will be allowed for this cement to harden enough so that it will sustain the weight of drill pipe to this depth. The operator will feel for the top of the plug to determine that the top is at least fifty (50) feet above the shoe of the surface casing and is of sufficient hardness to hold the weight of drill pipe to this depth. In event the top of the plug is not fifty (50) feet upward from the shoe, then a second cement application shall be required and tested as above. After the plug at the shoe has been successfully completed, then a minimum of fifty-foot cement plug will be set at the surface. The surface casing is to be cut off three (3) feet below the ground level and capped with a steel plate welded onto the surface casing below ground level.

(2) —Where the protective or producing string of casing to be left in the well extends upward from the shoe of the surface casing to prevent the above method of abandonment, then the following procedure will be used: A packer will be set in the surface casing fifty (50) feet above the top of any other casing within the surface casing and sufficient cement will then be squeezed below the packer to theoretically extend to one hundred (100) feet below the shoe of the surface casing and fill the portion up to the packer with cement. The packer will be left in the well. A surface plug as described above will then be set and abandonment completed in the same manner as described above.

(gg) —*Exceptions to surface conditions of plugged well.* An exception to the provision relating to the surface condition of a plugged well may be granted by the petroleum superintendent with approval of the city manager pursuant to an application for such exception filed by the operator.

(hh) —*Operator to bear exception expense.* Any expense incurred by the city due to a request for an exception under this section shall be paid by the operator requesting such exception.

Sec. 25-7. - Insurance and bonds regarding above ground operations.

(a) *Insurance requirements.* All operators shall maintain commercial general public liability insurance and insurance coverage on their employees, agents and contractors, in addition to required workmen's compensation insurance, in at least the following amounts:

(1) *Comprehensive general liability insurance:*

- a. Public General liability (bodily injury) insurance with limits of not less than one million dollars (\$1,000,000.00) for each occurrence; with a two million dollar (2,000,000.00) general aggregate.
- b. Public General liability (property damage) medical expense, any one person, insurance with limits of not less than ten thousand dollars \$10,000.00 five hundred thousand dollars (\$500,000.00) in the aggregate.

(2) *Excess liability insurance:* An excess liability policy with a limit of liability of at least five million dollars (\$5,000,000.00) coverage in excess of the above required general liability policy.

(3) *Certificate of insurance:* As proof of compliance with this section a certificate of insurance shall be provided with the permit application naming the City of Galveston as an additional insured. ~~filed with the petroleum superintendent setting out the insurance coverage required under this section. Such certificate shall state that thirty (30) days' prior written notice of cancellation or material change shall be submitted to the petroleum superintendent by the insurance carrier. Such certificate shall also show the coverage for property damage liability damages arising from blasting or explosion; collapse or structural injury; underground property damage; damage to underground resources and equipment; and hazard and blowout or cratering of any well.~~

(b) *Bond requirements.* Each applicant shall file a bond with the permit application petroleum superintendent, executed by the applicant as principal and by a good and sufficient corporate surety company. Said bond shall provide that the principal will remedy any and all damages to the streets, curbs, gutters, water lines, fire hydrants and other public property, occasioned

in any manner by the principal, his agents, employees, servants and contractors, and that applicant will reimburse the city for any expenditures made by the city under its the authority granted in section 25-6(e). Such bonds shall inure to the benefit of the city, shall be in the amount of twenty thousand dollars (\$20,000.00) fifty thousand dollars (50,000.00). The city risk manager shall have full authority to determine the adequacy of the bond and the sufficiency of the surety. An applicant shall not be required to post additional bond(s) if there are he has approved bonds on file with the petroleum superintendent, permit office as required by this section, totaling one hundred thousand dollars (\$100,000.00). Each bond shall be for a term of five (5) years and shall be kept in effect by renewal on or before any expiration date unless the applicant is sooner released by the petroleum superintendent permit office.

(c) — *Self insurance.* ~~The city council may waive the requirements for any bond or policies of insurance, which are required under this chapter, as to any applicant who is financially responsible and capable of meeting obligations for amounts in excess of six million five hundred thousand dollars (\$6,500,000.00) upon applicant's filing with the petroleum superintendent, in lieu of said surety bond and insurance requirements, a bond executed by the operator as principal and a good and sufficient corporate surety company as surety, guaranteeing to the city that the operator shall be financially responsible for all operations in the same manner and to the same effect as if said operator were fully covered by the insurance requirements set out in subsection (a) and the bond requirements set out in subsection (b) of this section. Said bond shall be approved by the city attorney.~~

(d) — *Release of bonds:* ~~The petroleum superintendent may release bonds under the following conditions:~~

(1) — ~~When the permittee ceases all operations covered by this chapter with all wells plugged in accordance with the terms hereof, including the removal of all equipment and machinery.~~

(2) — ~~If the permittee assigns all of his interest in the production unit covered by bond, such assignor shall be released from such bond, except as to any liability then existing, after the assignee has fully complied with the bond and insurance requirements of this chapter.~~

(e) c) *Bond surety.* By the term "good and sufficient corporate surety company" is meant a surety company licensed to do business in the state and whose name appears on the current list of accepted sureties on federal bonds published by the U.S. treasury department. Whenever in this chapter a bond is mentioned, such bond, to be acceptable, must have a good and sufficient corporate surety company as surety.

Sec. 25-8. — Voluntary unitization.

(a) — *General statement.* ~~Voluntary unitization is encouraged to permit each owner and lessee of an interest in oil and gas in a tract within a production unit established hereunder to recover the equivalent of his interest in the oil and gas in and under his tract or tracts of land within such production unit.~~

(b) — *Filing of fair and reasonable unitization and operating agreements with petroleum superintendent.* ~~If all owners and lessees of oil and gas interests in tracts within a proposed production unit have not executed or ratified a voluntary unitization agreement and unit~~

operating agreement, applicant shall file a true copy of the proposed agreements executed by applicant in the office of the petroleum superintendent (city secretary) with the application to drill. Such agreements shall be fair and reasonable. A voluntary unitization and operating agreement shall not be considered fair and reasonable if it provides for any of the following provisions:

(1) — Preferential right of the applicant to purchase mineral interests in the production unit;

(2) — A call on or option to purchase production from the production unit;

(3) — Operating charges which include any part of district or central office expense other than reasonable overhead charges;

(4) — Prohibition against nonoperators questioning the operation of the production unit.

If such unitization agreement and unit operating agreement have not been executed or ratified by all other owners and lessees of interests in oil and gas in tracts within the proposed production unit, applicants shall prepare and submit to the petroleum superintendent, with the application to drill, proposed forms for such agreements and forms for the ratification thereof and after consideration the petroleum superintendent shall file such forms if provision is made therein for allocating production among unitized tracts and interests herein in the proportion that the surface acreage of each unitized tract bears to the total surface acreage in the production unit (of, if applicable as to oil royalty, in the subarea of the production unit). Such proposed unitization agreement and unit operating agreement shall specify the depths or zones and the minerals (oil, gas or both) to which they apply, and may provide for more than one (1) well and (if oil is discovered) for more than one subarea of the production unit for oil royalty revenue and expense allocation purposes. The boundaries of the subareas shall be designated by applicant and same may overlap.

(c) — *Notice of filing of application.* If the proposed unitization agreement and unit operating agreement have not been executed or ratified by all leasehold and other owners and such owners' interests have not otherwise been effectively unitized, no drilling permit shall be issued hereunder until thirty (30) days after the applicant shall have mailed to the nonunitized owners of minerals or royalty of each tract within the production unit and shall have published in one issue of the official newspaper of the city a notice substantially as follows:

Notice is hereby given that _____, whose address is _____, as applicant pursuant to the provisions of the oil and gas drilling ordinance of the city, has filed with the petroleum superintendent an application for a permit to drill a well on Drilling Block No. _____ within the city limits of Galveston. A map showing the lands comprising said drilling block, the production unit upon which such well is to be drilled and the exterior boundaries thereof, together with forms of proposed unitization and unit operating agreements, are on file in the office of the petroleum superintendent and available for examination by all persons during regular office hours. All interested parties are hereby notified that they have thirty (30) days after the date of this publication within which to execute and deliver ratifications of the appropriate agreements with respect to their interest in the minerals and production unit shown in such instruments, or under certain circumstances, to participate on a royalty basis with respect to such voluntary unit. Any leasehold or other interest owner who fails to deliver to applicant a properly executed

ratification within such time shall be deemed to have elected to repudiate the proposed unit and to not participate in said pooled unit or the production therefrom. Applicant has filed with the petroleum superintendent a detailed statement of the estimated costs and expenses involved in connection with the drilling and completion of said well and the amount in cash allocable to each tract not under lease to or pooled with leases of applicant, which amount the owners of leasehold and other operating rights in each such tract who elect to execute the unit agreement and operating agreement and participate as active operating interest owners must pay as provided in such operating agreement. The ratification forms are available from applicant or from the petroleum superintendent. The proposed unit covers all of the (here insert oil, condensate or gas or oil) with respect to (here insert depths or zones pooled) in and under the production unit referred to above.

Dated this _____ day of _____, 19 _____.

- (d) — *Result of nonratification of unitization and operating agreements.* Leasehold or other owners who fail timely and effectively to ratify the proposed unit agreement and operating agreement shall be deemed to have repudiated the proposed unit and any right to share in production from the unit well unless same be producing from a tract in which they own an interest. Notwithstanding such repudiation, if all leasehold and other owners having interests in a nonunitized tract in the production unit execute and deliver to applicant a valid oil and gas lease covering such tract, using a form of lease that is in substantially the same form as filed with and approved by the petroleum superintendent, upon such delivery applicant shall include in the unit, the premises covered by such lease; and from and after the date such lease is effectively included in the unit, and not until such date, the interests covered by such lease shall participate, on a royalty basis, in the production of unitized substances from such unit.

Sec. 25-9.— General provisions.

- (a) — *Enforcement and supervision.* Enforcement of the terms of this chapter shall be by the city council. It shall be the duty of the petroleum superintendent to enforce the provisions of this chapter and to that end he is hereby vested with police authority.
- (b) — *Public excluded.* It shall be unlawful for any person, unless authorized by the operator, to enter a fenced area around any well or production facility. It shall be unlawful for any person, unless authorized by the operator, to touch any well or production equipment. Notwithstanding any other provision hereof, the petroleum superintendent shall have the right to enter the area of any drill site at any time. In the event any fence surrounding any well or production facility shall be kept locked, upon request of the petroleum superintendent, the key shall be furnished to him for use in access to said premises.
- (c) — *Enforcement.* In addition to any other penalty provided by this section, the city council may direct the city attorney to initiate an action in any court having competent jurisdiction to enjoin any violations of the provisions of this chapter or for an injunction to compel compliance with any provision of this chapter.
- (d) — *Amendment.* Except with respect to the oil and gas master plan adopted through the provisions of subsections (a) through (g) of section 25-4, this chapter or any part thereof may be altered, repealed or amended at any time; and no rights or privileges may ever be acquired hereby which may not be altered, repealed or modified by the city council.

(e) — *Surface and/or subsurface easements.* When applicant or operator requires surface and/or subsurface easements under a drilling block or production unit, a request shall be made to the council who may take all necessary action to obtain such easement or easements in which the city or any other governmental entity has an interest. Applicant or operator shall pay all costs and expenses so incurred by the council provided the same are first approved by applicant or operator.

Sec. 25-10. — Option acreage.

Drilling blocks or production units, containing option acreage, as hereinafter defined, may be unitized as provided in section 25-8 except that option acreage may be included or excluded from the unitized area at the option of the owner or owners of a majority of the operating rights in the lease or unitized tract of which the option acreage is a part. An applicant applying for a permit to drill in a drilling block or production unit that contains option acreage shall deliver to all of the owners of operating rights in the leases or unitized tracts, of which the option acreage is a part, a notice as provided in section 25-8(c). If the owner fails to notify the applicant in writing within thirty (30) days from the date of posting said notice to such owner of his election of one of the available options, the owner will be conclusively presumed to have elected to have the option acreage excluded from the drilling block or production unit. Option acreage which is excluded from a drilling block or production unit under the provisions of this section shall be deducted from the total acreage originally designated for such drilling block or production unit prior to determining whether or not an applicant owns fifty (50) percent of operating rights in a proposed drilling block or production unit. However, any drilling block on which there is located an existing well may, at the option of the operator of said existing well, be treated as a production unit provided said operator owns or controls option acreage and other leasehold rights in excess of fifty (50) percent of the operating rights in said drilling block. Should the operator notify the petroleum superintendent that said drilling block is to be treated as a production unit, then any nonunitized interest in said drilling block may share in production from said unit pursuant only to the terms of section 25-8(d). However, operator may elect to exclude said option acreage from such production unit as provided above.

The term "option acreage" is defined as follows: Where a lease or unitized tract on which an existing well is located extends into a drilling block or production unit which may be unitized by this chapter, the portion of the lease or unitized tract which lies within the boundaries of such production unit is referred to herein as "option acreage."

Secs. 25-11 8 – 25-29. Reserved.

ARTICLE II. - GEOPHYSICAL MINERAL EXPLORATION AND TESTING

Sec. 25-30. - Permit—Required.

It shall be unlawful for any person, acting either for himself or as an agent, employee, independent contractor or servant of any other person to use or discharge in any manner, any explosive, including but not limited to, dynamite and nitroglycerin, or conduct any other method of geophysical mineral testing by the use of vibrating machines or otherwise within the city limits without first having obtained a valid permit for such activity from the permit office.
petroleum superintendent.

Sec. 25-31. - Same— Permit Application Requirements and fee.

An application shall be filed in duplicate (with all exhibits attached) in the permit office of the petroleum superintendent prior to beginning any geophysical mineral testing. Application for seismic work shall cover a single set of lines for a single client or project. Should the applicant determine, after the permit is granted, that additional lines or extensions of existing lines are necessary, these shall be considered a new project and a new application shall be filed, along with all required documents and fees applicable. Such application shall be verified before a notary public and shall be signed by the applicant or some representative of the applicant having legal authority to enter into contracts binding upon the applicant, and the application shall include (as exhibits constituting a part of the same, where appropriate) the following:

- (a) The name, email, and address of the applicant and, if the applicant is a corporation, the name, email, and address of the person upon whom process may be served for such corporation and, if the applicant is a partnership, the names and addresses of the general or managing partners;
- (b) The name, email, address and telephone numbers of a person designated as the agent of the applicant to receive for the applicant all process or citation notices and demands hereunder. If appropriate, more than one telephone number should be furnished;
- (c) Applicants shall file a scaled site plan on a minimum eight and one-half (8½) inch by eleven (11) inch sheet which indicates the following (as applicable):
 - (1) Data describing all processes and activities involved in the proposed use (hole depth, charge type, etc.),
 - (2) Boundaries of proposed seismographic survey area within the City of Galveston incorporated limits,
 - (3) The proposed survey lines and shot hole locations,
 - (4) Identify existing land uses along survey line and special restricted areas (e.g., ship channel),
 - (5) The location of significant natural features, such as salt marshes, wetlands, ponds, bayous, etc.;
- (d) An insurance certificate dated not more than ten (10) days prior to filing the application shall be attached. This certificate shall indicate that the applicant has complied with at least the minimum insurance requirements specified in section 25-7 of this chapter.
- (e) A copy of such bonds as required by this chapter section 25-7 shall be attached. If no bond is required, the applicant shall attach as an exhibit, a statement to the effect that no bond is required with a brief statement pertaining to the reason for the this exception to the bond requirement. The cash bond shall be filed with the petroleum superintendent permit office with the permit application and remain in force and effect on deposit for at least a period of six (6) months after exploration ends and until all claims, if any, are resolved. If such claims cannot be resolved and litigation ensues, then said bond shall be deposited into the registry of the court.
- (f) Such The application shall be accompanied by a daily permit fee to be assessed by the city council.

- (g) On receipt of ~~such the~~ application by the ~~permit office~~ petroleum superintendent, the same shall be referred to the city manager or his designee for a report as to compliance of such application with the provisions of this section. Such report and the application shall then be submitted ~~submitted~~ to the city council ~~for review and approval or denial~~. No permit shall be issued except by the approval of the city council.

Sec. 25-32. - ~~Same—~~Permit Duration.

Permits are limited to a period of six (6) months from date of issuance, ~~but and~~ may be renewed for not more than two (2) additional ninety (90) day periods at the discretion of the petroleum superintendent and fire marshal. ~~City Council~~. ~~The city manager and city council shall be informed of all such extensions.~~

Sec. 25-33. - ~~Same—~~Permit Terms.

Each permit issued ~~under this article~~ shall require the permittee to do the following:

- (a) Obtain written permission from each property owner to enter ~~his~~ the owner's property;
- (b) Contact each resident or business within two hundred fifty (250) feet of the operation prior to performing the actual work;
- (c) Place newspaper advertisements in the official newspaper of the city of not less than three (3) inches by four (4) inches explaining the work to be performed, location, and telephone number residents may call. The advertisement shall be placed in the newspaper at monthly intervals during the continuation of the project. The ~~petroleum superintendent permit office~~ may request additional publications to assure that the health, safety and welfare of the general public are being protected. ~~The city manager and city council shall be informed of all such additional requirements;~~
- (d) Employ at least one (1) City of Galveston (off-duty) fireman to accompany the crew while testing on city right-of-way (and provide twenty-four (24) hour notice to the fire marshal);
- (e) ~~Provide notarized evidence that all terms of the permit have been met or will be met in accordance with permit requirements;~~
- (ef) ~~If applicable~~, obtain approval of city council to use city right-of-ways and enter into a license-to-use agreement with the city. Such agreement shall include all standard requirements applicable to city license-to-use agreements and any additional requirements imposed by city council.

Sec. 25-34. - Explosives.

- (a) Charges in excess of twenty-five (25) pounds shall not be used ~~unless authorized by the Fire Marshal. except pursuant to written authorization from the petroleum superintendent and fire marshal.~~ Requests for the use of such charges shall specify the size of charges to be used, and the depth at which they are to be suspended or buried. ~~Such request shall be addressed to the petroleum superintendent.~~

Sec. 25-36. - Regulation of discharge and transportation of explosives.

No geophysical method of mineral exploration shall be used under this permit ~~without prior written notice to the permit office by~~ the permittee ~~of having first, on~~ the date of such proposed use, ~~notified the petroleum superintendent and fire marshal of the proposed time and the location of the planned use. In the event the petroleum superintendent is not available, notice shall be given to the fire marshal and to the city manager.~~ Additionally:

- (a) No explosives shall be discharged within one thousand (1,000) feet of a fishing boat operating on the lakes, bays, sounds or other inland waters inside the coast line as designated and defined by the federal government under applicable acts of congress, or within the gulfward boundary of the state, county, or city without notice being given to such boat so that it may move from the area.

Sec. 25-39. - Protection to the environment.

- (a) Surveys are to be conducted by seismic personnel to provide maximum feasible protection to the environment except where mutually agreeable mitigating arrangements have been made for specific damages.
- (b) Any damages to property or structures in the marsh or other natural resources during survey work shall be reported immediately ~~to the police dispatch of the petroleum superintendent city.~~
- (c) No explosives shall be discharged in the vicinity of an active bird rookery or nesting area or within the perimeter of a feeding or nesting area of any other species which is considered endangered or threatened, without the prior written approval of the Texas State Fisheries and Wildlife Department, and the U.S. Fish and Wildlife Services. Copies of such approvals shall be attached to the permit application.
- (d) Operations shall not disturb any natural or manmade channel or land-ownership markers. Permission of each land owner and/or lessee, on whose land a survey is planned, is required.
- (e) Survey crews are to remove all right-of-way markers or other markers of any kind, including but not limited to pipes, trash, litter and any other foreign objects, from the site of their operations upon completion of operations. Garbage, litter and sewage is to be stored according to the provisions of state and local laws and regularly disposed of during operations at a state inspected disposal site.

Sec. 25-40. - Permit denial or revocation.

- (a) A permit may be refused if it fails to contain all of the required information or if it is not signed by an authorized individual. A permit may be revoked if it is learned that the information contained in the application for such permit is untrue in any respect or that the application was signed by a person with no authority to sign such application.
- (b) Violation of any of the provisions of this article ~~for the regulation of seismic operations, or the refusal of any operator or its employees to comply fully therewith at any time the exploration is conducted or any attempt to unduly influence the petroleum superintendent, fire marshal, or any other designated agent of the city to abstain from the enforcement of these regulations~~ shall constitute ~~peremptory a~~ cause for the revocation of any permit which

may have been issued and may result in the barring of the party chief or permittee **personnel involved** from future operations within the city.

- (c) Any person found in violation of any provision of this article shall be fined an amount not to exceed one thousand dollars (\$1,000.00). For the purpose of applying and enforcing the penalties contained in this section, each day a violation may occur or continue may be deemed a separate offense and punishable accordingly.

SECTION 3. 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 4. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 5. 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 6. This Ordinance shall be and become effective on, from and after its adoption and publication in accordance with the provisions of the Charter of the City of Galveston.

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 an Ordinance adopted by the City Council of the City of Galveston at its regular meeting held on November 14, 2019 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 _____, 2019.

Secretary for the City Council
of the City of Galveston

CHAPTER 25 – OIL AND GAS

ARTICLE I. - DRILLING AND PRODUCTION

Sec. 25-1. - Purpose and scope of chapter.

- (a) *Purpose.* The city council finds that there have been drilling and production operations for oil and gas within the corporate limits of the city and that there is a likelihood of drilling and production operations and other operations incident to exploration, drilling, production, transportation and processing and incident to the existence of such operations, which should be regulated because of the fire hazards created by such operations, as well as the menace of unsanitary conditions, noise and possibility of injury to persons and property and threats to the health, safety and welfare of the public in general for which the police power of the state, which is delegated to this city is to be and is hereby invoked in aid of the enforcement.
- (b) *Scope.* This chapter regulates:
- (1) only aboveground activity related to an oil and gas operation that occurs at or above the surface of the ground, including a regulation governing fire and emergency response, traffic, lights, or noise, or imposing notice or reasonable setback requirements;
 - (2) is commercially reasonable;
 - (3) does not effectively prohibit an oil and gas operation conducted by a reasonably prudent operator; and,
 - (4) is not otherwise preempted by state or federal law.

shall govern the exploration, drilling, production, transportation, processing and storage of hydrocarbons and matters incident thereto in all areas within the corporate limits of the city.

Sec. 25-2. - Definitions.

Drilling block: A geographical area of the city the boundaries of which are determined pursuant to the provisions of section 25-3 prior to the time a permit to drill has been granted.

Oil and gas facility: shall mean any fixed physical facility (permanent or temporary), whether onshore or offshore, which is used on either a regular or an adjunct basis to perform oil and gas exploration, drilling, production, preliminary processing, storage and transportation.

Oil and gas operations: shall mean all operations and activities which are a regular part of oil and gas exploration, drilling, production, preliminary processing, and transportation (except retail distribution of natural gas pursuant to franchise agreement with the city).

Wetlands: shall mean those areas that are periodically inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal

circumstances do support, a prevalence of vegetation typically adapted for reproduction and growth in saturated soil conditions.

Sec. 25-3 – 25-6. - Drilling blocks and production units. Reserved.

- (a) — *Drilling blocks.* In order that the purpose and intent of this chapter, as stated in section 25-1, shall be properly carried out and in order that future drilling for oil and gas within the city may proceed in an orderly manner, and for convenience and clarity in identifying the location of approved or proposed drilling locations, all areas of the city easterly of 103rd Street have been divided into drilling blocks as shown on map Exhibit A which is incorporated into this chapter by reference for all purposes. The drilling blocks shown on said Exhibit A are identified by number. The exact description of any such drilling block shall be determined in the manner specified in subsection (c) hereof and shall contain the approximate number of acres as shown on Exhibit A. With respect to all areas of the city westerly of 103rd Street and any other area of the city not shown on Exhibit A above, the petroleum superintendent shall determine the appropriate boundaries of a drilling block at the time an application for a drilling permit is filed. In so determining said boundaries, the petroleum superintendent shall assign each drilling block an identification number; and drilling blocks for production of gas shall be approximately seven hundred four (704) acres and drilling blocks for oil shall be approximately forty (40) acres each.
- (b) — *Production units.* After a permit is granted to a permittee to drill a well on a drilling block, such a drilling block shall be thereafter called a production unit. The acreage content and number of any such production unit shall be the same as that theretofore given to the drilling block on which such a permit has been granted. No application to drill on any drilling block will be approved unless the applicant shows that he owns or controls by voluntary agreement operating rights with respect to not less than fifty (50) percent in surface area of the production unit; and, if less than all of the operating rights in a particular tract are owned or controlled by applicant, the surface acreage as to such tract shall be proportionately reduced in making the contribution. Except as may be provided for herein, nothing in this chapter shall prevent a permittee who meets the requirements of this paragraph from drilling an additional well or wells on a production unit unless the petroleum superintendent or city council refuses to grant a permit for such additional well or wells for any of the reasons hereinafter set forth.
- (c) — *Survey, description of drilling blocks.* Each applicant is required by section 25-5 to file a drilling application with the petroleum superintendent, and such application shall include a metes and bounds description of the drilling block proposed to be covered by the permit. The metes and bounds description shall be prepared by a licensed surveyor and shall conform, to the greatest extent reasonably possible, to the outlines of the drilling block shown on said Exhibit A or the drilling block determined by the petroleum superintendent, as the case may be. When so approved, the description so furnished shall become the official legal description of the designated drilling block and the succeeding production unit resulting from the granting of the permit to drill a well on such a drilling block. The petroleum superintendent shall take into account the metes and bounds descriptions of all production units previously approved in determining the propriety of the description furnished in connection with any permit application in order to obtain ultimate conformity to the pattern shown on said drilling block map or maps.

Sec. 25-4. Oil and gas master plan; well locations.

(a) — *Introduction.* At an election held on August 12, 1978, the electorate of the city adopted an oil and gas master plan, which plan set forth the policies of the city relating to regulation and development of oil and gas operations and facilities within the city. A copy of said plan, as adopted, is available in the office of the city secretary. The provisions of subsections (a) through (g) of this section comprise said master plan, are supplementary to the provisions of the city's comprehensive zoning ordinance (Chapter 25, Code of the City of Galveston, 1960, as amended [not reproduced in this volume]) and may be amended only as provided in subsection (g) hereof.

(b) — *Definitions.* For purposes of this section, the following terms shall have the following meanings:

(1) — "Oil and gas facility" shall mean any fixed physical facility (permanent or temporary), whether onshore or offshore, which is used on either a regular or an adjunct basis to perform oil and gas exploration, drilling, production, preliminary processing, storage and transportation.

(2) — "Oil and gas operations" shall mean all operations and activities which are a regular part of oil and gas exploration, drilling, production, preliminary processing, and transportation (except retail distribution of natural gas pursuant to franchise agreement with the city).

(3) — "Wetlands" shall mean those areas that are periodically inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for reproduction and growth in saturated soil conditions.

(c) — *Operations, etc., prohibited in certain locations.* Except to protect the public safety in time of emergency, all oil and gas facilities and oil and gas operations, except pipelines, are prohibited in the following locations:

(1) — Within one and one-half (1½) miles of the shore line of the Gulf side of Galveston Island.

(2) — Onshore, east of 103rd Street, with the following exceptions:

a. — Pelican Island;

b. — Airport and new golf course;

c. — Light and heavy industrial zones as presently or hereafter established by ordinance;

d. — U.S. government reservation;

e. — South of the Seawall and east of extension of the westernmost boundary of the U.S. government reservation, provided the proposed site is more than three hundred (300) feet south of the Seawall and drilling is not otherwise prohibited.

(3) — Within three hundred (300) feet of any park or residential, commercial, industrial, institutional, public or other building regularly or periodically occupied by persons, provided that the proposed bore hole for all new drill sites shall be prohibited within five hundred (500) feet of such buildings.

- (4) — In any wetlands or within fifty (50) feet thereof.
 - (5) — Within tidal areas in water depths of less than four (4) feet below mean low water, Gulf Coast Low Water Datum.
 - (6) — Within Offatt's Bayou, English Bayou, or any lake.
 - (7) — Onshore and offshore on the channel side of the South Jetty.
 - (8) — Onshore from the western end of the Seawall to the Galveston Island State Park, south of a line lying three hundred (300) feet north of the open beaches surveyed vegetation line (but in no event, south of a line three hundred (300) feet north of the base of the most northerly sand dune).
 - (9) — Onshore from the easternmost boundary of Galveston Island State Park westward, south of a line lying fifty (50) feet north of the northern right-of-way line of FM 3005, to the westerly city limits.
 - (10) — Within fifty (50) feet of a travelled public or private street right-of-way.
 - (11) — Within any other areas deemed appropriate by city council, where, upon public hearing, such prohibition is found to be consistent with the orderly development and best interest of the city.
- (d) — *Spacing.* Minimum spacing for any offshore well site within six (6) miles of the shoreline (whether the site shall include one or more wells) shall be three-fourths of a mile.
 - (e) — *Drilling.* No offshore drilling in the Gulf within six (6) miles of the shoreline shall commence during the period from March 15 through September 15 of any year.
 - (f) — *Notification.* All persons owning property (surface estate) within three hundred (300) feet of any proposed onshore oil and gas facility or operation for which an application for permit or other approval has been filed with the city, shall be given notice of such proposed facility or operation as provided herein. Such notice shall state the time, date and location of hearing to consider said application, and shall be given by mailing a copy of the notice properly addressed to each such person at his address shown on the most current tax rolls of the city. Where the proposed facility is a drilling operation, such notification shall extend to owners within five hundred (500) feet of said facility. In addition, a notice of any such proposed facility or operation shall be published in the official newspaper of the city, and such notice shall also set forth the time, date and place for hearing to consider such application. The hearing required hereunder may be conducted simultaneously with the hearing required to be held under the city's comprehensive zoning ordinance relating to issuance of specific use permits for extraction of petrochemicals.
 - (g) — *Amendment.* Subsections (a) through (g) hereof, inclusive, may be amended only upon the favorable vote of the electorate of the city in an election held to consider any such amendment.
 - (h) — *Streets, alleys and easements.* No well shall be drilled within or at any surface location nearer than fifty (50) feet from any utility easement unless a variance is approved by the petroleum superintendent.

- (i) — *Location near cemeteries and parks.* No well shall be drilled at any surface location which is on or less than three hundred (300) feet from the exterior boundary line of land utilized for cemeteries or public parks.
- (j) — *Deed restriction provisions.* Nothing contained in this chapter shall be construed as authorizing the drilling of any well where the operator has no legal authority to do so. It is expressly provided that no well shall be drilled at any location where there are of public record legally enforceable deed restrictions or covenants prohibiting the drilling of such well.
- (k) — *Surface rights.* Neither this chapter or any permit issued hereunder shall be interpreted as granting any right or license to the permittee to enter upon or use any land nor shall it limit or prevent the free right of the owner of such land to contract for any payment of any kind for damages or for rights or privileges with respect thereto.
- (l) — *Well location partly within drilling block.* A directional well may have a surface location in one drilling block and be bottomed under another drilling block provided that the bottom hole location meets the requirements of the railroad commission.
- (m) — *Landscape.* Contemporaneously with the issuance by the city council of a specific use permit for extraction of petrochemicals, under the city's comprehensive zoning ordinance, the city council shall approve a landscaping plan for any proposed drill site. Under such plan, trees, shrubs and other vegetation which shield the area from public view may be required to be planted and maintained at the site. All requirements of any such adopted plan shall be met and completed within ninety (90) days from time of completion of drilling operations, subject to extension authorized by the director of urban planning and transportation for good cause. This subsection (m) shall not be construed to waive or replace any other provision of this chapter relating to the requirement that fences be erected around completed drill sites to prevent unauthorized intrusion.

Sec. 25-5. — Drilling and operating permits.

- (a) — *Permits required.* Any person, firm or corporation desiring to conduct drilling operations in the city shall obtain the following permits:
 - (1) — Specific use permit pursuant to the provisions of the city's zoning ordinance, Chapter 25 of the 1960 Code; and,
 - (2) — *Drilling permit* issued pursuant to the provisions of this chapter.

It shall be unlawful for any person, acting either for himself or as an agent, employee, independent contractor or servant of any other person to commence to drill, to drill or to operate any well or to assist in the drilling, completing or operating of any such well for which a permit is required hereunder if a lawful permit therefor has not been obtained.

- (b) — *Application for drilling permit.* An application shall be filed in duplicate (with all exhibits attached securely thereto) in the office of the petroleum superintendent for each well to be drilled, redrilled or drilled deeper. Such application shall be signed and the accuracy of the contents thereof shall be sworn to before a notary public by the applicant or some representative of applicant having legal authority to enter into contracts binding upon the

applicant, and the applications shall include (as exhibits constituting a part of the same, where appropriate) the following:

- (1) — The name and address of the applicant and, if the applicant is a corporation, the name and address of the person upon whom process may be served for such corporation and, if the applicant is a partnership, the names and addresses of the general or managing partners.
- (2) — The name, address and telephone number of a person designated as the agent of the applicant to receive for the applicant all process or citation notices and demands hereunder. If appropriate, more than one telephone number should be furnished.
- (3) — The applicant shall file with the petroleum superintendent as Exhibit 1 an affidavit stating the name of the applicant, the numerical designation of the drilling block or the production unit (if for an additional well on a production unit) covered thereby, the metes and bounds description reflected by the official survey thereof as approved by the petroleum superintendent as required in section 25-3(c), hereof, and a statement to the effect that to the best of the knowledge and belief of the applicant his application for a permit to drill complies with all of the requirements of this chapter. Such affidavit shall contain at least the information included on the example affidavit which follows:

AFFIDAVIT

I, _____, the undersigned affiant, having been duly sworn by the notary public whose name and seal appear below, on my oath certify as follows:

1. — I, as applicant (or as legal representative of the applicant, having due and legal authority to enter into contracts binding upon said applicant) have submitted an application for permit to drill a well, as defined in Chapter 25 of the Code of the City of Galveston, to a depth of not more than _____ feet below the surface of the ground, which well is proposed to be located within Drilling Block No. _____, * as designated by said Code of the City of Galveston, and which drilling block is more particularly described by metes and bounds as follows:
(Metes and bounds description of drilling block including total number of acres contained therein)

2. — The above metes and bounds description of Drilling Block No. _____ was prepared by a licensed land surveyor.

Dated this _____ day of _____ / _____ / _____, 19____.

Notary _____ public _____ in _____ and _____ for
Galveston County, Texas

The _____ State _____ of _____ Texas
County of Galveston

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated. Given under my hand and seal of office this the _____ day of _____ / _____, A.D., 19 _____.

Notary _____ public _____ in _____ and _____ for
Galveston County, Texas

*If the application is for an additional well on a production unit, the words "Production Unit No. _____ ." shall be substituted for the "Drilling Block No. _____."

- (4) Applicants shall file, in addition to the metes and bounds description to be included in the above affidavit, a plat of the drilling block proposed to be covered by the permit, which plat shall be prepared and certified by a licensed land surveyor and which shall show the proposed surface location of the well, together with distances from said well to the exterior boundary lines of said drilling block. Said plat shall show:
 - a. Distances from the proposed surface well location to any structures or residences intended for human occupancy and any lot or tract of land zoned for residential purposes which are located within five hundred (500) feet from said surface location and
 - b. Shall show whether or not such well location is in compliance with the requirements of section 25-4 and
 - c. Shall show the location of all wetlands situated within fifty (50) feet of said facilities.
- (5) Proposed total depth of the well.
- (6) Proposed casing and cementing program of the well.
- (7) Copies of railroad commission Form 1 and railroad commission drilling permit shall be attached as Exhibits 2 and 3.
- (8) Insurance certificate dated not more than ten (10) days prior to filing the application shall be attached as Exhibit 4. This certificate shall indicate that the applicant has complied with at least the minimum insurance requirements specified in this chapter at section 25-7.
- (9) A copy of such bonds as required by this chapter shall be attached to Exhibit 5. If no bond is required, applicant shall attach as Exhibit 5 a statement to the effect that no bond is required with a brief statement pertaining to the reason for the exception to the bond requirement.
- (10) All applications for permits to drill shall be accompanied by a filing and permit fee of seven thousand five hundred dollars (\$7,500.00), in cash or cashier's or certified check made payable to the "City of Galveston."

- (11) — The application for a permit shall include a statement by the applicant authorizing the city to expend such funds as may be necessary under the circumstances to regain well control in accordance with the terms and provisions of section 25-6(O).
- (12) — Provided, however, that no permit shall be issued to any applicant for the drilling of any well that will produce oil, gas or other hydrocarbons singularly or in connection with water from any depth less than six thousand (6,000) feet unless and until a plan has been submitted and approved by the petroleum supervisor and the city manager to prevent any subsidence as a result of such production.
- (13) — A statement setting forth the fact that the Galveston city council has issued a specific use zoning permit for the drilling of a well on the proposed site, to whom such specific use permit was issued, the date of issuance, together with any conditions or stipulations attached thereto, together with a copy of said specific use permit.
- (c) — *Recompletion operations.* No application for a permit is required for recompletion and/or plugging and abandoning operations. However, a five-day prior notice accompanied by a description of the proposed program shall be filed with the petroleum superintendent. A copy of the appropriate railroad commission report shall be filed with the petroleum superintendent within thirty (30) days after the recompletion and/or plugging and abandoning of the well.
- (d) — *Well service operation.* No application for a permit or report is required for well service operations. However, a five-day prior notice accompanied by a description of the proposed program shall be filed with the petroleum superintendent.
- (e) — *Shut-in well reports.* When shut-in well reports are required to be furnished to the railroad commission, copies thereof shall be furnished to the petroleum superintendent.
- (f) — *Application for additional drilling permits on a production unit.* Applications for additional drilling permits on a production unit shall be filed in the same manner and shall contain the same information as that required in applications for the drilling permit covering the original drilling block, and the fee for each such additional well shall be seven thousand five hundred dollars (\$7,500.00).
- (g) — *Application meeting ordinance requirements shall be approved by petroleum superintendent.* Upon receipt of an application for a permit to drill and operate a well, the petroleum superintendent shall date and set up a file for each such application and examine same for compliance with this chapter. If the application is in compliance with all provisions of this chapter and the petroleum superintendent finds that the proposed location and the drilling of such well will not violate any provision hereof, then he will issue a permit within ten (10) days after receipt of the application. In the event the petroleum superintendent has found cause to deny the permit, then he shall within said ten (10) days return the original copy of the application and filing fee to applicant and inform the applicant in writing of his reasons for such denial. The petroleum superintendent shall have the right to approve or deny an application upon the grounds contained in subsection (h)(5), below. In such a case, the applicant may then rectify the reasons for denial of permit by the petroleum superintendent and/or appeal to the city council through the procedure described in subsection (h).
- (h) — *Procedure where permit is denied by petroleum superintendent.*

(1) — If the petroleum superintendent does not approve a permit and the applicant desires consideration by the city council, the applicant may appeal his application to the city council and thereafter the city council can approve or deny said application in accordance with this paragraph.

(2) — The original copy of the application, accompanied by the filing fee and a copy of the petroleum superintendent's written denial, shall be forwarded to the city secretary for hearing by the city council. The date of the hearing shall be set by the city council.

(3) — Notice of the date, time, place and subject matter of the hearing before the city council shall be given by the city secretary, at the applicant's expense, by publication at least once in a daily newspaper published in the city at least five (5) days prior to the date of the hearing. Such notice shall be substantially in the following form:

Notice is hereby given that _____, as applicant, pursuant to the provisions of section 5 of Chapter 25 of the Code of the City of Galveston, did on the _____ day of _____, 19_____, file with the city secretary an application for a permit to drill and/or operate a well upon Galveston Drilling Block No. _____. Said application and a map showing the lands comprising said drilling block and the exterior boundaries thereof are on file in the office of the city secretary and are at said office subject to the examination of all persons during regular office hours. A hearing upon such application will be held at the City Hall by the city council on the _____ day of _____, 19_____, at _____ o'clock _____ .m., and at such continued hearing or hearings, if any, as the city council may in its discretion designate.

Proof of publication of such notice shall be made by the printer or publisher of the newspaper publishing the same by affidavit filed with the city secretary, and such affidavit shall be prima facie evidence of such publication.

(4) — In the event a majority of the members of the city council are not present at a hearing on an application for a permit, or, at the discretion of the members of the city council, if a majority of the members thereof are present at the hearing, the hearing may be continued to a designated time and date. If the foregoing provisions conflict with the existing procedure rules with respect to a quorum and the conduct of business at such a hearing, the said rules shall govern the action of the city council at any such hearing.

(5) — Where a particular location and the character and value of the permanent improvements already erected on or approximately adjacent to the particular location in question make such location dangerous and/or undesirable, and where the land and surroundings are adapted for school, college, university, hospital, park or civic purpose or for health or safety reasons, or any of them, or where a well on a particular location might be injurious or a disadvantage to the city or to its inhabitants as a whole, or to a substantial number of its inhabitants or visitors as a group, the city council shall have the power to refuse any application for a permit to drill a well at any particular location on any drilling block or on any production unit superseded thereby. The council may grant a permit on such reasonable conditions as are deemed necessary to protect all persons and property as may be affected by the drilling and production operations. When the council refuses to issue a permit for the particular drilling location on a

drilling block or production unit as applied for by the applicant, it may, in lieu thereof, designate as the drilling location a different drilling site on the drilling block or production unit subject to the applicant obtaining all requisite leases, contracts and surface permissions for the designated substituted drilling site.

- (6) — The city secretary shall furnish a copy of the action of the city council to applicant and a copy to the petroleum superintendent within three (3) days after the council has made a decision. If for any reason the permit as applied for is not granted or if the applicant refuses the permit because of any condition imposed therein, the application and filing fee will be returned to the applicant.

Sec. 25-6. — Rules for drilling and producing operations.

- (a) — *Compliance with laws, rules and regulations.* Any violation of any valid law or of any valid rule, regulation or requirement of any state or federal regulatory body having jurisdiction with reference to drilling, completing, equipping, operating, producing, maintaining, or abandoning oil or gas wells or related appurtenances, equipment or facilities, or with reference to firewalls, fire protection, blow-out protection or safety of persons or property shall be a violation of this chapter.
- (b) — *Pits.* The use of earthen pits for reserve mud or waste material such as drilling mud, contaminated mud, drill stem test returns and the like are not permitted.
- (c) — *Derricks and rigs.* No operator shall use or operate in connection with the drilling or reworking of any well, any wooden derrick or steam-powered rig, or permit any drilling rig or derrick to remain on the premises or drill site for a period longer than sixty (60) days after completion or abandonment of any well. All engines shall be equipped with mufflers in good operating condition.
- (d) — *Drilling fluid.* The bore hole of any well while being drilled or reworked shall at all times contain drilling fluid of a weight and viscosity which a reasonably prudent operator would use to keep the well under control.
- (e) — *Blow-out preventers.* After setting and cementing surface casing, two (2) dual control hydraulically operated ram-type blow-out preventers equipped with both blind rams and pipe rams and having a working pressure rating equal to the maximum well-head pressure expected, shall be used for all drilling or completion operations involving the use of drill pipe or tubing after the surface casing has been set. For wells drilled below nine thousand (9,000) feet, an annular or bag-type blow-out preventer shall be used in addition to the two (2) dual controlled blow-out preventers above specified. During drilling and completion operations, the blow-out preventers shall be tested at least once every twenty-four (24) hours and crews shall be required to alternate in making such tests. Note of such tests should be made on the driller's log. All control equipment shall be in good working order and condition at all times. The power source for operation of the blow-out preventers shall be a separate power source located remotely from the rig substructure and shall include an accumulator with one hundred twenty-five (125) percent of the capacity sufficient to operate all the blow-out preventers at least one time. The ram-type blow-out preventers shall also be equipped with mechanically operated closing devices with appropriate extension handles accessible on the outside of the drilling rig substructure to be used in the event of failure of the hydraulic power normally used for operation of the rams. A kill line hookup and a choke

manifold assembly with at least two (2) choke controls, a master valve, and a gauge shall be included in each blow-out preventer assembly. This assembly shall have a working pressure rating equivalent to the blow-out preventer equipment and shall be kept in good operating condition at all times for the purpose of controlling the well at all times. During drilling, all wells shall be fitted with an upper kelly cock in proper working order to close in the drill string below the hose and swivel when necessary for well control. A lower kelly safety valve shall be installed at the bottom of all kellys. Such valve shall be designed so that it can be run through the blow-out preventers. There shall be maintained at all times on the rig floor, safety valves to include:

(1) — Full opening valves in similar design as the lower kelly cock safety valve.

(2) — Inside blow-out preventer valve with wrenches, handling tools, and necessary subs for all drilling pipe sizes and tubing sizes in use; such safety valves to be installed when needed for well control.

An exception to any requirement may be granted by the petroleum superintendent with the approval of the city manager.

(f) — *Surface casing.* All operators shall be required to set and cement a sufficient amount of surface casing to properly protect all fresh water sand in accordance with any governmental agency having jurisdiction. The length of surface casing shall in no case be less than one thousand (1,000) feet or less than fifteen hundredths times the length of the next string of pipe proposed to be set. Notification to the petroleum superintendent must be given and permission granted before the well is drilled deeper than the originally proposed depth for any casing string to be run subsequent to the setting of the surface casing. The surface casing shall be of new casing meeting API specifications and designed as to tension, collapse, and burst according to accepted engineering practices and safety factors. A volume of cement shall be used, which according to accepted engineering procedures, is calculated to fill the annular space between the surface casing and well bore to the surface of the ground, and the cement shall be allowed to stand for a minimum period of twelve (12) hours before the plug is drilled. If cement returns to the surface are not obtained, the upper portion of the surface casing shall be adequately cemented from the surface. The surface casing and blow-out preventer equipment shall be pressure tested, after notification to the petroleum superintendent of the time of testing, in accordance with testing procedures set out in the railroad commission rules. Exceptions may be granted by the petroleum superintendent with approval of the city manager.

(g) — *Production and protection casing.* The producing and protection strings of casing shall be of new pipe meeting API specifications and designed as to tension, collapse, and burst according to accepted engineering practices and safety factors. Cementing shall be by the pump and plug method and the volume of cement, which is calculated according to accepted engineering practices, shall be sufficient to fill the annular space between the casing and the well bore to a point at least six hundred (600) feet above the shoe or the highest producing zone, whichever is the shallower depth. Cement shall be allowed to stand for a minimum of twelve (12) hours before drilling the plug. Casing centralizers shall be run in the vicinity of any formations containing hydrocarbons and near the bottom of the string. An exception may be granted by the petroleum superintendent with approval of the city manager.

- (h) — *Drillstem tests.* No operator shall conduct or allow to be conducted any swabbing operations or the taking or completion of any drillstem test except during daylight hours. Drillstem tests may be conducted only if the well effluent remaining in the drillpipe at the time the tool is closed is flushed to the surface by circulating drilling fluid down the annulus and up the drillpipe. An exception to the requirements of this section may be granted by the petroleum superintendent with approval of the city manager.
- (i) — *Formation pressures.* No well shall be completed or operated in a zone which is reasonably anticipated to produce shut-in pressures in excess of the working pressure rating of the standard API wellhead equipment on the well.
- (j) — *Wellheads.* All wells drilled or completed after the effective date of this chapter will be equipped with casing heads, tubing heads, and wellhead connections which conform to API standards. The casing heads used on such wells shall have working pressure ratings of not less than three thousand (3,000) pounds per square inch. Tubing heads and wellhead connections used on such wells shall have working pressure ratings in excess of the well's shut-in surface pressure. All such wells having a surface shut-in pressure of three thousand (3,000) pounds per square inch or less shall be equipped with at least one master valve and one wing valve. All wells having surface shut-in pressures in excess of three thousand (3,000) pounds per square inch shall be equipped with at least two (2) master valves and one wing valve, and no such well shall have threaded connections between the surface safety valve and the Christmas tree.
- (k) — *Multiple completions.* Multiple connections and tubingless completions are permitted.
- (l) — *Surface safety valves.* A high-low surface safety valve shall be installed on all wells with a surface shut-in pressure in excess of three thousand (3,000) pounds per square inch.
- (m) — *Subsurface safety valves.* All producing wells which are naturally flowing or which are located within a bay or on land within one hundred fifty (150) feet of a bay shoreline (said shoreline being defined as five-tenths (0.5) feet above United States Coast and Geodetic Datum) and which a surface elevation of less than ten (10) feet above this datum, or which are located within fifty (50) feet of a public street, shall be equipped with a subsurface safety valve (storm choke) installed in the tubing or production string. This valve shall be pulled and inspected between April 1 and August 1 of each year and more often if desired by the operator. An affidavit of compliance with this subsection shall be filed with the petroleum superintendent by April 15 and August 15 of each year. An exception to this provision may be granted by the petroleum superintendent with approval of the city manager.
- (n) — *Final report.* Within thirty (30) days after completion of any well, permittee shall file in the office of the petroleum superintendent a final report which shall be a copy of the appropriate railroad commission form(s).
- (o) — *Well control.* In the event of the loss of control of any well the operator shall immediately take all reasonable steps to regain control of such well, regardless of any other provision of this chapter, and shall notify the petroleum superintendent as soon as practicable. If and when the petroleum superintendent certifies in writing to the city secretary that in his opinion (a) danger to persons or property exists because of such loss of well control, briefly describing the same, and (b) the operator is not taking or is unable to take all reasonably necessary steps to regain control of such well, the petroleum superintendent may employ

any well control expert or experts or other contractors or suppliers of special services, or may incur any other expense for labor or material which the petroleum superintendent deems necessary to regain control of such well. The city shall have a valid lien against the interest in the well of all working interest owners who have voluntarily joined in the drilling of such well, to secure payment of any expenditure made by the city pursuant to any such action of the petroleum superintendent in regaining control of said well.

(p) — *Relief wells.* Drilling of a relief well may be commenced without first securing a permit if such action is deemed necessary in the good-faith opinion of the operator. Operator shall make all reasonable efforts to notify the petroleum superintendent by telephone as soon as feasible, but failure to make such notification shall not be deemed a violation of this chapter. Within twenty-four (24) hours after the commencement of operations for the drilling of such a relief well, the operator drilling the same shall notify the petroleum superintendent that such operations have been commenced, stating fully the reasons therefor, and such operator shall within five (5) days after such commencement of operations make application for a permit to drill said well as elsewhere provided in this chapter. The operator drilling such relief well shall also furnish promptly any information with respect to such relief well as may be requested from time to time by the council or the petroleum superintendent. No such well drilled as a relief well under the provisions of this paragraph shall be completed as a producing well unless a permit therefor shall have been issued in the same manner as is required hereunder for the drilling of any other well. Any relief well not completed as a producing well within six (6) months after commencement of drilling operations shall be plugged and abandoned unless the operator elects to complete and maintain the well as a relief well for safety purposes.

(q) — *Pipelines.* Before any excavation or construction work is commenced on any pipeline to produce, collect, process and/or transport oil, gas, water or other product to or from any well site, on, over, under, along or across any city street, sidewalk, alley or other city property, a permit shall first be obtained from the city council as required by the City Charter. All pipelines shall be laid only in accordance with the provisions of such permit, this chapter, the City Charter and other ordinances of the city. All permanent pipelines constructed after the effective date of this chapter, and replacement of any part of any pipeline existing at the date of this chapter, shall be composed of all new pipe meeting USAS B-31.8-1968 specifications and shall be installed and tested in accordance with these specifications. Operators constructing any pipelines shall furnish the petroleum superintendent with a plat showing the proposed and as-built location and size of such pipelines. No operators shall interfere with or damage existing storm sewers, drainage facilities, water lines, sewer lines or gas lines, or facilities or public utilities located on, under or across the course of any such pipeline. Temporary lines may be laid under revocable easements.

(r) — *Storage facilities.* Steel storage tanks shall be used for the storage of liquid hydrocarbons and shall be constructed, installed and maintained in good and workmanlike manner. All such steel tanks shall meet the minimum quality and design standards of API standard 12B bolted steel tanks or API standard 12D welded steel tanks including recommended pressure and vacuum relief valves. All such tanks shall be equipped with a vent line and at the point where gas is vented to the atmosphere from said vent line a flame arrester shall be installed. Each tank or tank battery, as the case may be, shall be surrounded by an earthen fire wall located at such a distance from the tanks and of sufficient height to hold and retain at least

one and one-half (1½) times the maximum capacity of such storage facilities. An operator may use, construct and operate steel conventional separators and such other appurtenances as are reasonably necessary for treating oil, condensate, or gas at each tank battery location. Such facilities shall be constructed and maintained so as to meet or exceed API standards. Each oil and gas separator shall be equipped with both a regulation pressure relief safety valve and a bursting head.

(s) — *Fired vessels.* No fired vessel or open flame shall be located nearer than one hundred fifty (150) feet from any well or storage tank.

(t) — *Fences.* All wells and production facilities shall be adequately protected by a fence constructed so as to prevent easy entry; however, any wellhead, tank battery, pumping unit or equipment appurtenant thereto located on any lease, tract or farm, which is adequately fenced in its entirety will require no additional fencing. Safety precautions normally taken by reasonably prudent operators shall be observed.

(u) — *Pumping unit prime movers.* Only electric prime movers shall be permitted for the purpose of pumping wells unless a waiver of this provision is obtained from the petroleum superintendent.

(v) — *Vented gas.* No operator shall allow gas to escape or be vented into the air except for bleed gas normally vented from standard gas-operated controls and normal stock tank vapors. All gas burned shall be burned in a manner which does not create or constitute a fire hazard and the location of the torch, pipe or other burning device, the construction thereof, the maintenance thereof, and the operation thereof shall at all times be in full compliance with such regulations as may be from time to time issued by the fire department of the City.

(w) — *Salt water and waste disposal.* All operators shall make adequate provisions for the disposal of salt water or other impurities which may be produced along with the oil or gas in a manner which prevents the contamination of the surface or subsurface water supply of the city or the destruction of vegetation. No operator or any person engaged in the operation of any loading rack, storage or other facility or equipment used in the production, storage, transportation, sale or shipment of crude oil or other flammable petroleum product shall permit any crude oil, gas or other flammable petroleum product to spill over, overflow, leak, drain out, escape or accumulate in any sewer or about the premises, or on any surface, or in any open surface ditch or any other exposed surface conduit, in any manner or amount which creates a potential fire hazard, or which may pollute any surface or subsurface water or damage any publicly owned land.

(x) — *Corrosion protection.* All pipelines, flow lines, and gathering lines must be cathodically protected against corrosion by electrolysis. Wells must be electrically isolated from all metallic piping and gathering systems unless the well and such piping are cathodically protected as a system. Electrical isolation of such wells shall be done by the use of insulating sleeves and washers in flanges or insulating unions. The effectiveness of such insulating devices must be tested at least every six (6) months and the results of such tests reported to the petroleum superintendent.

(y) — *Production equipment.* The operator shall install all production equipment in good and safe condition. All equipment should meet standard API specifications and be installed and maintained according to API recommended practices.

- (z) — *Premises to be kept clean.* All surface areas utilized by an operator shall be kept clear of high grass, weeds and combustible trash or other rubbish or debris that would, if allowed to accumulate, result in a fire hazard.
- (aa) — *Secondary recovery and pressure maintenance.* Equipment installed for the purpose of performing secondary recovery, pressure maintenance or other improved recovery operations or for automatic lease operations shall comply with all safety regulations of all ordinances of the city and the railroad commission.
- (bb) — *Signs.* Printed signs with at least five (5) inch letters reading, "DANGER, NO SMOKING OR OPEN FLAMES ALLOWED" or similar words shall be posted in conspicuous places on each well, storage tank or battery of tanks. The signs shall include the production unit number and emergency notification telephone number of the Galveston fire department. Well and lease designations required by the railroad commission of Texas or any other governmental authority having jurisdiction shall also be displayed.
- (cc) — *Blocking of streets and alleys.* No street or alley shall be blocked or obstructed by any drilling or producing operations unless prior written consent is obtained by the operator from the city council.
- (dd) — *Hurricane precautions.* When any part of the area covered hereby is in the projected path of winds classified by the United States weather bureau to be of hurricane proportions, then, at such time as the frontal edge is estimated to be not less than twenty-four (24) hours away, all operators shall immediately shut down drilling and producing operations; drill pipe shall either be laid down or left in the well bore; and the drilling masts shall be laid down.
- (ee) — *Wells to be abandoned.* All wells within the city limits of Galveston which are not producing oil or gas on a regular basis will, with the exceptions noted below, be plugged.
- Exceptions:
- (1) — Wells in use as water supply wells;
 - (2) — Wells in use as salt water or waste disposal wells which are operating under a valid permit from the governmental agency having authority;
 - (3) — Wells used as injection or observation wells in secondary recovery, pressure maintenance or other improved recovery operations where such operations are conducted under a valid permit from the railroad commission;
 - (4) — Wells capable of producing oil or gas on a regular basis which are classified as shut-in wells under a valid permit issued by the railroad commission;
 - (5) — Wells on which drilling, recompletion, or well servicing operations are in progress;
 - (6) — Temporarily abandoned wells.
- (ff) — *Abandonment procedures.* Whenever any well is permanently abandoned, it shall be the obligation of the operator to plug such well in accordance with the laws of the state, the rules of the railroad commission of Texas, the procedure outlined in this chapter, and/or any other agency having jurisdiction in connection with the plugging and abandonment of such well. The operator will submit to the petroleum superintendent's office twelve (12) hours in advance of the plugging operation a notice of intent to plug and abandon which will include the abandonment program and request for release of permit.

(1) —Where enough of the producing or protective casing has been removed from the well to expose the shoe of the surface casing, then a one hundred-foot cement plug will be placed opposite the shoe of the surface casing to extend at least fifty (50) feet downward and fifty (50) feet upward from the shoe of the surface casing. Sufficient time will be allowed for this cement to harden enough so that it will sustain the weight of drill pipe to this depth. The operator will feel for the top of the plug to determine that the top is at least fifty (50) feet above the shoe of the surface casing and is of sufficient hardness to hold the weight of drill pipe to this depth. In event the top of the plug is not fifty (50) feet upward from the shoe, then a second cement application shall be required and tested as above. After the plug at the shoe has been successfully completed, then a minimum of fifty-foot cement plug will be set at the surface. The surface casing is to be cut off three (3) feet below the ground level and capped with a steel plate welded onto the surface casing below ground level.

(2) —Where the protective or producing string of casing to be left in the well extends upward from the shoe of the surface casing to prevent the above method of abandonment, then the following procedure will be used: A packer will be set in the surface casing fifty (50) feet above the top of any other casing within the surface casing and sufficient cement will then be squeezed below the packer to theoretically extend to one hundred (100) feet below the shoe of the surface casing and fill the portion up to the packer with cement. The packer will be left in the well. A surface plug as described above will then be set and abandonment completed in the same manner as described above.

(gg) —*Exceptions to surface conditions of plugged well.* An exception to the provision relating to the surface condition of a plugged well may be granted by the petroleum superintendent with approval of the city manager pursuant to an application for such exception filed by the operator.

(hh) —*Operator to bear exception expense.* Any expense incurred by the city due to a request for an exception under this section shall be paid by the operator requesting such exception.

Sec. 25-7. - Insurance and bonds regarding above ground operations.

(a) *Insurance requirements.* All operators shall maintain commercial general public liability insurance and insurance coverage on their employees, agents and contractors, in addition to required workmen's compensation insurance, in at least the following amounts:

(1) *Comprehensive general liability insurance:*

- a. Public General liability (bodily injury) insurance with limits of not less than one million dollars (\$1,000,000.00) for each occurrence; with a two million dollar general aggregate.
- b. Public General liability (property damage) medical expense, any one person, insurance with limits of not less than \$10,000.00 five hundred thousand dollars (\$500,000.00) in the aggregate.

(2) *Excess liability insurance:* An excess liability policy with a limit of liability of at least five million dollars (\$5,000,000.00) coverage in excess of the above required general liability policy.

- (3) *Certificate of insurance:* As proof of compliance with this section a certificate of insurance shall be provided with the permit application naming the City of Galveston as an additional insured, filed with the petroleum superintendent setting out the insurance coverage required under this section. Such certificate shall state that thirty (30) days' prior written notice of cancellation or material change shall be submitted to the petroleum superintendent by the insurance carrier. Such certificate shall also show the coverage for property damage liability damages arising from blasting or explosion; collapse or structural injury; underground property damage; damage to underground resources and equipment; and hazard and blowout or cratering of any well.
- (b) *Bond requirements.* Each applicant shall file a bond with the permit application petroleum superintendent, executed by the applicant as principal and by a good and sufficient corporate surety company. Said bond shall provide that the principal will remedy any and all damages to the streets, curbs, gutters, water lines, fire hydrants and other public property, occasioned in any manner by the principal, his agents, employees, servants and contractors, and that applicant will reimburse the city for any expenditures made by the city under its the authority granted in section 25-6(o). Such bonds shall inure to the benefit of the city, shall be in the amount of twenty thousand dollars (\$20,000.00) fifty thousand dollars (\$50,000.00). The city risk manager shall have full authority to determine the adequacy of the bond and the sufficiency of the surety. An applicant shall not be required to post additional bond(s) if there are he has approved bonds on file with the petroleum superintendent, permit office as required by this section, totaling one hundred thousand dollars (\$100,000.00). Each bond shall be for a term of five (5) years and shall be kept in effect by renewal on or before any expiration date unless the applicant is sooner released by the petroleum superintendent permit office.
- (c) — *Self-insurance.* The city council may waive the requirements for any bond or policies of insurance, which are required under this chapter, as to any applicant who is financially responsible and capable of meeting obligations for amounts in excess of six million five hundred thousand dollars (\$6,500,000.00) upon applicant's filing with the petroleum superintendent, in lieu of said surety bond and insurance requirements, a bond executed by the operator as principal and a good and sufficient corporate surety company as surety, guaranteeing to the city that the operator shall be financially responsible for all operations in the same manner and to the same effect as if said operator were fully covered by the insurance requirements set out in subsection (a) and the bond requirements set out in subsection (b) of this section. Said bond shall be approved by the city attorney.
- (d) — *Release of bonds:* The petroleum superintendent may release bonds under the following conditions:
- (1) — When the permittee ceases all operations covered by this chapter with all wells plugged in accordance with the terms hereof, including the removal of all equipment and machinery.
 - (2) — If the permittee assigns all of his interest in the production unit covered by bond, such assignor shall be released from such bond, except as to any liability then existing, after the assignee has fully complied with the bond and insurance requirements of this chapter.

- (e) c) *Bond surety.* By the term "good and sufficient corporate surety company" is meant a surety company licensed to do business in the state and whose name appears on the current list of accepted sureties on federal bonds published by the U.S. treasury department. Whenever in this chapter a bond is mentioned, such bond, to be acceptable, must have a good and sufficient corporate surety company as surety.

Sec. 25-8. — Voluntary unitization.

(a) — *General statement.* Voluntary unitization is encouraged to permit each owner and lessee of an interest in oil and gas in a tract within a production unit established hereunder to recover the equivalent of his interest in the oil and gas in and under his tract or tracts of land within such production unit.

(b) — *Filing of fair and reasonable unitization and operating agreements with petroleum superintendent.* If all owners and lessees of oil and gas interests in tracts within a proposed production unit have not executed or ratified a voluntary unitization agreement and unit operating agreement, applicant shall file a true copy of the proposed agreements executed by applicant in the office of the petroleum superintendent (city secretary) with the application to drill. Such agreements shall be fair and reasonable. A voluntary unitization and operating agreement shall not be considered fair and reasonable if it provides for any of the following provisions:

(1) — Preferential right of the applicant to purchase mineral interests in the production unit;

(2) — A call on or option to purchase production from the production unit;

(3) — Operating charges which include any part of district or central office expense other than reasonable overhead charges;

(4) — Prohibition against nonoperators questioning the operation of the production unit.

If such unitization agreement and unit operating agreement have not been executed or ratified by all other owners and lessees of interests in oil and gas in tracts within the proposed production unit, applicants shall prepare and submit to the petroleum superintendent, with the application to drill, proposed forms for such agreements and forms for the ratification thereof and after consideration the petroleum superintendent shall file such forms if provision is made therein for allocating production among unitized tracts and interests herein in the proportion that the surface acreage of each unitized tract bears to the total surface acreage in the production unit (of, if applicable as to oil royalty, in the subarea of the production unit). Such proposed unitization agreement and unit operating agreement shall specify the depths or zones and the minerals (oil, gas or both) to which they apply, and may provide for more than one (1) well and (if oil is discovered) for more than one subarea of the production unit for oil royalty revenue and expense allocation purposes. The boundaries of the subareas shall be designated by applicant and same may overlap.

(c) — *Notice of filing of application.* If the proposed unitization agreement and unit operating agreement have not been executed or ratified by all leasehold and other owners and such owners' interests have not otherwise been effectively unitized, no drilling permit shall be issued hereunder until thirty (30) days after the applicant shall have mailed to the nonunitized owners of minerals or royalty of each tract within the production unit and shall

have published in one issue of the official newspaper of the city a notice substantially as follows:

Notice is hereby given that _____, whose address is _____, as applicant pursuant to the provisions of the oil and gas drilling ordinance of the city, has filed with the petroleum superintendent an application for a permit to drill a well on Drilling Block No. _____ within the city limits of Galveston. A map showing the lands comprising said drilling block, the production unit upon which such well is to be drilled and the exterior boundaries thereof, together with forms of proposed unitization and unit operating agreements, are on file in the office of the petroleum superintendent and available for examination by all persons during regular office hours. All interested parties are hereby notified that they have thirty (30) days after the date of this publication within which to execute and deliver ratifications of the appropriate agreements with respect to their interest in the minerals and production unit shown in such instruments, or under certain circumstances, to participate on a royalty basis with respect to such voluntary unit. Any leasehold or other interest owner who fails to deliver to applicant a properly executed ratification within such time shall be deemed to have elected to repudiate the proposed unit and to not participate in said pooled unit or the production therefrom. Applicant has filed with the petroleum superintendent a detailed statement of the estimated costs and expenses involved in connection with the drilling and completion of said well and the amount in cash allocable to each tract not under lease to or pooled with leases of applicant, which amount the owners of leasehold and other operating rights in each such tract who elect to execute the unit agreement and operating agreement and participate as active operating interest owners must pay as provided in such operating agreement. The ratification forms are available from applicant or from the petroleum superintendent. The proposed unit covers all of the (here insert oil, condensate or gas or oil) with respect to (here insert depths or zones pooled) in and under the production unit referred to above.

Dated this _____ day of _____, 19 _____.

- (d) — *Result of nonratification of unitization and operating agreements.* Leasehold or other owners who fail timely and effectively to ratify the proposed unit agreement and operating agreement shall be deemed to have repudiated the proposed unit and any right to share in production from the unit well unless same be producing from a tract in which they own an interest. Notwithstanding such repudiation, if all leasehold and other owners having interests in a nonunitized tract in the production unit execute and deliver to applicant a valid oil and gas lease covering such tract, using a form of lease that is in substantially the same form as filed with and approved by the petroleum superintendent, upon such delivery applicant shall include in the unit, the premises covered by such lease; and from and after the date such lease is effectively included in the unit, and not until such date, the interests covered by such lease shall participate, on a royalty basis, in the production of unitized substances from such unit.

Sec. 25-9. — General provisions.

- (a) — *Enforcement and supervision.* Enforcement of the terms of this chapter shall be by the city council. It shall be the duty of the petroleum superintendent to enforce the provisions of this chapter and to that end he is hereby vested with police authority.

- (b) — *Public excluded.* It shall be unlawful for any person, unless authorized by the operator, to enter a fenced area around any well or production facility. It shall be unlawful for any person, unless authorized by the operator, to touch any well or production equipment. Notwithstanding any other provision hereof, the petroleum superintendent shall have the right to enter the area of any drill site at any time. In the event any fence surrounding any well or production facility shall be kept locked, upon request of the petroleum superintendent, the key shall be furnished to him for use in access to said premises.
- (c) — *Enforcement.* In addition to any other penalty provided by this section, the city council may direct the city attorney to initiate an action in any court having competent jurisdiction to enjoin any violations of the provisions of this chapter or for an injunction to compel compliance with any provision of this chapter.
- (d) — *Amendment.* Except with respect to the oil and gas master plan adopted through the provisions of subsections (a) through (g) of section 25-4, this chapter or any part thereof may be altered, repealed or amended at any time; and no rights or privileges may ever be acquired hereby which may not be altered, repealed or modified by the city council.
- (e) — *Surface and/or subsurface easements.* When applicant or operator requires surface and/or subsurface easements under a drilling block or production unit, a request shall be made to the council who may take all necessary action to obtain such easement or easements in which the city or any other governmental entity has an interest. Applicant or operator shall pay all costs and expenses so incurred by the council provided the same are first approved by applicant or operator.

Sec. 25-10.— Option acreage.

Drilling blocks or production units, containing option acreage, as hereinafter defined, may be unitized as provided in section 25-8 except that option acreage may be included or excluded from the unitized area at the option of the owner or owners of a majority of the operating rights in the lease or unitized tract of which the option acreage is a part. An applicant applying for a permit to drill in a drilling block or production unit that contains option acreage shall deliver to all of the owners of operating rights in the leases or unitized tracts, of which the option acreage is a part, a notice as provided in section 25-8(c). If the owner fails to notify the applicant in writing within thirty (30) days from the date of posting said notice to such owner of his election of one of the available options, the owner will be conclusively presumed to have elected to have the option acreage excluded from the drilling block or production unit. Option acreage which is excluded from a drilling block or production unit under the provisions of this section shall be deducted from the total acreage originally designated for such drilling block or production unit prior to determining whether or not an applicant owns fifty (50) percent of operating rights in a proposed drilling block or production unit. However, any drilling block on which there is located an existing well may, at the option of the operator of said existing well, be treated as a production unit provided said operator owns or controls option acreage and other leasehold rights in excess of fifty (50) percent of the operating rights in said drilling block. Should the operator notify the petroleum superintendent that said drilling block is to be treated as a production unit, then any nonunitized interest in said drilling block may share in production from said unit pursuant only to the terms of section 25-8(d). However, operator may elect to exclude said option acreage from such production unit as provided above.

The term "option acreage" is defined as follows: Where a lease or unitized tract on which an existing well is located extends into a drilling block or production unit which may be unitized by this chapter, the portion of the lease or unitized tract which lies within the boundaries of such production unit is referred to herein as "option acreage."

Secs. 25-~~11~~ **8** – 25-29. Reserved.

ARTICLE II. - GEOPHYSICAL MINERAL EXPLORATION AND TESTING

Sec. 25-30. - Permit—Required.

It shall be unlawful for any person, acting either for himself or as an agent, employee, independent contractor or servant of any other person to use or discharge in any manner, any explosive, including but not limited to, dynamite and nitroglycerin, or conduct any other method of geophysical mineral testing by the use of vibrating machines or otherwise within the city limits without first having obtained a valid permit for such activity from the permit office. ~~petroleum superintendent.~~

Sec. 25-31. - ~~Same~~ **Permit Application** Requirements and fee.

An application shall be filed in duplicate (with all exhibits attached) in the permit office ~~of the petroleum superintendent~~ prior to beginning any geophysical mineral testing. Application for seismic work shall cover a single set of lines for a single client or project. Should the applicant determine, after the permit is granted, that additional lines or extensions of existing lines are necessary, these shall be considered a new project and a new application shall be filed, along with all required documents and fees applicable. Such application shall be verified before a notary public and shall be signed by the applicant or some representative of the applicant having legal authority to enter into contracts binding upon the applicant, and the application shall include (as exhibits constituting a part of the same, where appropriate) the following:

- (a) The name, email, and address of the applicant and, if the applicant is a corporation, the name, email, and address of the person upon whom process may be served for such corporation and, if the applicant is a partnership, the names and addresses of the general or managing partners;
- (b) The name, email, address and telephone numbers of a person designated as the agent of the applicant to receive for the applicant all process or citation notices and demands hereunder. If appropriate, more than one telephone number should be furnished;
- (c) Applicants shall file a scaled site plan on a minimum eight and one-half (8½) inch by eleven (11) inch sheet which indicates the following (as applicable):
 - (1) Data describing all processes and activities involved in the proposed use (hole depth, charge type, etc.),
 - (2) Boundaries of proposed seismographic survey area within the City of Galveston incorporated limits,
 - (3) The proposed survey lines and shot hole locations,
 - (4) Identify existing land uses along survey line and special restricted areas (e.g., ship channel),

- (5) The location of significant natural features, such as salt marshes, wetlands, ponds, bayous, etc.;
- (d) An insurance certificate dated not more than ten (10) days prior to filing the application shall be attached. This certificate shall indicate that the applicant has complied with at least the minimum insurance requirements specified in section 25-7 of this chapter.
- (e) A copy of such bonds as required by this chapter section 25-7 shall be attached. If no bond is required, the applicant shall attach as an exhibit, a statement to the effect that no bond is required with a brief statement pertaining to the reason for the this exception to the bond requirement. The cash bond shall be filed with the petroleum superintendent permit office with the permit application and remain in force and effect on deposit for at least a period of six (6) months after exploration ends and until all claims, if any, are resolved. If such claims cannot be resolved and litigation ensues, then said bond shall be deposited into the registry of the court.
- (f) Such The application shall be accompanied by a daily permit fee to be assessed by the city council.
- (g) On receipt of such the application by the permit office petroleum superintendent, the same shall be referred to the city manager or his designee for a report as to compliance of such application with the provisions of this section. Such report and the application shall then be submitted submitted to the city council for review and approval or denial. No permit shall be issued except by the approval of the city council.

Sec. 25-32. - Same—Permit Duration.

Permits are limited to a period of six (6) months from date of issuance, but and may be renewed for not more than two (2) additional ninety (90) day periods at the discretion of the petroleum superintendent and fire marshal City Council. The city manager and city council shall be informed of all such extensions.

Sec. 25-33. - Same— Permit Terms.

Each permit issued under this article shall require the permittee to do the following:

- (a) Obtain written permission from each property owner to enter his the owner's property;
- (b) Contact each resident or business within two hundred fifty (250) feet of the operation prior to performing the actual work;
- (c) Place newspaper advertisements in the official newspaper of the city of not less than three (3) inches by four (4) inches explaining the work to be performed, location, and telephone number residents may call. The advertisement shall be placed in the newspaper at monthly intervals during the continuation of the project. The petroleum superintendent permit office may request additional publications to assure that the health, safety and welfare of the general public are being protected. The city manager and city council shall be informed of all such additional requirements;
- (d) Employ at least one (1) City of Galveston (off-duty) fireman to accompany the crew while testing on city right-of-way (and provide twenty-four (24) hour notice to the fire marshal);

- (e) ~~Provide notarized evidence that all terms of the permit have been met or will be met in accordance with permit requirements;~~
- (f) If applicable, obtain approval of city council to use city right-of-ways and enter into a license-to-use agreement with the city. Such agreement shall include all standard requirements applicable to city license-to-use agreements and any additional requirements imposed by city council.

Sec. 25-34. - Explosives.

- (a) Charges in excess of twenty-five (25) pounds shall not be used unless authorized by the permit office. ~~except pursuant to written authorization from the petroleum superintendent and fire marshal.~~ Requests for the use of such charges shall specify the size of charges to be used, and the depth at which they are to be suspended or buried. Such request shall be addressed to the petroleum superintendent.
- (b) The placing of explosive charges on the bottoms of the water or any area covered by a permit issued pursuant to this article is prohibited. All charges not detonated in holes below the bottom must be suspended and detonated at a point not below the level midway between the surface of the water and the substratum underlying such water; or detonated above the surface of the water. No such charges shall be detonated nearer to the bottom or water bed than five (5) feet.

The requirements of this section shall not apply to trial charges and charges for determining position and water speed, provided that such charges are not over five (5) pounds, and not fired more often than absolutely necessary.

- (c) Minimum required depths of charges detonated in holes below the bottom or bed of the inland waters and in the Gulf of Mexico within the gulfward boundary of the state inside the city limits, shall be as follows:
 - (1) Five (5) pounds or less: twenty (20) feet below the bottom;
 - (2) Up to twenty (20) pounds: forty (40) feet below the bottom;
 - (3) Up to thirty (30) pounds: fifty (50) feet below the bottom;
 - (4) Up to forty (40) pounds: sixty (60) feet below the bottom;
 - (5) Up to fifty (50) pounds: seventy (70) feet below the bottom.

No part of the charge shall be above the minimum required depth.

These minimum depths shall not apply to trial charges and charges for determining condition of the weathering layer, provided that such charges are not over five (5) pounds and not fired more often than absolutely necessary.

Sec. 25-35. - Pipe requirements.

- (a) All pipe used in geophysical operations must be removed by the party using such pipe at least six (6) feet below the bottom or water bed before finally leaving the shotprint.

- (b) All parties using pipe must have clearly stamped at each end of each joint the name or abbreviation of the name of the company using the pipe.
- (c) All pipes, buoys, and other markers used in connection with seismic work shall be properly flagged in the daytime and lighted at night according to the navigation rules of the U.S. Army Corps of Engineers and U.S. Coast Guard.

Sec. 25-36. - Regulation of discharge and transportation of explosives.

No geophysical method of mineral exploration shall be used under this permit ~~without prior written notice to the permit office by~~ the permittee ~~of having first, on~~ the date of such proposed use, ~~notified the petroleum superintendent and fire marshal of~~ the proposed time and ~~the~~ location of the planned use. ~~In the event the petroleum superintendent is not available, notice shall be given to the fire marshal and to the city manager.~~ Additionally:

- (a) No explosives shall be discharged within one thousand (1,000) feet of a fishing boat operating on the lakes, bays, sounds or other inland waters inside the coast line as designated and defined by the federal government under applicable acts of congress, or within the gulfward boundary of the state, county, or city without notice being given to such boat so that it may move from the area.
- (b) No testing shall be conducted on Sunday, nor between the hours of 8:00 p.m. and 6:00 a.m. local time.
- (c) No shooting will be allowed in heavy fog due to danger to boats in close proximity.
- (d) The use, transportation, and storage of dynamite, caps, and any other type of explosives shall be in accordance with all federal, state, county, and city regulations pertaining thereto.
- (e) Persistent gas and water spouts caused by drilling or shooting operations of seismic crews will be stopped by permittee as soon as possible after they occur.
- (f) No explosives shall be discharged within two hundred fifty (250) feet of any oyster reef or bed, approved by the director of the Texas State Department of Fisheries and Wildlife.

Sec. 25-37. Reserved.

Sec. 25-38. - Marsh buggy operations.

Marsh buggy operators must stay within a two hundred (200) foot right-of-way, one hundred (100) feet either side of the shot line. Where possible, efforts will be made to avoid crossing land-locked marsh ponds when tracks would open ponds to tidal flow. Efforts shall be made to minimize the number of traverses of a single path.

Sec. 25-39. - Protection to the environment.

- (a) Surveys are to be conducted by seismic personnel to provide maximum feasible protection to the environment except where mutually agreeable mitigating arrangements have been made for specific damages.

- (b) Any damages to property or structures in the marsh or other natural resources during survey work shall be reported immediately to the police dispatch of the petroleum superintendent city.
- (c) No explosives shall be discharged in the vicinity of an active bird rookery or nesting area or within the perimeter of a feeding or nesting area of any other species which is considered endangered or threatened, without the prior written approval of the Texas State Fisheries and Wildlife Department, and the U.S. Fish and Wildlife Services. Copies of such approvals shall be attached to the permit application.
- (d) Operations shall not disturb any natural or manmade channel or land-ownership markers. Permission of each land owner and/or lessee, on whose land a survey is planned, is required.
- (e) Survey crews are to remove all right-of-way markers or other markers of any kind, including but not limited to pipes, trash, litter and any other foreign objects, from the site of their operations upon completion of operations. Garbage, litter and sewage is to be stored according to the provisions of state and local laws and regularly disposed of during operations at a state inspected disposal site.

Sec. 25-40. - Permit denial or revocation.

- (a) A permit may be refused if it fails to contain all of the required information or if it is not signed by an authorized individual. A permit may be revoked if it is learned that the information contained in the application for such permit is untrue in any respect or that the application was signed by a person with no authority to sign such application.
- (b) Violation of any of the provisions of this article for the regulation of seismic operations, or the refusal of any operator or its employees to comply fully therewith at any time the exploration is conducted or any attempt to unduly influence the petroleum superintendent, fire marshal, or any other designated agent of the city to abstain from the enforcement of these regulations shall constitute peremptory a cause for the revocation of any permit which may have been issued and may result in the barring of the party chief or permittee personnel involved from future operations within the city.
- (c) Any person found in violation of any provision of this article shall be fined an amount not to exceed one thousand dollars (\$1,000.00). For the purpose of applying and enforcing the penalties contained in this section, each day a violation may occur or continue may be deemed a separate offense and punishable accordingly.

City of Galveston

Management and Operating Agreement for the Downtown Intermodal Transportation Terminal

PORT-SP2019-3

City Auditor: Glenn Bulgherini, CPA, FCPA, CICA, CCS
Assistant City Auditor: Carrie Sumrall, CFE, CICA, CCS

**CITY OF GALVESTON
MANAGEMENT AND OPERATING AGREEMENT
FOR THE DOWNTOWN INTERMODAL TRANSPORTATION TERMINAL
PREPARED BY THE CITY OF GALVESTON CITY AUDITORS OFFICE**

October 9, 2019

The Management and Operating Agreement for the Downtown Intermodal Transportation Terminal (M&O – DITT) is a *development and facilities agreement* between the City of Galveston and the Board of Trustees of The Galveston Wharves. This *development and facilities agreement* refers specifically to the occupancy, construction, and development of the land and improvements located at 25th and The Strand, Galveston, Texas. The agreement provides that this location will serve as the central hub for:

1. The City of Galveston's bus, trolley, and tourist oriented transit operations.
2. Parking spaces (162) for downtown mobility.
3. Retail / Commercial space for compatible uses.

This audit of the M&O – DITT is a direct result of the request from the Deputy City Manager on February 20, 2019. This audit began on March 28, 2019 when The City Auditors Office pulled excerpts from the M&O - DITT and then gathered information to prove conformance to those excerpts. The information gathered ranged from May 10, 2012 through September 23, 2019. The City Auditors Office would like to make City management aware of three opportunities for improvement that we noticed during this audit. They are:

1. The City of Galveston could develop procedures to receive the Business Plan and Operating Budget annually as mentioned in the M&O - DITT from the Wharves Board of Trustees.
2. The City of Galveston could enhance procedures to receive quarterly payments from the Wharves Board of Trustees in a timely manner pursuant to the M&O - DITT.
3. The City of Galveston could improve procedures to ensure that development costs charged to the City are materially accurate.

The remainder of this report explains these three opportunities for improvement to the City of Galveston.

**CITY OF GALVESTON
MANAGEMENT AND OPERATING AGREEMENT
FOR THE DOWNTOWN INTERMODAL TRANSPORTATION TERMINAL
PREPARED BY THE CITY OF GALVESTON CITY AUDITORS OFFICE**

Opportunity for Improvement 1

City management has not implemented procedures to ensure timely receipt of documentation pursuant to the M&O – DITT. The testing portion of this audit reveals that the Business Plan and Operating Budget for calendar year 2019 is still due from the Port of Galveston as of the date of this report. Receipt of this documentation from the Port of Galveston in a timely manner is necessary in order to fulfill this condition of the M&O – DITT agreement.

Paragraph 3. (j) of the M&O - DITT sets the standard for receipt of the Business Plan and Operating Budget as:

“.....Port and City agree that the Port, in its capacity as manager of the Commercial Space, shall create a business and marketing plan for the Commercial Space (“Business Plan”), containing an operating budget for the Facility for the upcoming calendar year (“Operating Budget”), a minimum of sixty (60) days prior to the beginning of each calendar year, which will be reviewed and approved by the City Finance Director and City Manager.”

This problem occurs when the City does not establish a process for sufficient internal communication channels. A sufficient internal communication process effectively conveys the duties and control responsibilities of employees. Specific to this situation is that financial (Finance Department) and departmental (Island Transit) personnel did not meet to determine control standards for the M&O – DITT. Employees should receive a clear message from top management that they consider both internal control over financial reporting and individual control responsibilities as soon as practical for new contract agreements.

Lack of a process for tracking communications and control responsibilities will risk the detection of potential non-compliance with contracts and agreements. City management also incurs the risk that relevant operating information will not be available to serve as a basis for reliable financial reporting. Please review City Auditors Office Recommendation 1 for suggestions to develop efficient tracking communications and control responsibilities located at the end of this report.

**CITY OF GALVESTON
MANAGEMENT AND OPERATING AGREEMENT
FOR THE DOWNTOWN INTERMODAL TRANSPORTATION TERMINAL
PREPARED BY THE CITY OF GALVESTON CITY AUDITORS OFFICE**

Opportunity for Improvement 2

Pursuant to the *Disposition of Revenues* clause in the M&O – DITT, the City of Galveston received \$16,733.56 and \$26,196.96 in a lump sum amount for the 2017 and the 2018 fiscal year ends respectively. The Port of Galveston should pay 4% of the gross receipts collected from the Facility to the City of Galveston each quarter of the fiscal year instead of a lump sum payment. Receipt of this payment on a timely basis is necessary to satisfy the obligations of the M&O – DITT.

M&O – DITT Paragraph 5. (a) Sets the standard for the payment to the City of Galveston as:

“.....In order to provide the City immediate cash flow from operation of the Facility, the Port will pay the City a quarterly cash payment (the “City Payment”), in an amount equal to 4% of the actual monthly gross receipts (“Gross Receipts”) of the Facility.”

City management can help to mitigate these delinquencies through enhancement of controls over financial reporting through ongoing monitoring, independent evaluations, and remediation of identified deficiencies for the M&O - DITT. Managements ongoing monitoring would provide feedback on the effective operation design of controls integrated into processes needed for the M&O - DITT. Findings of an internal control deficiency should be reported to (1) the appropriate person who is in the position to take corrective actions and, if applicable, (2) at least one level of management above that person.

Managements ongoing monitoring serves as a primary indicator of both control design and operating effectiveness and of risk conditions. Management should choose ongoing monitoring for the M&O – DITT or risk the following:

1. Delinquent accounts receivable will not be available for management review.
2. Aging accounts receivables will not be complete for reconciliation.
3. Cash receipts will post to the general ledger upon receipt rather than the date earned.

Please review City Auditors Office Recommendation 2 for suggestions to develop efficient tracking communications and control responsibilities located at the end of this report.

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Opportunity for Improvement 3

Amounts charged to the City of Galveston for M&O – DITT development costs are not proceeding through a level of control activities. The appropriate level of controls by City personnel would validate the authenticity and correctness of these development costs. This validation could receive approval by City management in a timely fashion to help ensure receipts from the Port of Galveston are genuine and correct.

M&O – DITT Paragraph 5. (b) Defines the rules for the Port of Galveston’s Recovery of Development Costs as:

“Port is entitled to use Net Receipts (defined below) to reimburse itself for (i) all acquisition costs relating to the land on which the Facility is located and (ii) any funds advanced or used by the Port to construct the Facility”

This weakness is a symptom of the design and implementation of control activities for the M&O - DITT. The City’s personnel must possess adequate knowledge and experience to discharge their responsibilities over contracts and agreements. Management should always design control activities for the information system to monitor contracts and agreements. The control activities for adequate performance would include necessary staff meetings with written checklists, information review, and discussions of the results of control activities.

Approval of the development costs charged to the City is a part of ongoing monitoring that should be a part of operations for explicit identification of what constitutes a deviation from expectations, thereby signaling to management an unacceptable level of risk. Otherwise, the City would be accepting the risk for the M&O – DITT that deficiencies that affect internal control over revenue collections will fail regular and necessary communication to management. Management should establish procedures to ensure that all reimbursable costs are correct to avoid levels of intolerable risk.

Please review City Auditors Office Recommendation 3 for suggestions to develop efficient tracking communications and control responsibilities located at the end of this report.

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City Auditors Office Recommendation 1

The City Auditors Office suggests the use of a Control Standards Manual for use by City management and personnel. The Control Standards Manual should document the internal control objectives for each business process, as well as the specific procedures used to meet those objectives. This Manual can also observe how different control points support each other and what happens when specific controls do not exist in the process. The Control Standards Manual can include flowcharts of the processes, date reminders, as well as forms used for processing. Upper management should walk process managers through the Manual to highlight its key points. By this constant emphasis on the importance of the Control Standards Manual, the City's process managers will take the time to review and implement it.

The Control Standards Manual should integrate with a Document Management Manual. The Document Management Manual should index, store, secure, and retrieve City documents. Examples of Document Management Manual rules and processes could be:

1. Confidential documents are restricted.
2. Current operating documents do not include expired or cancelled documents.
3. Users can retrieve requested documents in a timely manner.
4. The Document Management Manual utilizes the same retention policies to match the City of Galveston's retention policies.
5. Periodically conduct a records inventory to ensure that all pertinent documents are included in the Document Management Manual.

City Auditors Office Recommendation 2

A reasonable solution to avoid missed billings is to create a business process inside the Control Standards Manual mentioned in Recommendation 1. These processes could include:

1. Automated emails set up to remind process managers for upcoming collections as well as notifying appropriate billing personnel for the City.
2. Automated emails set up at fixed intervals to remind responsible parties of the payee. It would make sense to create this reminder one or two weeks in advance of the date when it is actually due. By doing so, the invoice has more time to flow through the payee organization for accounting and authorized signatures and back to the organization's accounts payable staff for payment. Therefore, it will be much more likely that payment is on time, which improves cash flow and reduces the

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City's investment in accounts receivable.

3. The assignment of overdue invoices to a collections person for collection activities.
4. The issuance of Dunning Letters.
5. The initiation of direct contact. Management could make a call to the payee organization to discuss the reasons for lack of payment. Documentation of each call should exist for the date, contact person, reasons for late payment, and promises to pay if any. Any potentially large collection issues that requires accelerated action should have communication with upper management.
6. The requirement of collections record keeping in a Collections Management File. The Collections Management File should also integrate with the Aged Accounts Receivable File, if necessary, to increase efficiency of the City's designee for assignment of each collection. In addition, a consolidation of all collection notes should reach process managers and upper management for review.

City Auditors Office Recommendation 3

A reasonable solution to verify the validity and accuracy of costs paid by a third party and charged to the City is to create a business process inside the Control Standards Manual mentioned in Recommendation 1. This business process would focus on construction auditing. Construction auditing can be very labor intensive. It is often an inefficient process to audit line by line of each invoice. Usually the cost does not outweigh the benefit. The solution to this problem is to do a periodical analytical review of specific construction assignments and costs. This analytical review can receive professional expertise found in the City's Engineering Department. Specific construction assignments and costs could include:

1. Preparation of Control Schedules - investigation of the following documents should be:
 - Contractor's application for bid.
 - Port's payments reconciled to Invoices.
 - Contractors Request for Information (RFI) and scope changes.
2. Reconcile Project Expenditures - obtain all project related financial or accounting transactions that document expenditures. The sum of the total payments made to each vendor should reconcile to costs charged to the City.

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In addition, a review of invoices paid directly by the contractor to third parties for services, materials, or other costs to determine if the costs were actually the responsibility of the contractor(s).

3. Direct Labor Analysis - compare direct labor payroll costs to industry standards.
4. Change Order Analysis - reviews and recalculates backup documentation for the legitimacy of a change in scope and the correctness of additional costs associated with the change order.
5. Pricing Analysis - ensures third party legitimately purchased all goods and services used.
6. Subcontract Analysis - confirms receipt of unconditional lien waivers.
7. Material Purchases – examines for purchases of excessive amounts of material and comparisons to inspection reports.
8. Verification of Contracted Scope – identifies unacceptable alternatives to the agreed upon scope.
9. Equipment Rental Analysis – determines equipment rental rates charged to the project are necessary and reasonably compare with industry standards.
10. Permit Analysis – ascertains proper permitting.

Bonds and Insurance Analysis – determines adequate insurance and bonding requirements for contractors.

City Manager's Response to Downtown Internal Transportation Terminal Management and Operations Agreement Audit

The Manager has completed his review of the Transit Terminal Audit report. This Audit was performed at the request of the Deputy City Manager to determine compliance with the agreement by the Port along with a test of the City's internal controls and processes related to tracking reporting requirements and payments due from the Port.

The Report identified deficiencies that will result in changes in the way the City manages its relationship with the Port for this agreement. The first steps will be an immediate aggregation of the delinquent reports and reconciliation of the payments received from the Port. In addition, procedures will be established within Island Transit to delineate reporting deadlines and monitoring requirements. Further discussion of the Report's findings are listed below:

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Opportunity for Improvement Number 1

“City Management has not implemented procedures to ensure timely receipt of documentation pursuant to the M&O-DITT. ...the Business and Operating Budget for calendar year 2019 is still due from the Port of Galveston as of the date of this report. Paragraph 3. (j) of the M&O-DITT sets the standard for receipt of the Business Plan and Operating Budget” as follows:

“.....Port and City agree that the Port, in its capacity as manager of the Commercial Space, shall create a business and marketing plan for the Commercial Space (“Business Plan”), containing an operating budget for the Facility for the upcoming calendar year (“Operating Budget”), a minimum of sixty (60) days prior to the beginning of each calendar year, which will be reviewed and approved by the City Finance Director and City Manager.”

Management Response Number 1

The City’s Finance Department received the Business Plan and Operating Budget for calendar year 2019 on August 2, 2019. The Operating Budget did not provide a reconciliation of the Port’s development cost recovery as of any date and this information has been requested. As of the writing of this response, October 17, 2019, the 2020 Business Plan and Operating Budget have not yet been received.

On October 18, 2019 the Manager sent a letter to the Port Director detailing the Port’s contractual obligation to provide the 2020 Business Plan and Operating Budget by close

of business on Monday, November 4, 2019 to the City Finance Director. This letter also cited deficiencies outstanding with respect to the reconciliation needed to document the status of the recovery of the Port’s Development costs for the Terminal as a part of the 2020 Operating Budget. If the Port’s response is received timely, the Finance and Island Transit Departments will jointly place the Business Plan and Operating Budget on the November or December City Council agenda with accompanying recommendations from the Manager for approval or denial by that body. If the 2020 Business Plan and Operating Budget are not provided by COB November 4, 2019, the Mayor and Council will be notified at its November meeting of the Port’s noncompliance with the Terminal M&O Agreement.

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Opportunity for Improvement Number 2

“Pursuant to the Disposition of Revenues clause in the M&O – DITT, the City of Galveston received \$16,733.56 and \$26,196.96 in a lump sum amount for the 2017 and the 2018

Fiscal year ends respectively. The Port of Galveston should pay 4% of the gross receipts collected from the Facility to the City of Galveston each quarter of the fiscal year instead of a lump sum payment. Receipt of this payment on a timely basis is necessary to satisfy the obligations of the M&O – DITT.”

Management Response Number 2

As of October 17, 2019, actual payments due from the Port to the City when measured using 4 percent of gross revenues on an annual basis are as follows:

Calendar Year	Estimated City Payment	Actual City Payment	Date Received	Source/ Comment
2015	\$1,235.14	\$0.00	N/A	Estimated as part of 2016 Business Plan; no record of the City having received any payment for 2015
2016	\$18,691.82	\$0.00	N/A	Estimated as part of 2016 Business Plan; no record of the City having received any payment for 2016
2017	N/A	\$16,733.56	6/20/2018	Accompanying report listing Terminal income only in summarized form.
2018	N/A	\$26,196.96	1/25/2019	Accompanying report listing Terminal income only in summarized form.

Therefore, as of December 31, 2018, it appears that the Port owed the City approximately \$20,000. We will work with the Port to ascertain if the chart above is accurate.

As of October 17, 2019, the City has received no monthly reports from the Port as required by section 3 (i) of the M&O Agreement:

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“(i) Payment/Records. Port shall manage the cash flow and records of the Facility in a comprehensive and efficient manner. Port shall promptly pay all bills or invoices for the Facility where satisfactory service or supplies have been received so as to maintain good credit for the Facility. Port shall maintain a comprehensive system of office records, books, and accounts, which records (as they pertain to the Facility) shall be subject to examination by City, or its authorized agents, attorneys, and accountants during normal business hours. No later than the last day of each calendar month, with respect to the preceding month, Port shall render to City, or to whomever City shall designate, with respect to the Facility: (i) detailed statements of receipts and disbursements; (ii) aging of accounts receivable and payable 30, 60, 90, and 120 days, showing creditor and/or debtor; (iii) a comparison of income and expense to the Operating Budget on a form or forms acceptable to City and Port; (iv) bank statements as of the last day of the preceding month reconciled with the cash flow; (v) a security deposit statement; (vi) a rent reconciliation statement in a form acceptable to City and Port; and (vii) any other form, statement, or information reasonably requested by City. Port shall also, if requested, forward to City or to whomever City shall designate, copies of all paid invoices, vouchers, or bills pertaining to the Facility's disbursement statement for that month. Port shall preserve with respect to the Facility originals of such invoices, vouchers, and bills for a minimum of five (5) years from the end of each calendar year during the term of this Agreement. At the request of City, all such original invoices, vouchers, bills, and statements pertaining to the Facility shall be transferred to City, if permitted by applicable law.”

Monthly reports as conceived in this section of the 2013 M&O Agreement clearly were intended to provide the basis for comprehensive financial oversight of the Port's management of the Terminal. Taken in conjunction with the requirement for quarterly reports, the annual planning and reporting cycle for the Terminal under the terms of the M&O Agreement is as follows:

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**FINANCIAL PLANNING AND REPORTING CALENDAR
DOWNTOWN INTERMODAL TRANSPORTATION AGREEMENT
MANAGEMENT AND OPERATING AGREEMENT**

MONTH	MONTHLY REPORT(1) DUE	QUARTERLY PAYMENTS DUE TO CITY	BUSINESS PLAN AND OPERATING BUDGET
January	January 31 for January	By January 10 for 4% of gross receipts collected during the October to December Quarter	
February	February 28 for February		
March	March 31 for March		
April	April 30 for April	By April 10 for 4% of gross receipts collected during the January to March Quarter	
May	May 31 for May		
June	June 30 for June		
July	July 31 for July	By July 10 for 4% of gross receipts collected during the April to June Quarter	June monthly report (six months through current year) used as basis for management level discussions between City and Port
August	August 31 for August		
September	September 30 for September		
October	October 31 for October	By October 10 for 4% of gross receipts collected during the July to September Quarter	Submission of Business Plan and Operating Budget to City by November 1 using estimates for year end totals for current year and subsequent year
November	November 30 for November		City approves or disapproves Plan and Budget
December	December 31 for December		City approves or disapproves Plan and Budget

As of October 17, the Port has missed nine monthly reports (January-September), and three quarterly payments of the 4 percent of gross receipts amount due the city. Therefore, The City has requested a monthly report as described in section 3(i) of the M&O Agreement for the month of September 30 including calendar to date totals, and calculations of the 4 percent of gross receipts due to the City for the January 1-September 30 period, such report to be due the City by October 31, 2019, as well as, regular monthly reports as described in section 3(i) of the M&O Agreement, beginning with the October month ending report, due on October 31, 2019.

Opportunity for Improvement Number 3

“Amounts charged to the City of Galveston for M&O – DITT development costs are not proceeding through a level of control activities. The appropriate level of controls by City personnel would validate the authenticity and correctness of these development costs. This validation could receive approval by City management in a timely fashion to help ensure receipts from the Port of Galveston are genuine and correct.”

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“M&O – DITT Paragraph 5. (b) Defines the rules for the Port of Galveston’s Recovery of Development Costs as:

“Port is entitled to use Net Receipts (defined below) to reimburse itself for (i) all acquisition costs relating to the land on which the Facility is located and (ii) any funds advanced or used by the Port to construct the Facility

Management Response Number 3

Based on the review of detailed backup documentation either provided to the City and/or made available to the City under the terms of 3(i), Island Transit staff will contact the Port to schedule regular reviews of documentation maintained by the Port in support of the financial activity reported monthly. Regular monthly meetings will be conducted and exception items that are identified through this process will be documented and resolved in writing.

RESOLUTION NO. 19-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, CASTING THE CITY'S 236 VOTES FOR THE ELECTION OF THE GALVESTON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; DIRECTING THE CITY SECRETARY TO SEND A CERTIFIED COPY OF THIS RESOLUTION TO THE GALVESTON CENTRAL APPRAISAL DISTRICT BEFORE DECEMBER 13, 2019; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Directors of the Galveston Central Appraisal District consists of five (5) members who serve two-year terms without term limits, the next term beginning January 1, 2020 and ending December 31, 2021; and,

WHEREAS, the Directors are elected by the voting units of the Galveston Central Appraisal District; and,

WHEREAS, the City Council of the City of Galveston, Texas, is a voting unit in the Galveston Central Appraisal District and is entitled to cast a total of 236 votes for one or more nominated candidates; and,

WHEREAS, on November 14, 2019, the City Council of the City of Galveston, Texas, in open session, cast its votes to nominate Tom Farmer as a candidate to serve on the Board of Directors of the Galveston Central Appraisal District;

WHEREAS, in accordance with Texas Tax Code Section 6.03(k), the City Council deems it in the public interest and desires to formally cast its allotted votes totaling 236 for the Board of Directors of the Galveston Central Appraisal District;

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, Texas, hereby formally casts its votes as shown on the ballot attached as **Exhibit A**, attached hereto and incorporated herein for all intents and purposes.

SECTION 3. The City Council of the City of Galveston, Texas, hereby directs the City Secretary to send a certified copy of this Resolution to the Central Appraisal District before December 13, 2019.

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

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 a Resolution adopted by the City Council of the City of Galveston at its regular meeting held on the 14th day of November, 2019, 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 _____, 2019.

Secretary for the City Council
of the City of Galveston



City of Galveston

OFFICE OF THE CITY MANAGER
PO Box 779 | Galveston, TX 77553-0779
citymanager@galvestontx.gov | 409-797-3520

November 5, 2019

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

From: Brandon Cook, Assistant City Manager

RE: Consider for approval the purchase of 10 S Shore Drive, Galveston, TX 77551 in the amount of \$119,000 plus closing costs.

I. Background

The Saladia and 59th Street drainage basins suffer from low elevation and are adversely affected by high tide events. This results in salt water intrusion on streets in this area and flooding is exacerbated when these high tides are coupled with rainfall.

II. Current Situation

On July 25, 2019, the City purchased Lot 9 of South Shore Dr. (See Exhibit A). Most of the drainage outfalls that service this area are within or immediately adjacent to Lot 9 of South Shore Drive, making the property an ideal location for future drainage improvements. The subject property, 10 S. Shore Drive, abuts Lot 9 and would increase the flexibility in the design of a stormwater pump station and allow for such a facility to improve the drainage in a much larger area of the City. Additionally, the subject lot is largely encumbered by drainage easements which make building a residential structure logistically and economically challenging. However, this actually make the site an ideal location for a stormwater pump station. Accordingly, the City Manager executed an earnest money contract on the property with an option period that expires on November 15, 2019, to be exercised should the City Council decide against the purchase of the property. (See Exhibit B).

III. Issues

1. *Cost* – the property owner listed the lot for \$119,000 and a property appraisal performed by A. Charles Dean estimated that \$123,000 was fair market value of the subject property. (attached as Exhibit C).
2. *Timing* – Timing is of the essence since the property must be closed on November 25, 2019, or it will be re-listed and perhaps sold to another entity.



3. *Liability* – The city does not have any unusual, foreseeable liability relative to this contract.
4. *Impact or ramifications* – This project would secure an important lot that would be instrumental in improving drainage in one of the most flood prone areas within the City.

IV. Alternatives in order of priority

1. That the City Council approve the purchase of 10 South Shore Drive in order to secure the ability of future drainage improvements to one of the most flood prone areas on the island;
or
2. That the City Council votes against approval of the purchase of the lot and reprioritize the funding for other drainage improvements within the City.

V. Recommendation

Concur in Alternative 1 and approve the purchase of the land.

VI. Fiscal Impact Report

Funding Source	Drainage Utility Fund
Costs of implementation:	\$119,000 plus closing costs

Respectfully Submitted,



Brandon Cook
Assistant City Manager



Exhibit A





PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

2-12-18

UNIMPROVED PROPERTY CONTRACT NOTICE: Not For Use For Condominium Transactions



1. **PARTIES:** The parties to this contract are Ryan Pope (Seller) and The City of Galveston (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.
2. **PROPERTY:** Lot 10, Block ABST 121 PAGE 82 LOT 10 SOUTH SHORE SUB, Addition, City of Galveston, County of Galveston, Texas, known as 10 S Shore Dr, 77551-4362 (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (the Property). **RESERVATIONS:** Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.
3. **SALES PRICE:**
 - A. Cash portion of Sales Price payable by Buyer at closing. \$ 119,000.00
 - B. Sum of all financing described in the attached: ☐ Third Party Financing Addendum, ☐ Loan Assumption Addendum, ☐ Seller Financing Addendum. \$ _____
 - C. Sales Price (Sum of A and B) \$ 119,000.00
4. **LICENSE HOLDER DISCLOSURE:** Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____
5. **EARNEST MONEY:** Within 3 days after the Effective Date, Buyer must deliver \$ 1,190.00 as earnest money to South Land Title - Attn Tricia Reeves, as escrow agent, at 10806 32nd Ave N Texas City, TX 77591 - Close at Galveston Location (address). Buyer shall deposit additional earnest money of \$ _____ to escrow agent within _____ days after the effective date of this contract. If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money. If the last day to deliver the earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday. Time is of the essence for this paragraph.
6. **TITLE POLICY AND SURVEY:**
 - A. **TITLE POLICY:** Seller shall furnish to Buyer at ☐ Seller's ☒ Buyer's expense an owner's policy of title insurance (Title Policy) issued by South Land Title (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
 - (1) Restrictive covenants common to the platted subdivision in which the Property is located.
 - (2) The standard printed exception for standby fees, taxes and assessments.
 - (3) Liens created as part of the financing described in Paragraph 3.
 - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
 - (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
 - (6) The standard printed exception as to marital rights.
 - (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:☒ (i) will not be amended or deleted from the title policy; or
☐ (ii) will be amended to read, "shortages in area" at the expense of ☐ Buyer ☐ Seller.
(9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
 - B. **COMMITMENT:** Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address

Initialed for identification by Buyer [Signature] and Seller RP

TREC NO. 9-13

shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)

- ☐ (1) Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date. If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at ☐ Seller's ☐ Buyer's expense no later than 3 days prior to Closing Date.
- ☐ (2) Within _____ days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- ☒ (3) Within 20 days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

Buyer must object the earlier of (i) the Closing Date or (ii) _____ days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or Survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or Survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, Survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

- (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property ☐ is ☒ is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

(Address of Property)

- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.
- (8) **TEXAS AGRICULTURAL DEVELOPMENT DISTRICT:** The Property ☐ is ☒ is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) **PROPANE GAS SYSTEM SERVICE AREA:** If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (11) **NOTICE OF WATER LEVEL FLUCTUATIONS:** If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

7. PROPERTY CONDITION:

- A. **ACCESS, INSPECTIONS AND UTILITIES:** Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

- B. **ACCEPTANCE OF PROPERTY CONDITION:** "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- ☒ (1) Buyer accepts the Property As Is.
☐ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

- C. **COMPLETION OF REPAIRS:** Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.
- D. **ENVIRONMENTAL MATTERS:** Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.
- E. **SELLER'S DISCLOSURES:** Except as otherwise disclosed in this contract, Seller has no knowledge of the following:
- (1) any flooding of the Property which has had a material adverse effect on the use of the Property;
 - (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
 - (3) any environmental hazards that materially and adversely affect the Property;
 - (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
 - (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
 - (6) any threatened or endangered species or their habitat affecting the Property.
8. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.
9. **CLOSING:**
- A. The closing of the sale will be on or before November 25, 2019, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
 - (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
 - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
 - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
10. **POSSESSION:**
- A. **Buyer's Possession:** Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.
- B. **Leases:**
- (1) After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.
 - (2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract.
11. **SPECIAL PROVISIONS:** (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)

12. SETTLEMENT AND OTHER EXPENSES:**A. The following expenses must be paid at or prior to closing:****(1) Expenses payable by Seller (Seller's Expenses):**

(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed \$ _____ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

A. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.

B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow

agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.

- C. **DEMAND:** Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.
- D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. **NOTICES:** Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.
19. **REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
20. **FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.
21. **NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyerat: The City of GalvestonPhone: (409)797-3530

Fax: _____

E-mail: _____

To Seller

at: _____

Phone: _____

Fax: _____

E-mail: _____

22. **AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- ☐ Third Party Financing Addendum
- ☐ Seller Financing Addendum
- ☐ Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- ☐ Buyer's Temporary Residential Lease
- ☐ Seller's Temporary Residential Lease
- ☐ Addendum for Reservation of Oil, Gas and Other Minerals
- ☐ Addendum for "Back-Up" Contract
- ☐ Addendum Concerning Right to Terminate Due to Lender's Appraisal

- ☐ Addendum for Coastal Area Property
- ☐ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- ☐ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- ☐ Addendum for Sale of Other Property by Buyer
- ☐ Addendum for Property in a Propane Gas System Service Area
- ☒ Other (list): See Amendment
- _____
- _____
- _____

23. TERMINATION OPTION: For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$ See Amendment (Option Fee) within 3 days after the Effective Date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee ☐ will ☐ will not be credited to the Sales Price at closing. Time is of the essence for this paragraph and strict compliance with the time for performance is required.

24. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate license holders from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's
Attorney is: Mr Mehran Jadidi

Seller's
Attorney is: _____

Phone: (409)797-3530

Phone: _____

Fax: _____

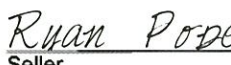
Fax: _____

E-mail: _____

E-mail: _____

EXECUTED the _____ day of 10-25-2019, _____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)


Buyer
The City of Galveston


Seller
Ryan Pope



10/25/2019
04:36 PM CDT

Buyer

Seller

APPROVED AS TO FORM



City Attorney's Office



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 9-13. This form replaces TREC NO. 9-12.

BROKER INFORMATION

(Print name(s) only. Do not sign)

Other Broker Firm _____ License No. _____
represents ☐ Buyer only as Buyer's agent
☐ Seller as Listing Broker's subagent

Associate's Name _____ License No. _____

Associate's Email Address _____ Phone _____

Licensed Supervisor of Associate _____ License No. _____

Other Broker's Address _____ Phone _____

City _____ State _____ Zip _____

North Realty Group
Listing Broker Firm _____ License No. _____

represents ☐ Seller and Buyer as an intermediary
☒ Seller only as Seller's agent

Jason Northcutt **0669693**

Listing Associate's Name _____ License No. _____

jason@jaynorthrealtytx.com **(469)546-9194**

Listing Associate's Email Address _____ Phone _____

Jason Northcutt **0669693**

Licensed Supervisor of Listing Associate _____ License No. _____

208 S Johnson St Suite 210 **(469)546-9194**

Listing Broker's Office Address _____ Phone _____

McKinney **TX** **75069**

City _____ State _____ Zip _____

Selling Associate's Name _____ License No. _____

Selling Associate's Email Address _____ Phone _____

Licensed Supervisor of Selling Associate _____ License No. _____

Selling Associate's Office Address _____

City _____ State _____ Zip _____

Listing Broker has agreed to pay Other Broker _____ of the total sales price when the Listing Broker's fee is received. Escrow agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____
is acknowledged.

Seller or Listing Broker Date

EARNEST MONEY RECEIPT

Receipt of \$ _____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent Received by Email Address Date/Time

Address Phone

City State Zip Fax

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent Received by Email Address Date

Address Phone

City State Zip Fax

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent Received by Email Address Date/Time

Address Phone

City State Zip Fax



AMENDMENT TO CONTRACT CONCERNING THE PROPERTY AT

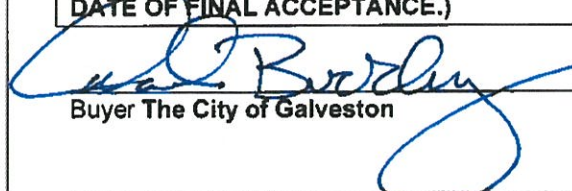
10 S Shore DrGalveston

(Street Address and City)

Seller and Buyer amend the contract as follows: (check each applicable box)

- ☐ (1) The Sales Price in Paragraph 3 of the contract is:
- A. Cash portion of Sales Price payable by Buyer at closing \$ _____
- B. Sum of financing described in the contract..... \$ _____
- C. Sales Price (Sum of A and B)..... \$ _____
- ☐ (2) In addition to any repairs and treatments otherwise required by the contract, Seller, at Seller's expense, shall complete the following repairs and treatments:
- ☐ (3) The date in Paragraph 9 of the contract is changed to _____.
- ☐ (4) The amount in Paragraph 12A(1)(b) of the contract is changed to \$ _____.
- ☐ (5) The cost of lender required repairs and treatment, as itemized on the attached list, will be paid as follows: \$ _____ by Seller; \$ _____ by Buyer.
- ☐ (6) Buyer has paid Seller an additional Option Fee of \$ _____ for an extension of the unrestricted right to terminate the contract on or before 5:00 p.m. on _____, _____. This additional Option Fee ☐ will ☐ will not be credited to the Sales Price.
- ☐ (7) Buyer waives the unrestricted right to terminate the contract for which the Option Fee was paid.
- ☐ (8) The date for Buyer to give written notice to Seller that Buyer cannot obtain Buyer Approval as set forth in the Third Party Financing Addendum is changed to _____.
- ☒ (9) **Other Modifications:** (Insert only factual statements and business details applicable to this sale.)
Earnest Money / Feasibility: Buyer agrees to pay \$1,190 within 5 days of Title Company's receipt of a fully executed contract ("Earnest Money"). Buyer will have till November 15th, 2019 for a Feasibility/Option period to terminate this Contract. Buyer & Seller agrees that if the contract is terminated prior to the end of feasibility, the Earnest Money will be returned to the buyer minus \$200 for consideration "Option Period". The Earnest Money shall be applicable to the Sales Price at Closing.

EXECUTED the _____ day of _____, _____. (BROKER: FILL IN THE
 DATE OF FINAL ACCEPTANCE.)


 Buyer The City of Galveston


 Seller Ryan Pope
10/25/2019
04:36 PM CDT

Buyer

Seller

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC No. 39-8. This form replaces TREC No. 39-7.

TREC NO. 39-8

Exhibit C

10, S Shore Drive JOB
File No. ot 10, South Shore Dr



APPRAISAL OF REAL PROPERTY

LOCATED AT:

Lot 10, South Shore Drive
Galveston, Texas 77551

FOR:

City of Galveston, Public Works Dept
823 Rosenberg, Galveston, TX 77550

BY:

A. Charles Dean
2415 46th Street, Galveston, TX 77551

DEAN APPRAISAL SERVICES - SUMMARY APPRAISAL REPORT
LAND APPRAISAL REPORT

10, S Shore Drive JOB
File No. 10, South Shore Dr

IDENTIFICATION	Borrower City of Galveston, Texas		Census Tract 7253.00		Map Reference KeyMap 7745	
	Property Address Lot 10, South Shore Drive					
	City Galveston		County Galveston		State Texas	
	Legal Description ABST 121 PAGE 82 LOT 10 SOUTH SHORE SUB (Parcel No.: 6640-0000-0010-000)				Zip Code 77551	
NEIGHBORHOOD	Sale Price \$ 195,000		Date of Sale Pending		Loan Term yrs.	
	Actual Real Estate Taxes \$ 2969		(yr.) Loan charges to be paid by seller \$ NA		Other sales concessions None	
	Lender/Client City of Galveston, Public Works Dept.		Address 823 Rosenberg, Galveston, TX 77550			
	Occupant Unimproved Land		Appraiser A. Charles Dean		Instructions to Appraiser Appraise for market value	
	Location ☐ Urban ☒ Suburban ☐ Rural					
	Built Up ☒ Over 75% ☐ 25% to 75% ☐ Under 25%					
	Growth Rate ☐ Fully Dev. ☐ Rapid ☒ Steady ☐ Slow					
	Property Values ☐ Increasing ☒ Stable ☐ Declining					
	Demand/Supply ☐ Shortage ☒ In Balance ☐ Over Supply					
	Marketing Time ☐ Under 3 Mos. ☒ 4-6 Mos. ☐ Over 6 Mos.					
SITE	Present Land Use 90 % 1 Family 1 % 2-4 Family 1 % Apts. 0 % Condo 7 % Commercial					
	Change in Present Land Use ☒ Not Likely ☐ Likely (*) ☐ Taking Place (*)					
	Predominant Occupancy ☒ Owner ☐ Tenant ☐ Vacant					
	Single Family Price Range \$ 40,000 to \$ 825,000		Predominant Value \$ 195,000			
	Single Family Age 1 yrs. to 116 yrs.		Predominant Age 55 yrs.			
	Employment Stability ☒ Good ☐ Avg. ☐ Fair ☐ Poor					
	Convenience to Employment ☐ ☒ ☐ ☐					
	Convenience to Shopping ☐ ☒ ☐ ☐					
	Convenience to Schools ☐ ☒ ☐ ☐					
	Adequacy of Public Transportation ☐ ☒ ☐ ☐					
MARKET DATA ANALYSIS	Dimensions 78' x 12 x 22 x 103 x 99 x 150		= 13665 Sq. Ft. or Acres		☒ Corner Lot	
	Zoning classification TBD		Present Improvements ☒ do ☐ do not conform to zoning regulations			
	Highest and best use: ☐ Present use ☒ Other (specify) City of Galveston drainage pump station					
	Public ☒ Other (Describe) _____					
	Elec. ☒		Topo Level to eye at curb grade; waterfront bulkhead			
	Gas ☒		Size Average			
	Water ☒		Shape Irregular			
	San. Sewer ☒		View Neighborhood front/English Bayou rear			
	☐ Underground Elect. & Tel.		Drainage Average/Adequate			
	☐ Sidewalk ☒ Street Lights		Is the property located in a HUD Identified Special Flood Hazard Area? ☐ No ☒ Yes			
RECONCILIATION	Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) FEMA 100-yr Flood Zone AE; FEMA Map 48167C0437G, date 08/15/2019. Former homesite, dwelling removed. City reported drainage culverts are buried below surface, city will cease permission to build over easements. City officials reported to appraiser that city intends to build a neighborhood drainage pump on subject site.					
	The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.					
	ITEM	Subject Property	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3	
	Address	Lot 10 S Shore Galveston, TX	1517 Bayou Shore Dr Galveston, TX 77551	Lot 9 Bayou Shore Dr Galveston, TX 77551	20 Lakeview Galveston, TX 77551	
	Proximity to Subj.		0.31 miles	0.01 miles adjacent west	1.53 miles	
	Sales Price	119,000	\$ 385,000	\$ 195,000	\$ 187,500	
	Price	8.71 psf	\$14.42 psf net	\$13 psf net	\$17.22 psf	
	Data Source	Inspection/Contrc	HARMLS 53756041	HARMLS 26563531	HARMLS 94226644	
	Date of Sale and	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION	
	Time Adjustment	Pending	06/03/2019	08/23/2019	11/03/2017	
Location	English Bayou	English Bayou	English Bayou	Lake Madeline		
Site/View	Nbhd/Bayou	Nbhd/Bayou	Nbhd/Bayou	Nbhd/Bayou		
Size	13665 sf	26700 sf (net)	15000 sf (-net)	10890 sf		
Utilities	All City	All City	All City	All City		
Waterfront	View use only	150' wff	100' wff	70' wff		
Elevation	Zone AE	Zone AE	Zone AE	Zone AE		
Sales or Financing	Conventional	Conventional	Conventional	Conventional		
Concessions	None	None	None	None		
Net Adj. (Total)		Plus X Minus: \$ 263,000	Plus X Minus: \$ 68,500	Plus X Minus: \$ 40,000		
Indicated Value		\$ 122,000	\$ 126,500	\$ 147,500		
of Subject						
Comments on Market Data: Buildable bayou frontage sites are desirable, scarce, and typically listed very high. The subject is a unique property, and the contract price is considered to be an arms-length negotiation between informed parties, each acting in self-interest.						
Comments and Conditions of Appraisal: Subject Highest & Best Use is unique, based on existing sub-surface drainage easements and city's intended use to build a neighborhood drainage pump station. Former residential use cannot be continued without city's permission/approval. Subject value is driven by the unavailability of a substitute property in the neighborhood.						
Final Reconciliation: In the final reconciliation, most weight is given to Comps 1 & 2 for marketing period and location on English Bayou. Least weight to Comp 3 for an older sale in another neighborhood.						
I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF November 1 2019 to be \$ 123,000						
Appraiser(s) A. Charles Dean Review Appraiser (If applicable) ☒ Did ☐ Did Not Physically Inspect Property						

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustments should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. The separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED:

Lot 10, South Shore Drive, Galveston, Texas 77551

APPRAISER:

Signature: A. Charles Dean
 Name: Adrian Charles Dean
 Date Signed: 11/04/2019
 State Certification #: 1321389
 or State License #: _____
 State: Texas
 Expiration Date of Certification or License: 06/30/2021

SUPERVISORY APPRAISER (only if required):

Signature: _____
 Name: _____
 Date Signed: _____
 State Certification #: _____
 or State License #: _____
 State: _____
 Expiration Date of Certification or License: _____

☐ Did ☐ Did Not Inspect Property

Photograph Addendum

10, S Shore Drive JOB
File No. ot 10, South Shore Dr

Borrower City of Galveston, Texas	
Property Address Lot 10, South Shore Drive	
City Galveston	County Galveston
State Texas	Zip Code 77551
Lender/Client City of Galveston, Public Works Dept Lender's Address 823 Rosenberg, Galveston, TX 77550	
Appraiser A. Charles Dean Appraiser's Address 2415 46th Street, Galveston, TX 77551	



Subject Front



Subject Rear

Rear property line, showing
bulkead on English Bayou



Subject Street

Bayou Shore Drive, facing west
(Property is right of camera,
not visible)

Photograph Addendum

10, S Shore Drive JOB
File No. ot 10, South Shore Dr

Borrower City of Galveston, Texas	
Property Address Lot 10, South Shore Drive	
City Galveston	County Galveston
State TX	Zip Code 77551
Lender/Client City of Galveston, Public Works Dept Lender's Address 823 Rosenberg, Galveston, TX 77550	
Appraiser Adrian Charles Dean Appraiser's Address 2415 46th Street, Galveston, TX 77551	



Subject Exterior 4

View of subject bulkhead



Subject Exterior 5

Looking down the north property
fence line; subject yard is
on left of fence



Subject Exterior 6

Looking down the west property
line (roughly the vegetation line)
Subject is the mowed lawn area.

LOCATION MAP ADDENDUM

10, S Shore Drive JOB
File No. ot 10, South Shore Dr

Borrower City of Galveston, Texas

Property Address Lot 10, South Shore Drive

City Galveston

County Galveston

State Texas

Zip Code 77551

Lender/Client City of Galveston, Public Works Dept., 823 Rosenberg, Galveston, TX 77550

Location Map



Subject Property Address:

10 S Shore Dr, Galveston, TX 77551

LOCATION MAP ADDENDUM

10, S Shore Drive JOB
File No. ot 10, South Shore Dr

Borrower City of Galveston, Texas

Property Address Lot 10, South Shore Drive

City Galveston

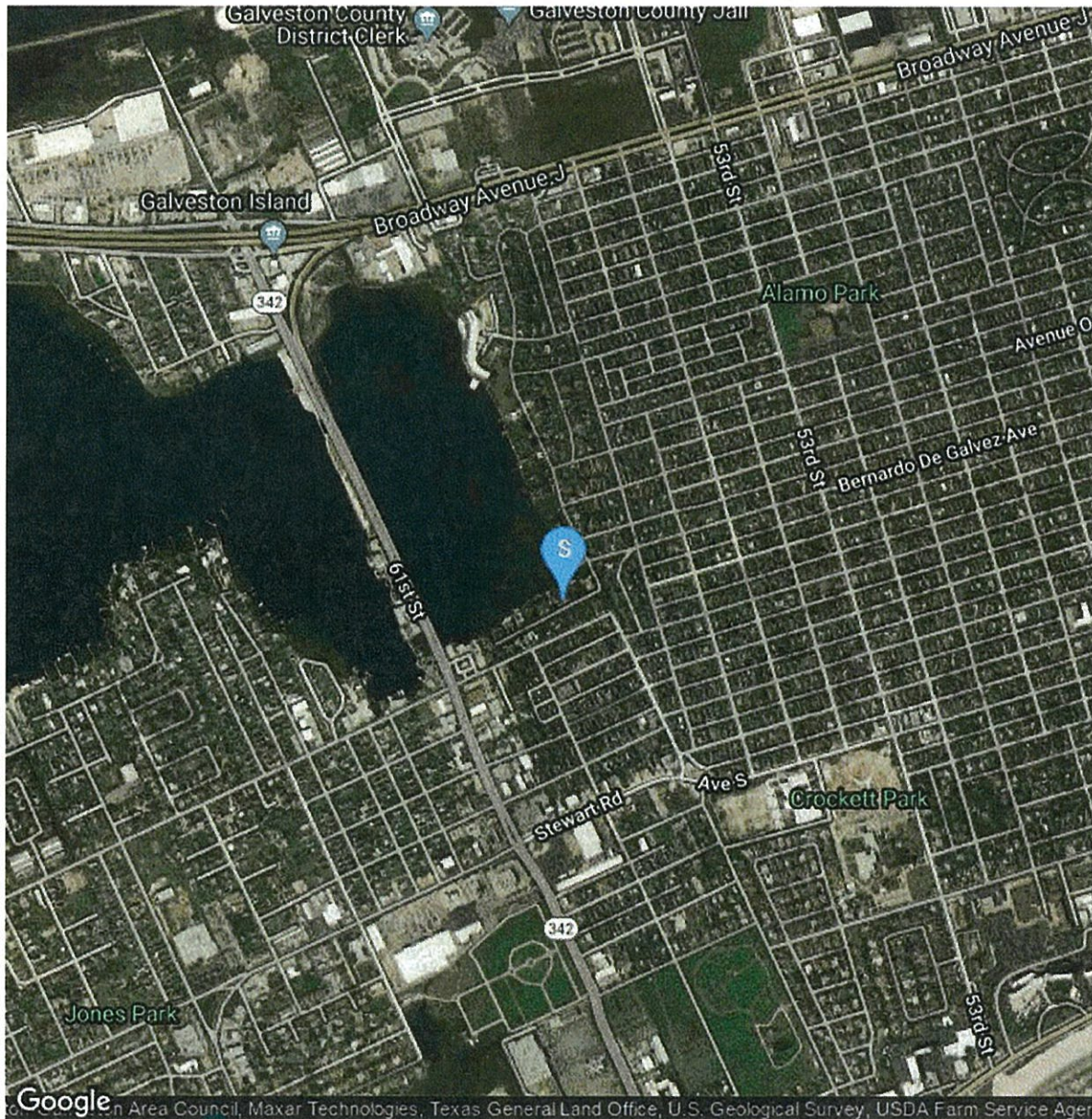
County Galveston

State Texas

Zip Code 77551

Lender/Client City of Galveston, Public Works Dept., 823 Rosenberg, Galveston, TX 77550

Neighborhood Map



Subject Property Address:

10 S Shore Dr, Galveston, TX 77551

LOCATION MAP ADDENDUM

10, S Shore Drive JOB
File No. ot 10, South Shore Dr

Borrower City of Galveston, Texas

Property Address Lot 10, South Shore Drive

City Galveston

County Galveston

State Texas

Zip Code 77551

Lender/Client City of Galveston, Public Works Dept., 823 Rosenberg, Galveston, TX 77550

Aerial View



Subject Property Address:

10 S Shore Dr, Galveston, TX 77551

LOCATION MAP ADDENDUM

10, S Shore Drive JOB
File No. ot 10, South Shore Dr

Borrower City of Galveston, Texas

Property Address Lot 10, South Shore Drive

City Galveston

County Galveston

State Texas

Zip Code 77551

Lender/Client City of Galveston, Public Works Dept., 823 Rosenberg, Galveston, TX 77550

1) 10 S Shore Dr, Galveston, TX 77551-4362, Galveston CountyMLS Photo Indicator: **Yes**

Foreclosure Indicator:

City: **Galveston**ZIP Code: **77551**Owner Name: **Pope Ryan**MLS Sale Date: **10/24/2017**

Building Sq Ft:

Total Baths:

Lot Acres: **0.3137**

Year Built:

Tax Amount: **\$2,848**Parcel ID: **6640-0000-0010-000**

MLS Listing Indicator:

Address:

Township:

Subdivision:

Recording Date:

MLS Sale/Close Price:

Beds:

Land Use - CoreLogic:

SOLD/CLOSED SALE**10 S Shore Dr****GALVESTON****SOUTH SHORE****10/23/2019****\$175,000****Tax: Residential (NEC) MLS:
Residential Lot**

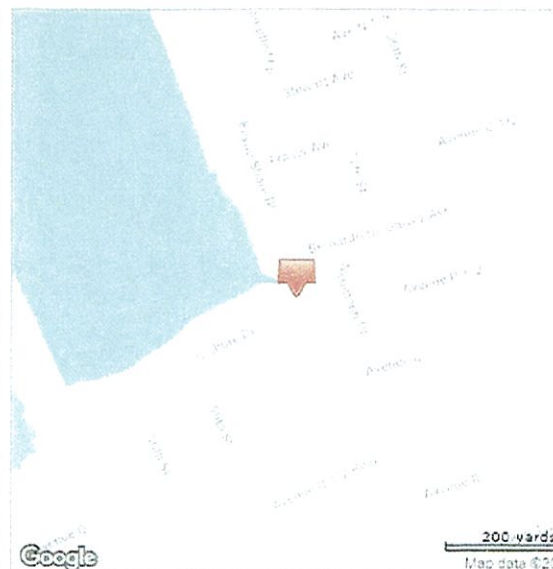
Stories:

Total Assessment:

MLS Listing #:

\$115,470**64923878****Property Map**

*Lot Dimensions are Estimated



Courtesy of A. Charles Dean, Dean Appraisal Services, Houston Association of REALTORS

Subject Site Map

Borrower City of Galveston, Texas

Property Address Lot 10, South Shore Drive

City Galveston

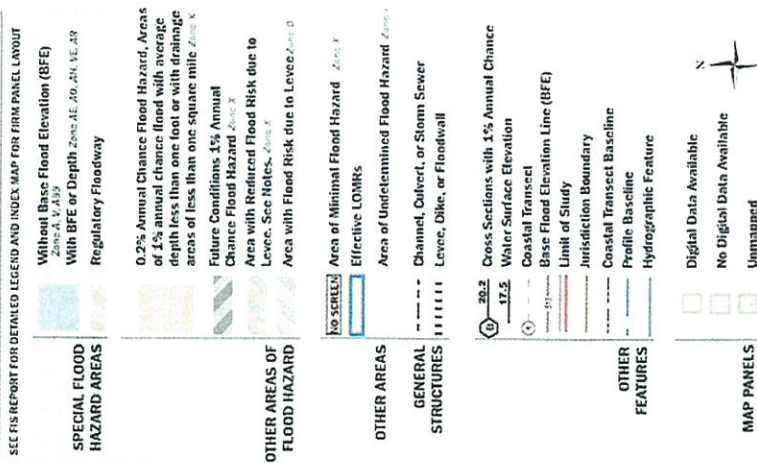
County Galveston

State Texas

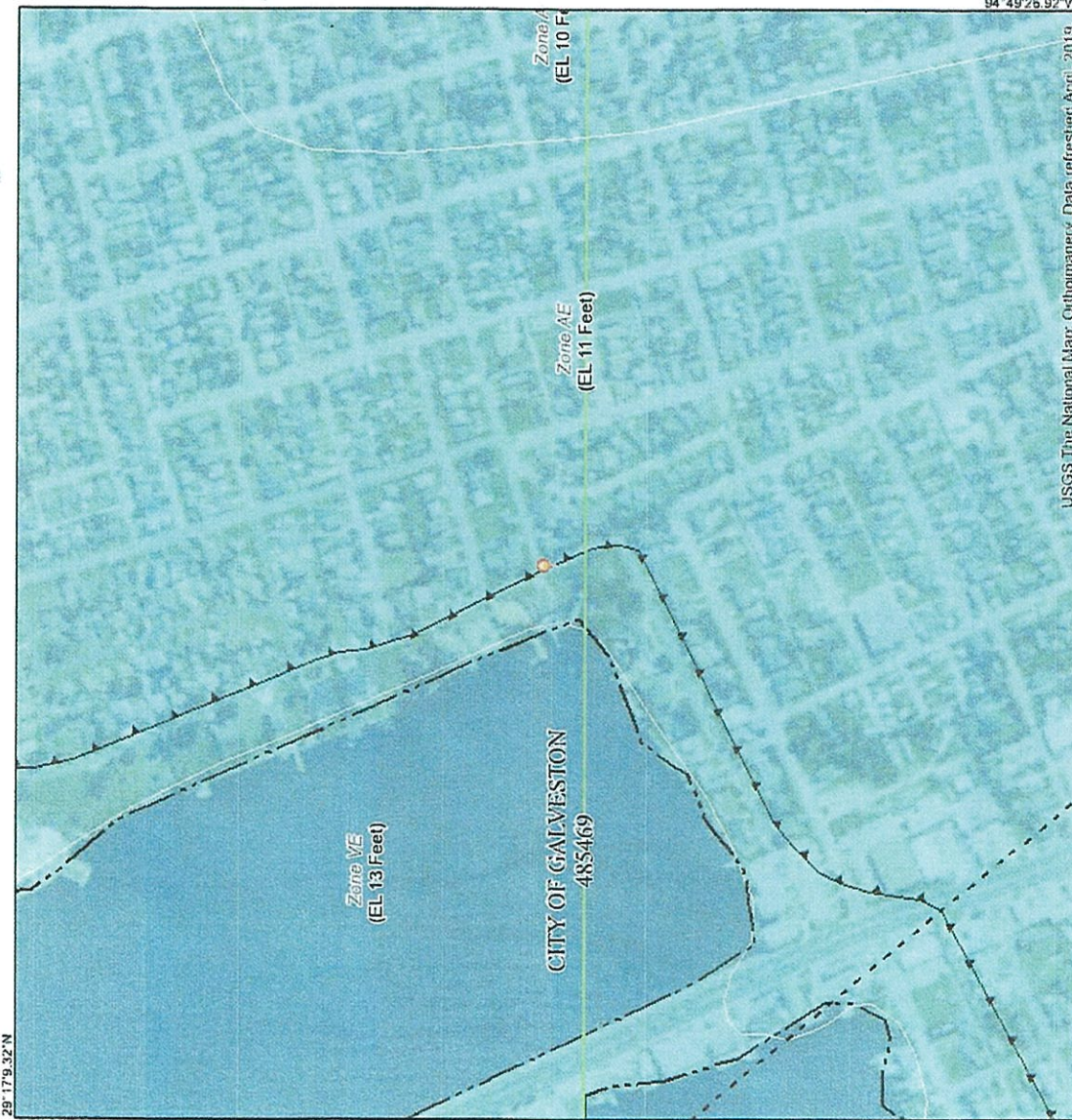
Zip Code 77551

Lender/Client City of Galveston, Public Works Dept., 823 Rosenberg, Galveston, TX 77550

Legend



National Flood Hazard Layer FIRMette



Subject Flood Zone Map

Borrower City of Galveston, Texas

Property Address Lot 10, South Shore Drive

City Galveston

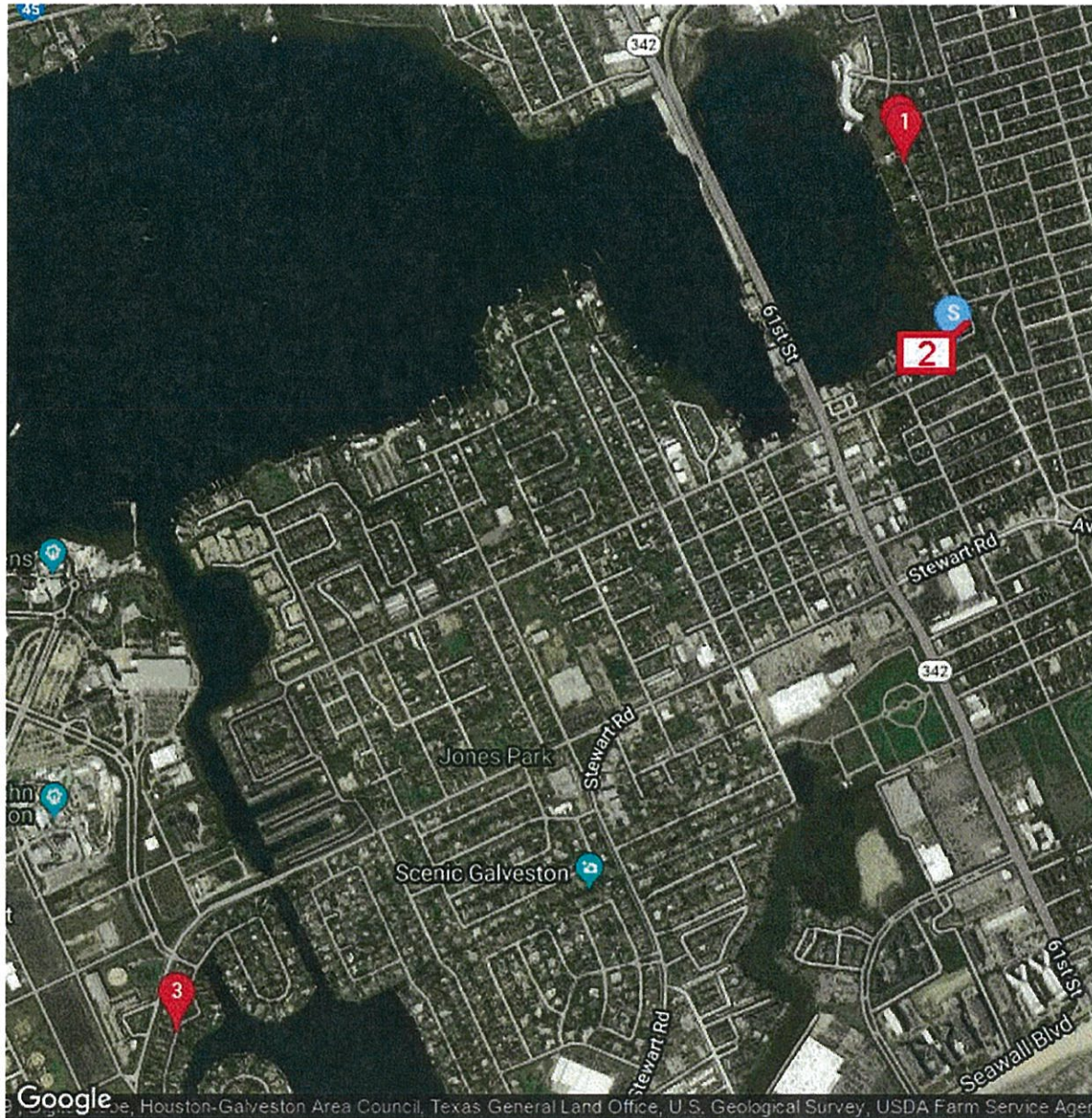
County Galveston

State Texas

Zip Code 77551

Lender/Client City of Galveston, Public Works Dept., 823 Rosenberg, Galveston, TX 77550

Comparable Sales Map



Subject Property Address: 9 S Shore Dr, Galveston, TX 77551

Straight Line Distance from Subject Property to:

Comparable 1 -	0.31 Miles N	1517 BAYOU SHORE DR, GALVESTON, TX 77551
Comparable 2 -	0.01 Miles N	9 South Shore Dr, Galveston, TX 77551
Comparable 3 -	1.53 Miles SW	20 LAKEVIEW DR, GALVESTON, TX 77551

Photograph Addendum

10, S Shore Drive JOB
File No. of 10, South Shore Dr

Borrower City of Galveston, Texas	
Property Address Lot 10, South Shore Drive	
City Galveston	County Galveston
State Texas	Zip Code 77551
Lender/Client City of Galveston, Public Works Dept Lender's Address 823 Rosenberg, Galveston, TX 77550	
Appraiser A. Charles Dean Appraiser's Address 2415 46th Street, Galveston, TX 77551	



Comparable 1

1517 Bayou Shore Dr
Galveston, TX 77551

Sale Price \$ 385,000
Date of Sale 06/03/2019
Site/View Nbhd/Bayou



Comparable 2

Lot 9 Bayou Shore Dr
Galveston, TX 77551



Comparable 3

20 Lakeview
Galveston, TX 77551

Sale Price \$ 187,500
Date of Sale 11/03/2017
Site/View Nbhd/Bayou

USPAP ADDENDUM

10, S Shore Drive JOB
File No. South Shore Dr USPAP

Borrower City of Galveston, Texas
 Property Address Lot 10, South Shore Drive
 City Galveston County Galveston State Texas Zip Code 77551
 Lender City of Galveston, Public Works Dept., 823 Rosenberg, Galveston, TX 77550

This report was prepared under the following USPAP reporting option:

- ☒ **Appraisal Report** This report was prepared in accordance with USPAP Standards Rule 2-2(a).
☐ **Restricted Appraisal Report** This report was prepared in accordance with USPAP Standards Rule 2-2(b).

Reasonable Exposure Time

My opinion of a reasonable exposure time for the subject property at the market value stated in this report is:

In the appraiser's opinion, a reasonable exposure time is 180 Days on Market.

Additional Certifications

I certify that, to the best of my knowledge and belief:

- ☒ I have NOT performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
☐ I HAVE performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

Additional Comments

FIRREA Certification Statement: The appraiser certifies and agrees that this appraisal was prepared in accordance with the requirements of Title XI of the Financial Institutions, Reform, Recovery, and Enforcement Act (FIRREA) of 1989, as amended (12 U.S.C. 3331 et seq.), and any applicable implementing regulations in effect at the time the appraiser signs the appraisal certification.

APPRAISER COMPETENCY: The appraiser is a state general certified appraiser since 1989, and has been an appraiser since 1985. I have owned my business since 1990. I have made appraisals of properties in the subject's neighborhood for over 25 years, including at least 5 in the past 6-12 months. I am familiar with the subject's property type and quality. I subscribe to Houston MLS, Galveston MLS and Beaumont MLS, TAR MLS, RealComp, LoopNet, as a primary source of sales information. I also subscribe to Marshall & Swift Cost Calculators.

HIGHEST AND BEST USE: The four tests of HBU are performed, and the Highest and Best Use is SF homesite.

APPRAISER:

Signature: A. Charles Dean
 Name: Adrian Charles Dean
 Date Signed: 11/04/2019
 State Certification #: 1321389
 or State License #: _____
 State: TX
 Expiration Date of Certification or License: 06/30/2021
 Effective Date of Appraisal: 11/01/2019

SUPERVISORY APPRAISER: (only if required)

Signature: _____
 Name: _____
 Date Signed: _____
 State Certification #: _____
 or State License #: _____
 State: _____
 Expiration Date of Certification or License: _____
 Supervisory Appraiser Inspection of Subject Property:
☐ Did Not ☐ Exterior-only from Street ☐ Interior and Exterior

**Appraiser Independence Requirements (AIR)
Affidavit of Appraiser - Certification of Non-Influence**

The appraiser named respectfully submits and represents to the following:

I hereby acknowledge to the best of my ability the following:

1. There have been no written or verbal communications or conversations between the mortgage lender or any staff person thereof and myself, my assistant, or any other staff member working on my behalf during the completion of this particular assignment or review assignment regarding a predetermined value for the subject property of this assignment.
2. I acknowledge that I have not been influenced, coerced, extorted, or bribed regarding the outcome of this appraisal report, nor am I knowingly aware of being recommended by any staff member, director, or agent of the mortgage lender's loan production staff, including the loan officer, to complete this assignment.
3. I certify that I have been engaged to provide a complete order with the information required for me to agree and complete a full appraisal assignment that meets USPAP guidelines and standards. Included on their order form was the originating lender's company name and address for purposes of inclusion on the appraisal report. No individual names from lender's staff, including loan officer name, was provided to me. No preliminary estimation of value, loan amount, or any similar information was provided to me or communicated to me or any staff person within my company. With respect to a Purchase Transaction, the Purchase Agreement (Sales Contract) was made available in its entirety (as required by USPAP Standard Rule 1- 5a). In the event the loan is an FHA transaction, I understand that the lender may require my identity, including my State Certification number; however, no attempt was made to coerce or influence the outcome of this appraisal report.
4. I acknowledge that I have completed this assignment and have only acted with the highest integrity and in a manner considered ethical to my profession, and consistent both with USPAP standards and the Appraiser Independence Requirements rules and regulations.
5. I acknowledge that I am not an employee of nor affiliated with the mortgage lender, and that I am not a staff appraiser to any entity that is either wholly or partially owned by the lender/investor or by any entity that is owned in whole or in part by a "Settlement Services" provider. By including this document within this appraisal report, I acknowledge to the best of my ability that all of the above statements are valid and true. I have honestly agreed with them, and that I have no objections or reservations to their contrary.

800 BANK OF AMERICA TOWER
2200 MARKET STREET
GALVESTON, TX 77550
(409)763-8685
DEANAPPRAISALS@SBCGLOBAL.NET

A. CHARLES DEAN

SUMMARY OF QUALIFICATIONS

Owner, Dean Appraisal Services, (since Jan. 1, 1990)

Texas Certified General Real Estate Appraiser

- TX-1321389-G, expires 06-30-17
- National Association of Real Estate Appraisers
- CREA, Certified Real Estate Appraiser
- CCRA, Certified Commercial Real Estate Appraiser
- Appraisal Institute - Associate Member
- National Association of Realtors
- Galveston Association of Realtors (GAR)
- Galveston Multiple Listing Service, subscriber
- Houston Association of Realtors (HAR)
- HAR Multiple Listing Service, subscriber
- Beaumont Board of Realtors (BBR)
- BBR Multiple Listing Service, subscriber

EMPLOYMENT

1984-90 Texas General Land Office, Austin, TX

Director of Land Trades

1986-90 Texas General Land Office Austin, TX

Senior Appraiser/Training Supervisor

1986-90 USA Training, Inc. Austin, TX

Instructor, Real Estate Appraisers

EDUCATION

1969-1971 University of Texas at Austin, TX

Bachelor of Arts, Bachelor of Journalism

- 1968 University of Sheffield, Sheffield, England
- 1968 Texas A&M University, College Station, TX (summer)
- 1966-67 Schreiner University, Kerrville, TX

REAL ESTATE EDUCATION

AMERICAN INSTITUTE OF REAL ESTATE APPRAISERS

Principles of Real Estate Appraisal
Case Studies in Real Estate Valuation
Valuation Analysis and Report Writing
Capitalization Theory and Technique, Part A
Capitalization Theory and Technique, Part B
Standards of Professional Practice

Basic Valuation
Residential Valuation
Industrial Valuation
Litigation Valuation
Rural Valuation

Latest Seminars:

1. Rates and Ratios, Making Sense of GMIs, OARs, DCFs
2. Appraising Convenience Stores
3. Analyzing Operating Expenses
4. Forecasting Revenues
5. Subdivision Valuation
6. Small Hotel/Motels Valuation

PROPERTIES APPRAISED

Types of properties appraised include:

- Low-to-upper value houses, including new construction
- Town homes and condominiums
- Historical residential and commercial bldgs under restoration
- Waterfront lots of all categories
- Small income properties
- Apartment complexes
- Limited and high-rise office and retail buildings
- Medical offices and hospital parks
- Convenience stores with retail fuel pumps
- Restaurants and fast food restaurants
- Ranches and farms
- Dance studios and venue halls and facilities
- Recreational vehicle parks and mobile home parks
- Commercial and industrial sites and buildings
- Marine construction plants and refinery fabrication plants
- Seafood packing and distribution plant
- Distribution and storage warehouses
- Churches and day-care facilities
- State parks and wildlife areas, national guard armories
- Ranchette subdivisions, beachfront subdivisions, wetlands, barrier peninsula sites.

Some of the more unique assignments are: the Texas State Library, Camp Mabry Military Reservation, Texas School for the Blind, Texas Department of Banking, Texas Credit Union Department, the Texas State Cemetery, the historic Menard Mansion in Galveston.

In 2000, he appraised 43 state-owned oyster reefs in Galveston Bay for the Comptroller of the State of Texas; his appraisal report was considered to be the first in the nation for this property type.

Texas counties worked include:

- Galveston (Galveston), Brazoria, Chambers;
- Harris (Houston), Fort Bend, Montgomery, Liberty, Wharton;
- Brazos (Bryan-College Station), Grimes, Madison, Robertson, Burleson;
- Jefferson (Beaumont), Orange, Newton, Jasper, Hardin;
- Travis (Austin), Hays, Williamson, Bastrop, Blanco, Giddings;
- Bexar (San Antonio), Dallas (Dallas), Tarrant (Fort Worth), El Paso (El Paso);
- West Texas/Others: Mason, Kerr, Webb, Cameron, Gillespie, Kendall, Bandera, Guadalupe, Wilson, Live Oak, Hudspeth, Culberson, DeWitt, Gonzales, Polk

ADRIAN CHARLES DEAN
2415 46TH STREET
GALVESTON, TX 77551



Certified General Real Estate Appraiser

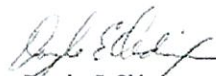
Appraiser: **ADRIAN CHARLES DEAN**

License #: **TX 1321389 G**

License Expires: **06/30/2021**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title:
Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.



Douglas E. Oldmixon
Commissioner



LIA Administrators & Insurance Services

APPRAISAL AND VALUATION

PROFESSIONAL LIABILITY INSURANCE POLICY

DECLARATIONS



ASPEN AMERICAN INSURANCE COMPANY

(A stock insurance company herein called the "Company")
175 Capitol Blvd. Suite 100
Rocky Hill, CT 06067

Date Issued	Policy Number	Previous Policy Number
08/20/2018	AAI009079-04	AAI009079-03

THIS IS A CLAIMS MADE AND REPORTED POLICY. COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND THEN REPORTED TO THE COMPANY IN WRITING NO LATER THAN SIXTY (60) DAYS AFTER EXPIRATION OR TERMINATION OF THIS POLICY, OR DURING THE EXTENDED REPORTING PERIOD, IF APPLICABLE, FOR A WRONGFUL ACT COMMITTED ON OR AFTER THE RETROACTIVE DATE AND BEFORE THE END OF THE POLICY PERIOD. PLEASE READ THE POLICY CAREFULLY.

Item

1. Customer ID: 157888 Named Insured: DEAN APPRAISAL SERVICES Adrian Charles Dean 2200 Market Street #800 Galveston, TX 77550	
2. Policy Period: From: 09/03/2018 To: 09/03/2019 12:01 A.M. Standard Time at the address stated in 1 above.	
3. Deductible: \$1,000 Each Claim	
4. Retroactive Date: 09/03/2009	
5. Inception Date: 09/03/2015	
6. Limits of Liability: A. \$1,000,000 Each Claim B. \$1,000,000 Aggregate	
7. Mail all notices, including notice of Claim, to: LIA Administrators & Insurance Services 1600 Anacapa Street Santa Barbara, California 93101 (800) 334-0652; Fax: (805) 962-0652	
8. Annual Premium: \$1,227.00	
9. Forms attached at issue: LIA002 (12/14) ASPCO1122 0615 LIA TX (11/15) LIA TX NOT (11/15) LIA012 (12/14) LIA013 (10/14) LIA018 (10/14) LIA021 (10/14)	

This Declarations Page, together with the completed and signed Policy Application including all attachments and exhibits thereto, and the Policy shall constitute the contract between the Named Insured and the Company.

08/20/2018

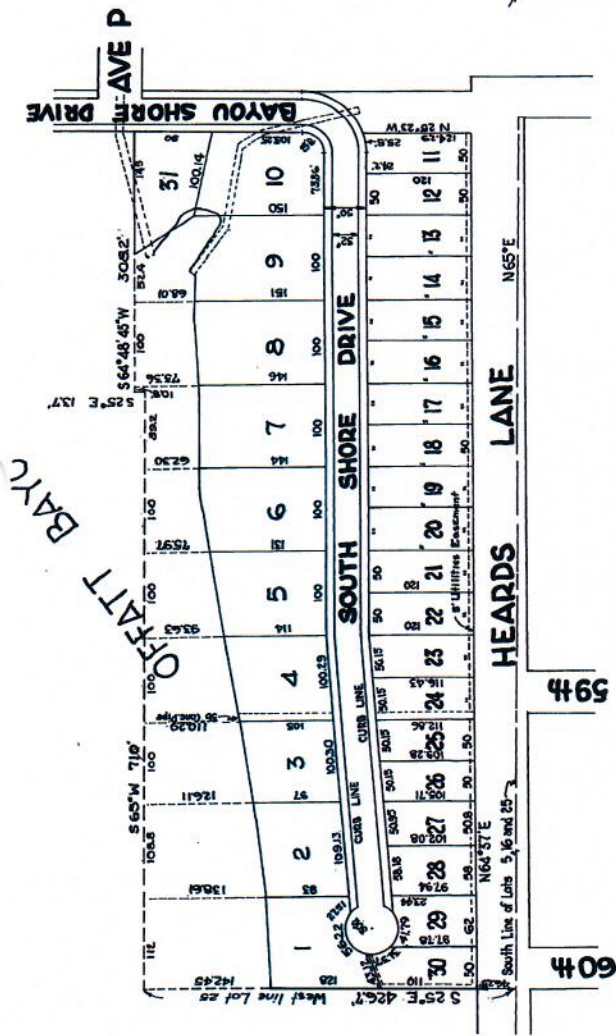
Date

LIA-001 (12/14)

By

Authorized Signature

Aspen American Insurance Company



"SOUTH SHORE"

A SUBDIVISION OF PART OF LOTS 5, 16 AND 25, SECTION ONE, TRIMBLE AND LINDSEY SURVEY OF GALVESTON ISLAND, GALVESTON, GALVESTON COUNTY, TEXAS.

L & H ENGINEERS

MAY 1953

BY Jack A. Hall

SCALE: 1"=100'

The above subdivision titled "SOUTH SHORE" as mapped for filing wherein the City of Galveston assumes no obligation for grading, drainage structures or surfacing of the roads or streets and alleys or making any other improvements in the above subdivision or in the easements thereon, Adopted by the Board of Commissioners, this the 7th day of May AD 1953.

ATTEST: Michael McLean
City Secretary

John A. Hall
Mayor-President of the Board of City Commissioners of Galveston, Texas.

STATE OF TEXAS
COUNTY OF GALVESTON

Know all men by these presents that we, John Gray, John Hill and M.J. Galdo, being the owners of that certain tract or parcel of land lying and being in Galveston, Galveston County, Texas, subdivided in the accompanying map do hereby make subdivision of the said property according to the lines, lots, roads and easements as herein shown and do hereby dedicate to the public use as such the drive and easements as shown and designate said subdivision "SOUTH SHORE".

John Gray
John Gray
John Hill Jr.
John Hill Jr.
M.J. Galdo
M.J. Galdo

STATE OF TEXAS
COUNTY OF GALVESTON

Before me, the undersigned authority, personally appeared John Gray, John Hill and M.J. Galdo, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

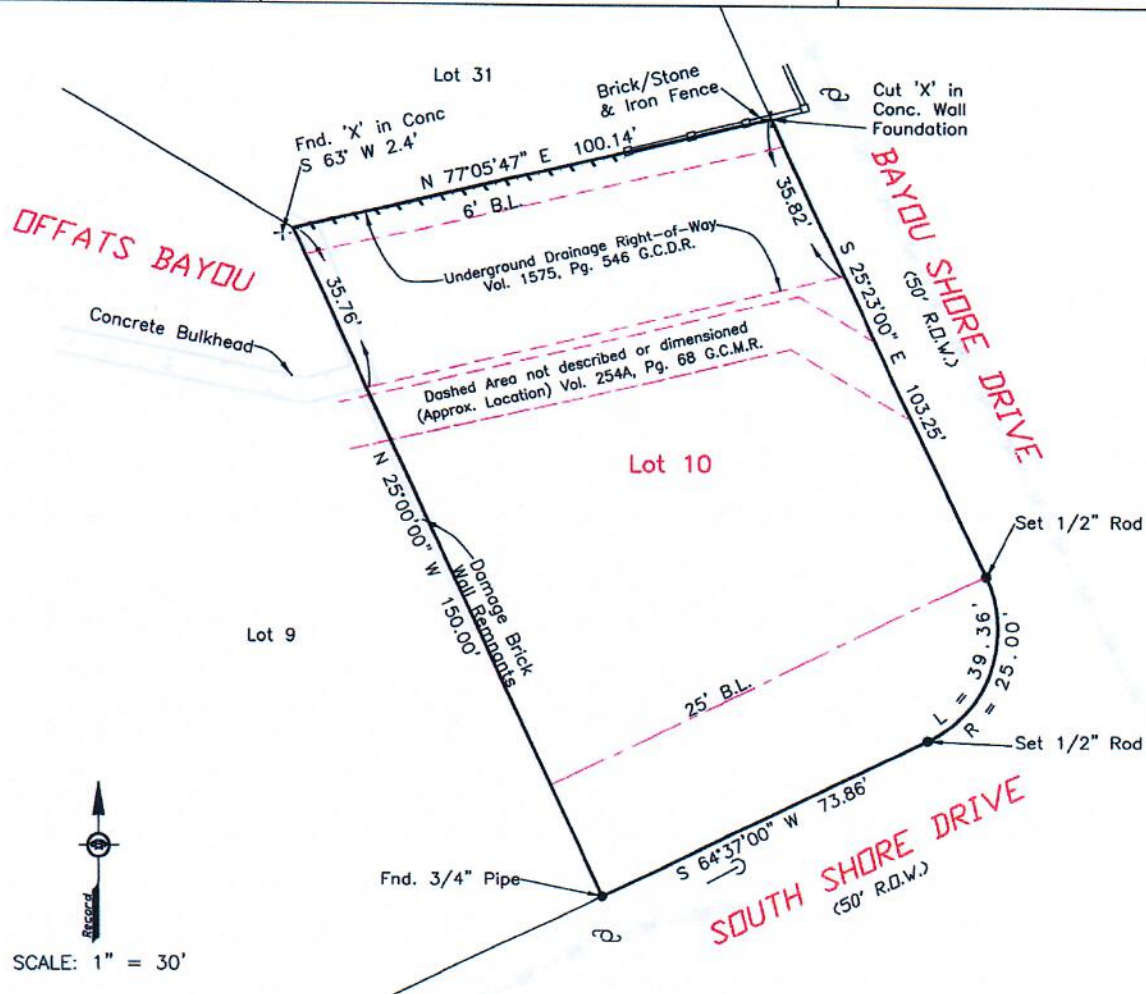
Given under my hand and seal of office this, the 7th day of May AD 1953.

John R. McLean
Notary Public in and for Galveston County, Texas

This is to certify that I, Jack A. Hall, a registered professional engineer of the State of Texas, have plotted the above subdivision from an actual survey on the ground, and that all lot corners, angle points and points of curve are properly marked with iron pipes, and that this plat correctly represents that survey made by me.

Jack A. Hall
Engineer
Texas Registration No. 7538

Filed for record June 26, 1953 at 4:30 P.M.
Recorded June 26, 1953 at 4:50 P.M.
John R. McLean, Clerk of said County of Galveston



Survey of Lot Ten (10) of SOUTH SHORE, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 254A, Page 68 of the Map Records of Galveston County, Texas.

I hereby certify that on the below date, the herein described property, together with improvements located thereon, was surveyed on the ground and under my direction, and that this map, together with dimensions as shown hereon, accurately represents the facts as found on the ground this date.

Brene Addison
Brene Addison
Registered Professional
Land Surveyor No. 6598



NOTES:

- 1) This property is subject to the zoning ordinances of the City of Galveston.
- 2) This property does lie within the 100 Year Flood Plain as established by the Federal Emergency Management Agency.
- 3) This property is subject to any restrictions of record and those recorded in Vol. 1004, Pg. 223 and Vol. 1385, Pg. 106 of the Deed Records of Galveston County, Texas. This property may be subject to setbacks from power lines as established by OSHA (call your power company).
- 4) Bearings are based on the monumentation of the North right-of-way line of South Shore Drive.

Stewart Title File No. 17167038879
Proposed Borrower: Shella Salinas and Adolfo D. Salinas

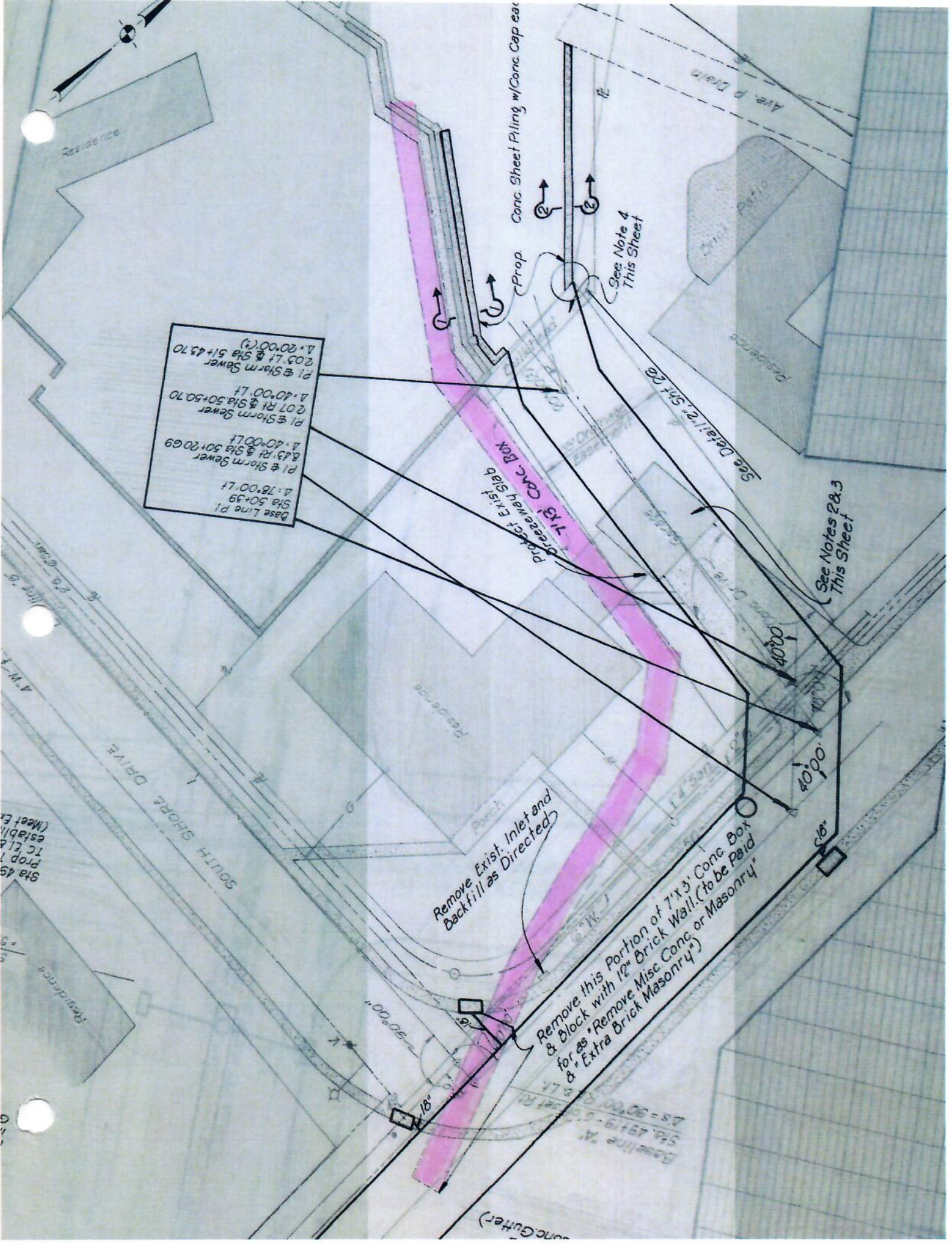
Legend:

- Overhead Power
- Wood Fence
- Concrete
- Power Pole
- Down Guy

TRICON LAND SURVEYING, LLC
Mailing: 6341 Stewart Rd. #251
Physical: 2011 59th Street
Galveston, TX 77551
409-497-2772
TriconLandSurveying.com
T.B.P.L.S. Firm No. 10194309

Drafting: ba Survey Date: October 10, 2017

Surveyed for: Stewart Title



Base Line P.I.	Sta 50+39	4.78'00" L.I.
P.I. & Storm Sewer	8.43' R.I. & Sta 50+20.69	4.40'00" L.I.
P.I. & Storm Sewer	2.07' R.I. & Sta 50+50.70	4.40'00" L.I.
P.I. & Storm Sewer	2.03' L.I. & Sta 51+43.70	4.20'00" (V)

Remove Exist. Inlet and Backfill as Directed

Remove this Portion of 7'x3' Conc. Box & Block with 12" Brick Wall. (to be paid for as "Remove Misc Conc. or Masonry" & "Extra Brick Masonry")

Conc. Gutter

See Note 4 This Sheet

See Detail 21, Sta 28

See Notes 2 & 3 This Sheet



City of Galveston

DEPARTMENT OF DISASTER RECOVERY

Tesa Wroblewski, FEMA Public Assistance Program Manager
twroblewski@galvestontx.gov | Office Number: (409) 797-3517 | www.galvestontx.gov

November 5, 2019

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

From: Tesa Wroblewski, FEMA Public Assistance Program Manager

Re: **Consider for acceptance a grant award from the Moody Foundation for assistance with the creation of a public green space (City Hall Public Plaza) on the site of the former Central Fire Station, consistent with the grant application submitted to the Foundation on September 10, 2019, as part of a revitalization plan for the City Hall neighborhood, and authorize the City Manager to sign all necessary documents upon final approval by the City Attorney.**

I. Background

- A. The City recently completed the construction of the new Central Fire Station at 26th & Sealy, and is in the process of demolishing the previous station and walkway on the west side of City Hall.
- B. A grant application was submitted in October to the Moody Foundation to request funds to construct a screen wall that blends in with the historical character of the City Hall facility, and to create a Public Plaza with trees, benches, brick pavers, and professional landscaping. The amount of the grant requested was \$500,000.

II. Current Situation

- A. The Moody Foundation has awarded the City a grant for the requested amount of \$500,000 to develop and construct a Screen Wall and Public Plaza on the west side of City Hall.
- B. City Council needs to accept the grant and authorize the City Manager to sign all necessary documents related to the grant.

III. Issues

- 1. Cost – The Moody grant award for \$500,000 will enable the City to Design and Construct the Screen Wall and Public Plaza upon the demolition of the vacated Central Fire Station located at 26th & Sealy.
- 2. Timing – The City will proceed with the design and construction of the screen wall upon the completed demolition of the vacated Central Fire Station.
- 3. Impact or ramifications – The Moody grant will enable the City to move forward with the continued beautification of City property.

IV. Alternatives in order of priority

- 1. Accept the Moody Foundation grant award for \$500,000 and move forward with the design and construction of the screening wall and Public Plaza on the west side of City Hall.
- 2. Do not accept the Moody Foundation grant.





City of Galveston

DEPARTMENT OF DISASTER RECOVERY

Tesa Wroblewski, FEMA Public Assistance Program Manager
twroblewski@galvestontx.gov | Office Number: (409) 797-3517 | www.galvestontx.gov

V. Recommendation

Staff recommends acceptance of the Moody Foundation grant award for design and construction of the screen wall and Public Plaza at 26th & Sealy.

VI. Fiscal Impact Report

Requested by:	Tesa Wroblewski, FEMA Public Assistance Program Manager
Funding Source:	Moody Foundation Grant for \$500,000
Costs of implementation:	\$500,000
Estimated annual M&O costs:	N/A
Estimated cumulative M&O costs:	N/A
Additional Information:	N/A

Respectfully Submitted,

Tesa Wroblewski
FEMA Public Assistance Program Manager

Approved,

Brian Maxwell
City Manager





2302 POSTOFFICE STREET, SUITE. 704, GALVESTON, TEXAS 77550
(409) 797-1500 • FAX (409) 763-5564

January 18, 2017

Mayor Jim Yarbrough
City of Galveston
P. O. Box 779
Galveston, TX 77553-0779

Dear Mayor Yarbrough:

The Trustees of The Moody Foundation are pleased to advise you that a grant award of \$500,000 has been approved to assist the City of Galveston with the purchase of land on Broadway and with the environmental review as part of a revitalization plan for the City Hall neighborhood, as defined in your application.

This grant was approved subject to the conditions set forth in the attached Grant Contract. It is extremely important that you carefully review the terms and provisions of this grant award. If your organization is willing to comply with the conditions stated herein, please obtain the required signatures on the fourth page of the contract and return the entire original to The Moody Foundation within four (4) weeks. **We will forward you a complete copy of the fully executed contract.**

Under the Internal Revenue Code, The Moody Foundation is required to establish proper use of all funds disbursed by The Foundation. Therefore, it is particularly important that records be kept as outlined for a final report to The Foundation. Please understand that Moody Foundation grants are considered individually and no grant award should be construed as a precedent for subsequent gifts.

The Trustees are pleased to be able to assist the City of Galveston with funds for the land purchase and toward the environmental study. We commend the City's vision for this important area of Galveston.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Allan Matthews'.

Allan W. Matthews
Director of Grants

AWM/ct
Enclosure

THE MOODY FOUNDATION

2302 POSTOFFICE STREET, SUITE 704 GALVESTON, TEXAS 77550-1994

GRANT CONTRACT: TERMS AND PROVISIONS

This Grant Contract (the "Agreement") entered into by and between The Moody Foundation, acting by and through its duly authorized Trustees, hereinafter referred to as the "Foundation" and the City of Galveston, hereinafter referred to as "Grantee."

GRANTEE:

City of Galveston
P. O. Box 779
Galveston, TX 77553-0779

In reply refer to : GRANT NUMBER 2016-100

DATE APPROVED 12-16-2016

AMOUNT \$500,000

PERIOD One Year

PURPOSE:

Assistance with the purchase of land on Broadway in order to relocate Oleander Garden Park, and with an environmental review, as part of a revitalization plan for the City Hall neighborhood, as more specifically set out in the grant application which is incorporated by reference.

SPECIFIC CONDITIONS:

1. All funds must be used for the purposes defined in the application received October 3, 2016.
2. Grantee agrees to recognize The Moody Foundation as a partial underwriter of the project. However, it is preferred that funds not be expended on plaques for presentation to the Foundation.
3. Grant will be paid in one (1) installment upon receipt of a written request for payment which briefly outlines the other sources of funding, a copy of the signed land purchase contract and an updated budget for the expenditure of funds awarded.

Please allow a minimum of ten (10) working days for processing of your payment request from time of receipt by The Moody Foundation of the written request for payment.

4. Should extenuating circumstances occur necessitating an extension of the time period of this grant award, a request in writing must be submitted to The Moody Foundation prior to the ending date of the grant or the grant shall be considered expired at the end of the one-year period.
5. Grantee also agrees to comply with the general conditions on the following pages.

GENERAL CONDITIONS:**1. Reports to the Foundation**

A written report must be furnished to the Foundation upon completion of the purposes for which the grant has been made. If the grant period exceeds one year, an interim one-page summary report along with a detailed listing of the total grant funds expended by Grantee for the preceding year should be submitted annually in addition to the Final Evaluative Report at the end of the grant period.

2. Use of Grant Funds

All grants made by The Moody Foundation must be in compliance with the requirements pertaining to organizations that are exempt from federal income taxes and described in section 501(c)(3) of the Internal Revenue Code.

- a. All funds awarded by the Foundation under this Agreement must be used by the Grantee in compliance with the restrictions set forth in Sections 4941 through 4945 of the Internal Revenue Code so that no excise tax is imposed under any such section.
- b. All funds awarded by the Foundation under this Agreement must be used for the purposes summarized above and as more specifically set out in the grant application. No changes or modifications may be made without the Foundation's knowledge and approval.
- c. All grant funds awarded by the Foundation will be returned to the Foundation if:
 - (1) The grantee loses its United States Internal Revenue Service tax-exempt status.
 - (2) If the funds are not expended or committed for the purposes of the grant within the stated period of time.

3. Request for payment

It is the responsibility of the applicant to keep the Foundation advised of the dates when funds will be used.

- a. If the terms of the grant call for unscheduled periodic payments, the applicant must submit a written request to the Foundation indicating the amount of payment due and an itemized budget covering such payment, for the period in which the funds will be used.
- b. If instead of unscheduled periodic payments, installments are made on an annual basis, requests for payment should be accompanied by an interim report. (See Condition #1)

4. Public Announcements

The Foundation may, at the Trustees' discretion, release information regarding this grant to the press and news media. Should you wish to release additional information after accepting this grant, you may do so without prior clearance. However, the Foundation should be furnished with copies of all news releases and any other published material, pictures, etc. which may develop in connection with this grant award.

5. Other Provisions

- a. This grant award has been approved by the Trustees of The Moody Foundation and is accepted by the grantee with the understanding that the Foundation is not obligated to provide additional support.
- b. It is understood that under the Trust Indenture of The Moody Foundation, this grant must be limited to supporting activities that will benefit the people of the State of Texas.
- c. The applicant must notify The Moody Foundation immediately of any changes that occur in its tax-exempt status.
- d. Except as otherwise provided herein, to the full extent possible
 - (1) all representations, obligations and undertakings of each of the Parties to this Agreement shall be performable in Galveston County, Texas; and
 - (2) the proceeds of this Grant shall be funded in Galveston County, Texas.
- e. In the case of any Dispute (as defined herein) between the Foundation and Grantee, the Foundation, at its sole and absolute discretion, may elect to submit such Dispute to binding and final arbitration in lieu of a civil lawsuit. In that regard, Grantee agrees that if the Foundation elects to submit any Dispute to binding arbitration, Grantee waives any right to bring a lawsuit. If a lawsuit is pending at the time of the Foundation's election and such suit has been filed for one hundred twenty (120) days or less after service of process on the Foundation, then Grantee shall immediately dismiss such lawsuit and submit such Dispute to binding arbitration.

For purposes of this Agreement, the term "Dispute" shall be interpreted broadly to mean any controversies, claims, counterclaims, or other disputes of any kind arising from or relating in any way to the parties hereto, this Agreement or its interpretation, the Grant, or the use of the Grant Funds and shall include, without limitation, any contractual, tort, statutory, caselaw or any other claims made by either party hereto.

In the event the Foundation elects to submit a Dispute to binding arbitration, such arbitration shall be submitted for binding arbitration in accordance with the Rules of the American Arbitration Association ("AAA Rules") and shall apply Texas law. The arbitration will be heard and determined by a single arbitrator and all arbitration proceedings shall be held in Galveston, Texas. The arbitrator's decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. The parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs, documents, or other evidence submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration or by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies.

This section limits certain rights, including the right to maintain a court action, the right to a jury trial, the rights to certain forms of relief and other rights that Grantee may have outside of an arbitration proceeding.

This provision shall survive termination of this Agreement.

f. In the event the Foundation elects to proceed with a civil lawsuit under Section 5(e) above, it is agreed by the parties hereto that venue shall lie in the District Courts of Galveston County, Texas for the purpose of any lawsuit to:

- (a) enforce the obligations of any party hereto;
- (b) interpret the provisions of this Grant Contract and Agreement; or
- (c) seek monetary damages for the breach of any provision or obligation hereof.

6. This Contract is executed in Galveston County, Texas, this _____ day of _____, _____.

ACCEPTANCE:

We accept this grant subject to the terms and provisions stated above.

Chief Executive Officer

President or Chairman of the Board

Date _____ Date _____

THE MOODY FOUNDATION

Date _____

REPORT ON PROJECT OR PROGRAM GRANT

We hope you will find the information in this outline helpful to you in developing your reports to the Foundation. The information request by the Foundation serves several important functions. It provides the grantee an opportunity to measure and evaluate the progress which has been made toward the achievement of the grant objectives. It also enables the Foundation to continually evaluate the effectiveness and validity of its grants program. It also protects the grantee and the Foundation by formally recording an account of the activities and expenditures of the program. It will provide the information needed to substantiate the purpose for which the grant was made.

One copy of the Evaluative Report should be submitted to the Foundation office. The report should be in a concise narrative form as follows:

1. A one-page summary which includes the following information:
 - a. Moody Foundation grant number & amount of grant.
 - b. Brief description of purpose for which grant was made.
 - c. Date project was initiated and summary of activities completed.
 - d. Report the goals achieved by your organization in accomplishing the purposes for which the grant was made.
2. In addition to one-page summary, please provide the following information:
 - a. Statement indicating whether there were any changes or deviations from original grant proposal (if any).
 - b. Additional developments or extra benefits which occurred as a result of the project.
 - c. Conclusions or recommendations resulting from the experience of the project.
 - d. Plans for continuation of the project.
3. Financial statement concerning grant activities:
 - a. Total amount of funds raised
 - b. List of source of funds
 - c. How the funds were used
 - d. Amount of funds to be returned to the Foundation



City of Galveston

DEPARTMENT OF DISASTER RECOVERY

November 5, 2019

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

From: Tesa Wroblewski, FEMA Public Assistance Program Manager

RE: Consider approval of DCMC Partners Task Order #3 authorizing the expenditure of an amount not to exceed \$40,000 for Technical Assistance and disaster consulting services.

I. Background

The City of Galveston entered into contract with DCMC, LLC. Dba DCMC Partners (Company) on October 31, 2018 for disaster consulting services.

II. Current Situation

City Council approved entering into a disaster consulting services contract proposed by DCMC Partners, per RFP 18-30, for disaster consulting services on October 25, 2018. Task Order #3 is governed by the terms and conditions set forth in the aforementioned DCMC Partners contract. The City needs DCMC Partners to assist with ongoing technical issues as related to remaining Hurricane Ike and Hurricane Harvey FEMA projects. In addition, additional assistance is expected over the next several months to support the development of drainage Mitigation Grant Proposals to support drainage projects. FEMA funds.

III. Issues

The approval of DCMC Partners Task Order #3 for a not to exceed \$40,000 is to assist the in-house FEMA Public Assistance Program Manager as needed with ongoing Hurricane Ike and Hurricane Harvey projects, and the support of multiple drainage grant applications the City anticipates applying for in 2020.

1. Funding Source - GO Bonds and the General Fund Governmental Expenditures.
2. Timing – The need is immediate.
3. Impact or Ramifications – This skill set is needed to collaborate on specialized TDEM and FEMA disaster recovery related projects and grant funding drainage applications.





City of Galveston

DEPARTMENT OF DISASTER RECOVERY

IV. Alternatives in order of priority

A. Approval of DCMC Task Order #3.

1. Funding Source – The not to exceed cost of \$40,000 will be paid from the GO Bonds and General Fund Governmental Expenditure Account.

2. Timing – Immediate effort needed for the continuing support of Hurricane Ike and Hurricane Harvey assistance, and the anticipated support needed to support drainage grant applications.

B. Do not approve the Agreement with DCMC Partners.

1. Cost – No Additional cost at this time.

2. Timing – The resolution of issues on FEMA PW's will continue for a longer period of time.

3. Impact or Ramifications – The City will not have outside expertise to assist with drainage grant applications or Technical Assistance resulting in some items taking longer to research and resolve.

V. Recommendation

Concur with Alternative A and approve the not to exceed amount of \$40,000 for Disaster Consulting Services.



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

DCMC, LLC (dba DCMC Partners)
ALEXANDRIA, VA United States

Certificate Number:
2019-556682

Date Filed:
10/30/2019

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Galveston

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

COG-CON-18-149 Task Order 3
Disaster Consulting Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Scanlon, Barry	Alexandria, VA United States	X	
	Merritt, Mark	Peachtree City, GA United States	X	
	Sachs, Andrew	Freeport, ME United States	X	

5 Check only if there is NO Interested Party.

☐

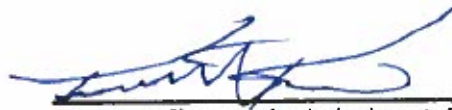
6 UNSWORN DECLARATION

My name is Kenneth Kerr and my date of birth is 04/16/75

My address is 4530 Connecticut Ave, NW, Washington, DC, 20008, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Washington (city) County, State of DC, on the 30 day of October, 2019
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



October 24, 2019

Tesa Wroblewski, Disaster Recovery
City of Galveston
825 Rosenberg Street
Galveston, TX 77550

Dear Ms. Wroblewski –

On behalf of DCMC Partners, I am pleased to provide you with this task order for Public Assistance and Hazard Mitigation grant management for ongoing disaster work from Hurricanes Ike and Harvey and any potential new declarations. This task order is based on the awarded contract between the City of Galveston and DCMC, LLC (dba DCMC Partners), signed October 04, 2018.

DCMC Partners is a crisis management and public safety consulting firm that helps public and private organizations approach the unknown with confidence. Our firm brings extensive experience managing and implementing the FEMA Public Assistance (PA) and Hazard Mitigation Grant (HMGP) programs, including helping clients across the country obtain and keep well over \$21 billion in FEMA funding, plus billions more from other Federal agencies and insurance. We have managed recovery efforts and solved many of the most challenging and complex problems standing in their way, securing literally billions of dollars more assistance for our clients than FEMA originally offered through our efforts. DCMC Partners has an extensive background working with municipalities to develop public assistance claims. Currently, members of the DCMC Partners are currently working with impacted communities throughout Texas.

DCMC Partners understands the City of Galveston is seeking technical assistance in resolving issues with the current Public Assistance grants from TDEM/ FEMA to finalize and close the Hurricane Ike claims, technical assistance in the development and obligation of the Hurricane Harvey claim, and to provide technical assistance with any new declaration. Additionally, the City is seeking technical assistance from DCMC Partners in the development of Hazard Mitigation grant applications through the FMA, PDM, GLO Mitigation, and BRIC programs as directed by the City. Finally, DCMC Partners will provide additional technical assistance, at the City's request, in seeking additional funding opportunities to promote resiliency. To support this need, DCMC proposes engaging one of our Senior Recovery Specialists, Rick Patterson, as your point of contact to manage the work. Finally, this budget will allow for initial damage assessment and assistance for a future event, based on authorization from the City.

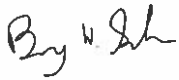
To provide the services and deliverables described above, DCMC Partners proposes a cost not to exceed \$40,000.00. This estimate is based on the attached budget to manage the public assistance and hazard mitigation grant, utilizing the rate sheet contained in our proposal. DCMC will only bill for work actually performed.

DCMC Partners appreciates the opportunity to provide continued support the City of Galveston with its recovery and mitigation efforts. After you have considered this task order, we would be happy to discuss any questions you

DCMC Partners, LLC 515 Braxton Place, Alexandria, VA 22301

may have. We look forward to continuing our successful relationship with the City. If you would like to discuss this proposal, please contact me.

Sincerely,



Barry W. Scanlon, Partner

DCMC Partners

bscanlon@dcmcpartners.com

(570)-233-3137

ENGAGEMENT AUTHORIZATION

By signing below, City of Galveston("Client") agrees to the described scope of work and authorizes DCMC, LLC (d.b.a. DCMC Partners – "Consultant") to proceed with work necessary under this engagement. The signatory also stipulates that he/she is authorized to sign on behalf of Client and to commit the necessary funds to pay for completion of the project.

Authorized Signature

Printed Name

Title

Date



City of Galveston
Task Order # 3

CONTRACT TITLE	HOURLY RATE, PER CONTRACT	Hourly Rate, with expenses per contract	ESTIMATED HOURS FOR BUDGETING PURPOSES												EST. LABOR COST	EST. EXPENSES	TOTAL COST
			Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20			
Principal	\$ 189.00	\$ 212.00			1		1				1			1	\$ 756.00		\$ 756.00
Project Manager	\$ 154.00	\$ 180.00	4	4	4	4	4	4	4	4	4	4	4	4	\$ 7,392.00		\$ 7,392.00
Subject Matter Expert	\$ 142.00	\$ 168.00	4	4	4	4	4	4	4	4	4	4	4	4	\$ 6,816.00		\$ 6,816.00
Senior Public Assistance Officer	\$ 138.00	\$ 160.00													\$ -		\$ -
Junior Public Assistance Officer	\$ 126.00	\$ 150.00	10	10	10	10	10	10	10	10	5	5	5	5	\$ 12,600.00		\$ 12,600.00
Mitigation Specialist	\$ 138.00	\$ 160.00	10	10	10	10	10	10	5	5	5	5	5	5	\$ 12,420.00		\$ 12,420.00
Grant Manager	\$ 126.00	\$ 150.00													\$ -		\$ -
Appeals Specialist	\$ 148.00	\$ 170.00												0	\$ -		\$ -
TOTAL															\$ 39,984.00	\$ -	\$ 39,984.00

The staffing plan and budget described above is hereby approved by the City of Galveston ("Client"), and DCMC Partners ("Consultant") is hereby authorized to continue and complete necessary work per terms of the contract between Client and Consultant. For estimating purposes, the hourly rate is used. When available, DCMC Partners will use local resources on this job. If a resource is needed that will result in travel, the City will be notified prior to deployment. Additional Task Orders may be required, depending on the level of engagement requested by the client, complexity of the work to be done, and duration of the recovery project.

Signature

Printed Name

Title



Scholes International Airport

AIRPORT ADMINISTRATION

2115 Terminal Dr | Galveston, TX 77554

www.galvestonairport.com | airport@galvestontx.gov | 409-797-3590

October 21, 2019

Honorable Mayor and City Council Members
Galveston, Texas

Dear Honorable Mayor and Members of Council,

Subject: Consider for approval a Resolution of the City Council of the City of Galveston, Texas, authorizing the City Manager to apply for a Texas Department of Transportation, Aviation Division, Grant for the engineering/design and construction phase of rehabilitating the asphalt section of Runway 14/32 and joint seal repairs to the North Apron for fiscal year 2020; authorizing the Texas Department of Transportation as agent for the City of Galveston for the purposes of applying for, receiving, and disbursing all funds for these improvements; directing the City Manager to execute all necessary documents relating to the Grant; directing the City Secretary to send a certified copy of the Resolution to the Texas Department of Transportation; providing for findings of fact and providing for an effective date upon final approval by the City Attorney.

I. Background:

- A. The Airport received a \$5,180,000 TxDOT Aviation Grant in 2018 to go toward the rehabilitation of Runway 14/32, all five Taxiways and Phase 3 & 4 Apron project. This project is currently under construction.
- B. Due to a change in FAA specifications related to the asphalt section of Runway 14/32, the specification in the winning bid no longer meets the current FAA requirements and was removed from the contract.
- C. During the engineering and design of this project, there were multiple staffing changes at both TxDOT and Garver. During the transition, TxDOT ultimately only funded the most critical pavement repairs on Phase 3 & 4 Apron Project, which removed approximately 100,000 linear feet of joint seal work from the project.
- D. TxDOT Aviation agreed to fund both the asphalt section of Runway 14/32 and the joint seal work on Phase 3 & 4 of the Apron and added the projects to their Multi Airport Maintenance Bid, using State funds to fund projects at several airport across the State.
- E. The Industrial Development Corporation approved an Economic Development Agreement between the Industrial Development Corporation and the City of Galveston to fund \$55,000 as the 10% match for the TxDOT Aviation Grant at their March 5, 2019 meeting.



- F. City Council approved the Economic Development Agreement between the Industrial Development Corporation and the City of Galveston to fund \$55,000 as the 10% match for the TxDOT Aviation Grant at their April 25, 2019 meeting.
- G. In September 2019, TxDOT revised and increased the original grant amount from \$550,000 to \$940,000, changing the 10% match from \$55,000 to \$94,000.

II. Current Situation:

- A. On October 14, 2019, TxDOT requested a resolution from the Galveston City Council requesting financial assistance from TxDOT and naming TxDOT as its agent for the purposes of applying for, receiving and disbursing all funds related to the engineering/design and construction phase of rehabilitating the asphalt section of Runway 14/32 and joint seal repairs to the North Apron.
- B. TxDOT Aviation is requesting the City budget \$94,000.00 to cover the 10% match for the engineering/design and construction of this \$940,000 multiphase project.
- C. Engineering/design would likely start in the first quarter of 2020 with construction in the third quarter of 2020.

III. Issues:

- A. The concrete sections of Runway 14/32 will be rehabilitated during the current pavement project. Completing the rehabilitation of the asphalt section of Runway 14/32 should be completed as soon as possible. Utilizing this TxDOT Grant is the quickest solution to complete the full rehabilitation work of our primary runway.
- B. To fully rehabilitate the North Apron, approximately 100,000 linear feet of joint seals must be replaced. Utilizing this TxDOT Grant is the quickest solution to complete the full rehabilitation work of the North Apron.

IV. Alternatives:

- A. City Council approves a Resolution authorizing the City Manager to apply for a Texas Department of Transportation, Aviation Division, Grant for the engineering/design and construction phase of rehabilitating the asphalt section of Runway 14/32 and joint seal repairs to the North Apron for fiscal year 2020.

- B. City Council does not approve the Resolution.

V. Recommendation:

Staff recommends City Council approves a Resolution, authorizing the City Manager to apply for a Texas Department of Transportation, Aviation Division, Grant for the engineering/design and construction phase of rehabilitating the asphalt section of Runway 14/32 and joint seal repairs to the North Apron; authorizing the Texas Department of Transportation as agent for the City of Galveston for the purposes of applying for, receiving, and disbursing all funds for these improvements; directing





Scholes International Airport

AIRPORT ADMINISTRATION

2115 Terminal Dr | Galveston, TX 77554

www.galvestonairport.com | airport@galvestontx.gov | 409-797-3590

the City Manager to execute all necessary documents relating to the Grant; directing the City Secretary to send a certified copy of the Resolution to the Texas Department of Transportation; providing for findings of fact and providing for an effective date upon final approval by the City Attorney..

VI. Fiscal Impact Report:

Requested by:	Mike Shahan, Airport Director
Funding Source:	Industrial Development Corporation - \$55,000 Airport Capital Outlay - \$39,000
Cost:	\$94,000
Additional Information:	See attached Resolution

Respectfully submitted.

A handwritten signature in blue ink that reads "Mike Shahan".

Mike Shahan
Airport Director



RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, AUTHORIZING THE CITY MANAGER TO APPLY FOR A TEXAS DEPARTMENT OF TRANSPORTATION, AVIATION DIVISION, GRANT FOR AN ASPHALT SURFACE TREATMENT AND MARK RUNWAY 14/32 AND JOINT SEAL NORTH APRON FOR FISCAL YEAR 2020; AUTHORIZING THE TEXAS DEPARTMENT OF TRANSPORTATION AS AGENT FOR THE CITY OF GALVESTON FOR THE PURPOSES OF APPLYING FOR, RECEIVING, AND DISBURSING ALL FUNDS FOR THESE IMPROVEMENTS; DIRECTING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS RELATING TO THE GRANT; DIRECTING THE CITY SECRETARY TO SEND A CERTIFIED COPY OF THE RESOLUTION TO THE TEXAS DEPARTMENT OF TRANSPORTATION; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Galveston intends to make certain improvements to the Scholes International Airport; and

WHEREAS, the general description of the project is described as: Asphalt Surface Treatment and Mark Runway 14/32 and Joint Seal North Apron; and

WHEREAS, the City of Galveston intends to request financial assistance from the Texas Department of Transportation for these improvements; and

WHEREAS, total project cost is estimated to be \$940,000, and the City of Galveston will be responsible for 10% of the total project costs currently estimated to be \$94,000; and

WHEREAS, the City of Galveston names the Texas Department of Transportation as its agent for the purposes of applying for, receiving and disbursing all funds for these improvements and for the administration of contracts necessary for the implementation of these improvements;

NOW, THEREFORE, BE IT RESOLVED, that the City of Galveston hereby directs City Manager to execute on behalf of the City of Galveston, at the appropriate time, and with the appropriate authorizations of this governing body, all contracts and agreements with the State of Texas, represented by the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the implementation of the improvements to the Scholes International Airport.

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

SECTION 1. That 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 project's cost, cost sharing and the specific improvements to the Scholes International Airport will be defined in the Airport Project Participation Agreement between the City of Galveston and the Texas Department of Transportation.

SECTION 3. The City Council of the City of Galveston, Texas, hereby authorizes the City Manager to execute all contracts and agreements with the State of Texas, represented by the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the implementation of the Scholes International Airport Asphalt Surface Treatment and Mark Runway 14/32 and Joint Seal North Apron project, upon final approval by the City Attorney.

SECTION 4. The City of Galveston hereby designates the City Manager as the City of Galveston authorized representative for the Asphalt Surface Treatment and Mark Runway 14/32 and Joint Seal North Apron project, who shall have the authority to make approvals and disapprovals as required on behalf of the City of Galveston.

SECTION 5. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Resolution are severable and, if any phrase, clause, sentence, paragraph or section of this Resolution 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 or sections of this Resolution.

SECTION 6. The City Council of the City of Galveston, Texas, hereby directs the City Secretary to send a certified and true copy of this Resolution to the Texas Department of Transportation – Aviation Division.

SECTION 7. This Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

Donald S. Glywasky
City Attorney

I, Janelle Williams, Secretary of the City Council of the City of Galveston, Texas, 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, Texas, at its regular meeting held on the ____ day of _____ 2019, 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 _____, 2019.

Secretary for the City Council
of the City of Galveston, Texas

AGREEMENT BETWEEN

Boon-Chapman Benefit Administrators, Inc.

and

City of Galveston

The following is agreed between the parties:

• **CITY OF GALVESTON**

The City of Galveston will pay Boon-Chapman 100% of the claims administration fees calculated for the last month of the contract period for run-out claims processing during the three (3) month period following the termination of the administrative service agreement. These run-out fees will be payable for each month of the three (3) month run-out period and are due before run-out processing begins.

For any claims processed after the initial three (3) month run out period, the administration fee will be \$15.00 per claim processed with a monthly minimum of \$1,000. The client also agrees to pay medical review fees (when applicable) at invoice.

After the initial termination of services as of September 30, 2019, run-out services should discontinue as of close of business on September 30, 2020.

• **BOON-CHAPMAN**

Boon-Chapman will provide claims administration for City of Galveston medical claims through the end of run-out period agreed to at the time of termination, provided the claims were incurred on or before the last day of the contract period and Boon-Chapman receives them prior to last month of the agreed upon run-out period. In addition, Boon-Chapman will respond to calls from plan participants and providers regarding these claims.

This agreement will terminate when Boon-Chapman completes processing of the claims covered by the agreement.

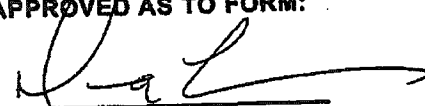
Standard reporting, including but not limited to current census, accumulators and claims history may be provided (upon request) in our standard Excel format. Access to all systems will be terminated 90 days following the end of the agreed upon run-out period. For any special formatting requests or multiple submissions of data, we will provide a quote based on the time and complexities of the request.

Agreed to by:

Boon-Chapman Benefit Administrators, Inc.
Signature: 
Name: STACEY R. MINTON
Title: VP, ACCT MGMT
Date: 9/13/2019

City of Galveston
Signature: 
Name: Daniel J. Buckley
Title: Deputy City Manager
Date: 9/13/19

APPROVED AS TO FORM:


Asst. City Attorney



8C
09/12/19

City of Galveston

HUMAN RESOURCES DEPARTMENT

P. O. Box 779 | Galveston, TX 77553-0779
409.797.3650 (Office) | 409.356.4003 (Facsimile)

September 4, 2019

TO: Honorable Mayor and Members of City Council

FROM: Kent Etienne, Jr. – Executive Director

RE: **Consider for approval an Agreement with Boon-Chapman for administrative services related to the processing of run-out health insurance claims through September 30, 2020, at a cost not to exceed \$45,000.00.**

I. BACKGROUND

- A. Employee healthcare and pharmacy benefits are currently administered by Boon-Chapman as the City's Third Party Administrator (the "TPA"). The TPA also assists the City in its benefits for stop loss coverages.
- B. The current contractual obligations took effect on October 1, 2016, and are set to expire on September 30, 2019. The new plan year will run during the 2020 calendar year.
- C. On August 12, 2019, the City of Galveston Health Benefits Plan Board unanimously selected BlueCross BlueShield of Texas as the new TPA to be effective October 1, 2019.

II. CURRENT SITUATION

The City is obligated to continue health insurance as an employee benefit through the current plan year which ends December 31, 2019. The City is also bound to provide health insurance for all sworn members of the Police and Fire Departments pursuant to recently approved Collective Bargaining Agreements which take effect on October 1, 2019.

- A. A new TPA will be administering the current health plan effective October 1, 2019.
- B. There exists a requirement to continue processing all pending and new claims for dates of service through September 30, 2019.
- C. During the transition, plan members and City Staff will need resources to assist with benefit services and any claim issues for the existing plan year.
- D. The City has made arrangements with Boon-Chapman to provide claims administration for the health plan from October 1, 2019 through September 30, 2020. Boon-Chapman will only provide administrative services for claims incurred through September 30, 2019.

III. ISSUES

Whether to approve an Agreement with Boon-Chapman for administrative services related to the processing of run-out health insurance claims through September 30, 2020, at a cost not to exceed \$45,000.00.

COG CON 19 086

COUNCIL APPROVED	
DATE	9/12/19
SIG.	<i>[Signature]</i>



City of Galveston

HUMAN RESOURCES DEPARTMENT

P. O. Box 779 | Galveston, TX 77553-0779
409.797.3650 (Office) | 409.356.4003 (Facsimile)

IV. ALTERNATIVES IN ORDER OF PRIORITY

- A. Alternative #1: Approve the recommendation.
- B. Alternative #2: Take no action. Most likely will result in delay of payments to healthcare providers as well as cause issues for employees seeking services under the current health plan provisions.

V. RECOMMENDATION

Concur with Alternative A: Approve an Agreement with Boon-Chapman for administrative services related to the processing of run-out health insurance claims through September 30, 2020, at a cost not to exceed \$45,000.00.

VI. FISCAL NOTE

Cost: Not to Exceed \$45,000.00

BlueCross BlueShield of Texas is providing a \$250,000.00 rebate credit to assist the City with transition of TPA services. The funds will be utilized in three main areas – (1) consultant services; (2) administrative services for claim run-out; and (3) software solutions and ancillary services.

BlueCross BlueShield of Texas has also provided a maximum cost of \$9,950,812.80 to manage the health plan. This is favorable for the plan's financial solvency as there is currently no cap for providing services and claim expenses related to the health plan. The past five years have shown increased costs over the contributions by \$1.86 million for FY2019 and \$2.75 million in FY2020 with no reserve funding available for the plan.

Funding Source: Internal Service Funds for Medical Administrative and Stop Loss Costs
* BCBSTX provides \$250,000.00 for upfront costs to transition services

Date:10/01/2019
Invoice #: S0030004767



Po Box 9201
Austin,TX 78766-9201

INVOICE

Bill To **CITY OF GALVESTON**

<i>Shipping Method</i>	<i>Payment Terms</i>	<i>Due Date</i>	<i>Reference</i>
	COD	10/02/2019	Run Out Fee Oct, Nov, Dec 2019

<i>Item #</i>	<i>Description</i>	<i>Qty</i>	<i>Memo</i>	<i>Unit Price</i>	<i>Line Total</i>
SF_Med	SELF FUNDED MEDICAL ADMIN	3	Run Out Fee Oct, Nov, Dec 2019	17,154.00	\$51,462.00
				SUBTOTAL	\$51,462.00
				TOTAL	\$51,462.00

**REMIT TO: BOON CHAPMAN
9401 AMBERGLEN BLD STE 100
AUSTIN TEXAS 78729**

Or

**BOON CHAPMAN
PO BOX 9201
AUSTIN TEXAS 78766**

City of Galveston



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

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

From: Robert Simmons – Risk Manager

RE: Consider for approval the annual renewal of the Inter-local agreement with Texas Municipal League Intergovernmental Risk Pool for the 2019–2020 fund year for Workers Compensation TPA coverage. Authorizing the City Manager to execute all necessary documents upon final approval by the City Council.

I. Background

- A. The City of Galveston is a member of the Texas Municipal League Intergovernmental Risk Pool. Membership continues each year when the inter-local agreement is renewed.
- B. Membership in the risk pool provides Third Party Administrative services and stop loss coverage required for the City of Galveston self-insured workers compensation program.
- C. The City has received a renewal statement with the required contribution costs for the continued TPA workers compensation services.

II. Current Situation

- A. The 2019-2020 Fund year contributions will be approximately \$96,000.00 This amount does not reflect the 2% pre-payment discount.
- B. TMLIRP is the third party administrator for the City of Galveston self-insured workers compensation program.
- C. The annual contributions are for TPA services and stop loss coverage only. This amount does not take into consideration the cost to the City associated with having a self-insured workers compensation program

III. Issues

- A. The City of Galveston needs to place the third party administrative services and stop loss coverage for the self-insured workers compensation program for FY19

IV. Alternatives in order of priority

- A. City Council approves the expenditure.
- B. City Council does not approve the expenditure.

V. Recommendation

Concur with Alternative A.

VI. Fiscal Impact Report

Requested by:	Robert Simmons – Risk Manager
Funding Source:	N/A
Costs of implementation:	Approximately \$96,000.00
Estimated annual M&O costs:	N/A
Estimated cumulative M&O costs:	N/A
Additional Information:	N/A

Respectfully Submitted,

Robert Simmons
Risk Manager

Approved,

Brian Maxwell
City Manager

City of Galveston



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

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

From: Robert Simmons – Risk Manager

RE: Consider for approval the annual renewal of the Inter-local agreement with Texas Municipal League Intergovernmental Risk Pool for the 2019–2020 fund year for Liability and Property coverage. Authorizing the City Manager to execute all necessary documents upon final approval by the City Council.

I. Background

- A. The City of Galveston is a member of the Texas Municipal League Intergovernmental Risk Pool. Membership continues each year when the inter-local agreement is renewed.
- B. Membership in the risk pool also includes participation in a self-insurance program that provides liability and property coverage that is almost non-existent except through government type risk pools.
- C. The City has received a renewal statement with the required contribution costs for the same level of coverage and deductibles as in previous years.

II. Current Situation

- A. The 2019-2020 Fund year contributions will be approximately \$908,769.00 This amount does not reflect the 2% pre-payment discount.
- B. The contributions cover auto liability, errors and omissions liability, general liability, law enforcement liability and airport liability.
- C. Contributions also provide auto physical damage, automobile catastrophic, public employee dishonesty, forgery and alteration, computer fraud, mobile equipment coverage and real and personnel property coverage.
- D. Current billing does not take into consideration the increase in contributions as the City continues to add new facilities and vehicles during the fiscal year.

III. Issues

- A. The City of Galveston needs to place annual liability, and property coverage for FY20

IV. Alternatives in order of priority

- A. City Council approves the expenditure.
- B. City Council does not approve the expenditure.

V. Recommendation

Concur with Alternative A.

VI. Fiscal Impact Report

Requested by:	Robert Simmons – Risk Manager
Funding Source:	N/A
Costs of implementation:	Approximately \$900,000.00
Estimated annual M&O costs:	N/A
Estimated cumulative M&O costs:	N/A
Additional Information:	N/A

Respectfully Submitted,

Robert Simmons
Risk Manager

Approved,

Brian Maxwell
City Manager

TMLIRP		1.18%	1.20%	1.09%	0.96%	0.82%	1.05%	1.14%	1.36%
Liability & Property									
50301-811566-xxxxxx-465300		2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Description	Account	FY13	FY14	FY15	FY16	FY17	FY18	FY19	FY20
Automobile Liability	534026	\$ 194,040.00	\$ 205,997.00	\$ 177,565.00	\$ 192,840.00	\$ 171,426.00	\$ 230,221.00	\$ 236,801.00	\$ 291,332.00
Errors & Omissions Liability	534019	\$ 96,743.00	\$ 93,347.00	\$ 95,748.00	\$ 78,322.00	\$ 61,597.00	\$ 71,598.00	\$ 72,890.00	\$ 89,432.00
General Liability	534027	\$ 52,917.00	\$ 48,852.00	\$ 45,556.00	\$ 37,653.00	\$ 34,260.00	\$ 40,989.00	\$ 44,273.00	\$ 47,712.00
Law Enforcement Liability	534018	\$ 93,163.00	\$ 94,245.00	\$ 89,751.00	\$ 81,106.00	\$ 80,381.00	\$ 105,060.00	\$ 117,201.00	\$ 128,301.00
Aviation	534017	\$ -	\$ -	\$ -	\$ 2,243.00	\$ 2,243.00	\$ 2,031.00	\$ 1,818.00	\$ 1,818.00
Automobile Physical Damage	534013	\$ 127,894.00	\$ 124,961.00	\$ 119,526.00	\$ 139,347.00	\$ 146,848.00	\$ 165,367.00	\$ 180,085.00	\$ 192,811.00
Automobile Catastrophic	534037	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 15,533.00	\$ 15,533.00	\$ 20,287.00	\$ 26,104.00
Public Employee Dishonesty	534028	\$ 2,113.00	\$ 2,348.00	\$ 2,348.00	\$ 2,348.00	\$ 2,348.00	\$ 2,348.00	\$ 2,348.00	\$ 2,112.00
Forgery & Alteration	534028	\$ 302.00	\$ 335.00	\$ 335.00	\$ 335.00	\$ 335.00	\$ 335.00	\$ 335.00	\$ 302.00
Computer Fraud	534028	\$ 232.00	\$ 258.00	\$ 258.00	\$ 258.00	\$ 258.00	\$ 258.00	\$ 2,579.00	\$ 2,320.00
Mobile Equipment	534015	\$ 23,714.00	\$ 23,826.00	\$ 19,467.00	\$ 22,598.00	\$ 23,537.00	\$ 26,603.00	\$ 29,691.00	\$ 41,205.00
Real & Personnel Property	534021	\$ 73,960.00	\$ 76,415.00	\$ 69,406.00	\$ 69,316.00	\$ 73,293.00	\$ 78,121.00	\$ 84,661.00	\$ 85,320.00
Total		\$ 673,078.00	\$ 678,584.00	\$ 627,960.00	\$ 634,366.00	\$ 612,059.00	\$ 738,464.00	\$ 792,969.00	\$ 908,769.00
2% Pre payment discount		\$ 13,461.56	\$ 13,571.68	\$ 12,559.20	\$ 12,687.32	\$ 12,241.18	\$ 14,769.28	\$ 15,859.38	\$ 18,175.38
Liability and Property		\$ 659,616.44	\$ 665,012.32	\$ 615,400.80	\$ 621,678.68	\$ 599,817.82	\$ 723,694.72	\$ 777,109.62	\$ 890,593.62
Workers Compensation TPA	534054	\$ 76,974.00	\$ 54,608.88	\$ 71,030.40	\$ 82,132.00	\$ 87,095.00	\$ 86,172.00	\$ 92,579.00	\$ 96,273.00
50302-800566-xxxxxx-465300									
2% Pre payment discount		\$ 1,539.48	\$ 1,092.18	\$ 1,420.61	\$ 1,642.64	\$ 1,741.90	\$ 1,723.44	\$ 1,851.58	\$ 1,925.46
Workers Comp TPA		\$ 75,434.52	\$ 53,516.70	\$ 69,609.79	\$ 80,489.36	\$ 85,353.10	\$ 84,448.56	\$ 90,727.42	\$ 94,347.54
Pre Discount		\$ 750,052.00	\$ 733,192.88	\$ 698,990.40	\$ 716,498.00	\$ 699,154.00	\$ 824,636.00	\$ 885,548.00	\$ 1,005,042.00
TOTAL CONTRIBUTIONS		\$ 735,050.96	\$ 718,529.02	\$ 685,010.59	\$ 702,168.04	\$ 685,170.92	\$ 808,143.28	\$ 867,837.04	\$ 984,941.16



Galveston Police Department

OFFICE OF THE CHIEF

601 54th Street | Galveston, TX | 77551

Chief Vernon Hale III | 409-765-3790 | www.galvestontx.gov/police

Date: October 28th, 2019

To: Brian Maxwell, City Manager

From: Vernon Hale III, Chief of Police

Re: Consider for approval the purchase of eleven (11) Tasers and related items in order to supply officers with Taser equipment for a total price of \$16,093 which will be funded from the Police Academy Minor Equipment fund.

I. Background

- A. The Police Department needs to acquire additional Tasers to issue to officers who are about to complete the police academy. Current stocks are low and Tasers are needed equip these new officers.
- B. The use of the Taser has been proven to result in fewer physical altercations between officers and offenders, 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 the purchase of the Taser and related items.

III. Issues

- 1. Cost – The total cost of the Tasers and related items is \$16,093.
- 2. Timing – This purchase is necessary immediately to issue Tasers to the new police officers.

IV. Alternatives in order of priority

- A. Approve the purchase of Tasers and related equipment.
- B. Do not approve the purchase of Tasers and related equipment.

V. Recommendation





Galveston Police Department

OFFICE OF THE CHIEF

601 54th Street | Galveston, TX | 77551

Chief Vernon Hale III | 409-765-3790 | www.galvestontx.gov/police

Concur in Alternative A and grant approval to purchase the Tasers and related equipment.

VI. Fiscal Impact Report

Requested by:

Chief Vernon Hale III

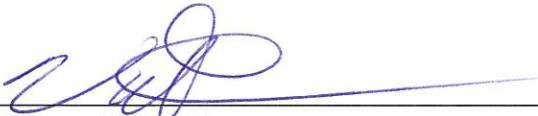
Funding Source:

Police Academy Minor Equipment Fund
(0100-211450-522056-421000)

Cost of Implementation:

\$16,093

Respectfully Submitted,



Vernon Hale III

Approved,

Brian Maxwell
City Manager





Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-233889-43775.796JM

Issued: 11/06/2019



Quote Expiration: 11/30/2019

Account Number: 108408

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO

Xavier Hancock
Galveston Police Dept. - TX
601 - 54TH ST
GALVESTON, TX 77551
US

BILL TO

Galveston Police Dept. - TX
PO BOX 77552-17251
GALVESTON, TX 77551
US

SALES REPRESENTATIVE

Jason Maxwell
Phone: (480) 502-6201
Email: jmaxwell@taser.com
Fax: (480) 378-6152

PRIMARY CONTACT

Xavier Hancock
Phone: 409-797-3806
Email: xhancock@galvestontx.gov

Group1

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
11002	BLACK X26P CEW, HANDLE	11	1,022.00	1,022.00	11,242.00
22012	TPPM, TACTICAL BATTERY PACK, PINKY EXTENDER, X2/X26P	11	62.00	62.00	682.00
11501	RIGHT-HAND HOLSTER, X26P, BLACKHAWK	10	61.00	61.00	610.00
11504	LEFT-HAND HOLSTER, X26P, BLACKHAWK	1	61.00	61.00	61.00
11004	WARRANTY, 4 YEAR, X26P	11	318.00	318.00	3,498.00
Subtotal					16,093.00
Estimated Shipping					0.00
Estimated Tax					0.00
Total					16,093.00
Grand Total					16,093.00

Notes

TX Smart Buy Contract No. 680-A1 use for pricing and terms.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature:	_____	Date:	_____
Name (Print):	_____	Title:	_____
PO# (Or write N/A):	_____		

Please sign and email to Jason Maxwell at jmaxwell@taser.com or fax to (480) 378-6152

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

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Axon Internal Use Only

		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		



City of Galveston

DEPARTMENT OF PARKS AND RECREATION

2222 28TH Street Galveston Texas 77550

409-797-3700

October 1, 2019

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

From: Mario Rabago, Director of Parks and Recreation

RE: Reject the Proposals for RFP 19-02 and Consider for Approval the Bid from Dynamic Sports Construction for Bid 19-007 McGuire Dent Gymnasium Floor Replacement In the Amount Not to Exceed \$79,279.00. Authorizing the City Manager to Execute all Necessary Documents upon Final Approval by the City Attorney.

I. Background

- A. In August of 2017 the 8,532 sq. ft. McGuire Dent Recreation Center gym floor suffered water damage during the Hurricane Harvey storm event.
- B. City staff documented the damage and submitted a claim to TWIA.
- C. City staff received notification of available funding amounts from TWIA.
- D. In October of 2018 RFP 19-02 for the McGuire Dent Rec Center Gymnasium Floor Replacement was advertised.
- E. Upon review of proposals and feedback from vendors it was realized that the scope of services in RFP 19-02 did not limit the replacement floor type to be seamless urethane.
- F. In July of 2019 City staff proceeded with advertising Bid #19-007 to replace the gym floor with a seamless urethane floor.
- G. City staff opened the bids on September 17, 2019.
- H. Staff evaluated the bids and agreed that Dynamic Sports submitted the best bid.

II. Current Situation

- A. City staff is recommending to replace the McGuire Dent Recreation Center gym floor and award the installation of a new seamless urethane sports floor to Dynamic Sports Construction for the amount not to exceed \$79,279.00
- B. The project includes but is not limited to demo and disposal of the existing floor, perform minor fill work, installation of vapor barrier, base mat, wear layer (playing surface), wall base and game lines.
- C. The project will be funded with TWIA proceeds received from a Hurricane Harvey damage claim.
- D. The project is estimated to take fourteen (14) business days to complete.
- E. The project will replace the damaged gym floor with a product that is better suited for high humidity environments and other forms of potential water damage.





City of Galveston

DEPARTMENT OF PARKS AND RECREATION

2222 28TH Street Galveston Texas 77550

409-797-3700

III. Alternatives in order of priority

- A. Reject the proposal from RFP 19-02 and acceptance of the bid from Dynamic Sports Construction for the installation of a new seamless urethane sports floor at the McGuire Dent Recreation Center Gymnasium in the amount not to exceed \$79,279.00
- B. Do not accept the bid. Do not replace the damaged gym floor at the McGuire Dent Recreation Center.

IV. Recommendation

Concur with alternative A and reject the proposal from RFP 19-02 and accept the bid from Dynamic Sports Construction for the installation of a new seamless urethane sports floor at the McGuire Dent Recreation Center Gymnasium in the amount not to exceed \$79,279.00

V. Fiscal Impact Report

Requested by:

Mario Rabago
Director of Parks and Recreation

Funding Source:

Insurance Proceeds - \$79,279.00

Construction Costs

\$73,279.00

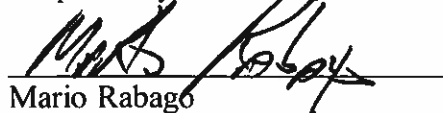
Contingency Allowance

\$6,000.00

Total Cost

Not to Exceed \$79,279.00

Respectfully Submitted,



Mario Rabago
Director of Parks and Recreation

Approved,

Brian Maxwell
City Manager



CONTRACT FOR CONSTRUCTION SERVICES
McGuire Dent Recreation Center Floor Replacement

This Contract (the "Contract") is made and entered into this _____ day of November, 2019 by and between the City of Galveston (the "City"), a Texas home-rule municipality, and **Dynamic Sports Construction, Inc.**, a Texas corporation, located at **301 Sonny Drive, Leander, TX, 78641**.

WHEREAS, the City of Galveston desires to obtain construction services in connection with McGuire Dent Recreation Center floor replacement within the City of Galveston ("City") and Dynamic Sports Construction Inc. ("Company") desires to provide such services; and

WHEREAS, this Agreement between the Parties consist of the terms and conditions set forth herein, and that documents, attached and incorporated for all purposes; Exhibit A identified as the proposal from Company for the following services:

McGuire Dent Recreation Center Floor Replacement
BID 19-007

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

1. SCOPE OF SERVICES: Company will provide supplies and services (the "Work") to the City in connection with the Project, such Work more specifically described in Exhibit A, attached and fully incorporated for all intents and purposes.

2. STANDARD OF CARE: The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

3. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

4. CHANGES: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.

5. TERM: Due to the nature and extent of the Project, the Work is expected to be completed by within 14 business days of notice to proceed, unless sooner terminated under the terms set forth herein.

6. LIQUIDATED DAMAGES: If the Company should neglect, fail, or refuse to complete the work

within the time specified, or any proper extension of time granted by the City, then Company agrees that the City may withhold permanently from Company's total compensation, the sum of \$250.00 per day, not as a penalty, but as liquidated damages for the breach of the contract as set forth for each and every calendar day that the Company is in default after the time stipulated for completing the work.

It is expressly understood and agreed, by and between Company and the City, that the time for the completion of the work described is a reasonable time for the completion of the same, taking into consideration the average climatic change and conditions and usual industrial conditions prevailing in this locality.

The amount for liquidated damages is fixed and agreed upon by and between the Company and the City because of the impracticability and extreme difficulty in fixing and ascertaining actual damages the City would in such event sustain. The amount is agreed to be damages the City would sustain and shall be retained by the City from current periodical estimates for payments or from final payment.

7. ACCESS TO INFORMATION: It is agreed that all information, data, reports and records and maps as are existing, available, and necessary for the carrying out of the work shall be furnished to Company by the City and its agencies. The City and its agencies will cooperate with Company in every way possible to facilitate the performance of the work described in the contract.

8. SCHEDULE AND DELIVERABLES: Company will perform the Work in accordance with the schedules/timetables described in greater detail in the attached Exhibit A. All of Company's reports and data will be submitted to the City in electronic format, using Microsoft Word, Excel, Access, and/or other computer software applications, as specified in Exhibit A.

9. APPROPRIATIONS: The obligations of the City to make payment under this Contract are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.

10. FINAL COMPLETION AND ACCEPTANCE: Within thirty one (31) days after the Company has given the City's Representative written notice that the work has been completed, or substantially completed, the City's Representative and the City shall inspect the work. If

(a) the work is found completed or substantially completed in accordance with the contract documents, and

(b) the Company has provided the City's Representative a set of "as built" drawings, the City's Representative shall issue to the City and Company a certificate of completion. The work shall not be considered "completed" until such time as the certificate has been issued and no certificate shall be issued until the City has been given "as-built" drawings of the project by Company.

Substantial Compliance will be defined as the stage in the progress of the Work where the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work for its intended use.

11. ABANDONMENT BY COMPANY: In case the Company should abandon and fail or refuse to resume work within ten (10) days after written notification from the City or the City's Representative, or if the Company fails to comply with the orders of the City's Representative,

when such orders are consistent with this contract, the City shall notify the Surety on the bond, in writing. The City shall direct the Surety to complete the work and a copy of said notice shall be delivered to the Company.

After receiving a copy of City's notice to the Surety, the Company shall not remove from the job site any machinery, equipment, tools, materials, or supplies, for use on the job, by the City, the Surety of the Company, or another Contractor, for completion of the work. The Company shall not receive any rental or credit for such use. Company agrees and understands that the use of such equipment and materials will ultimately reduce the cost to complete the work and shall be reflected in the final settlement.

In case the Surety should fail to commence compliance with City's notice for completion, within ten (10) days after receipt of such notice, the City may provide for completion of the work in either of the following manners:

- (a) The City may employ such force of workers, use of machinery, equipment, tools, materials and supplies as City may deem necessary to complete the work. City may charge the expense of such labor, machinery, equipment, tools, materials and supplies to Company, and the expense so charged shall be deducted and paid by the City out of monies as may be due, or that may become due to the Company under and by virtue of this agreement. If such expense is less than the sum which would have been payable to Company under this contract, if the same had been completed by the Company, then City shall pay the difference to the Company. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by the Company, then the Company or the Company's Surety shall pay the amount of such excess to the City; or
- (b) The City, under sealed bids, after notice published as required by law, at least twice in a newspaper having a general circulation in the County of location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case of any increase in cost to the City under the new contract, as compared to what would have been the cost under this contract, such increase shall be charged to the Company and the Surety shall be and remain bound therefore. However, should the cost to complete any such new contract prove to be less than that which would have been the cost to complete the work under this contract, the Company and Company's Surety shall be credited with the difference between the new contract and this contract.

When the work has been completed or substantially completed, the Company and Surety shall be so notified and a certificate of completion issued, as provided in paragraph 10.

A complete itemized statement of the contract accounts, certified to by the City's Representative as being correct shall be prepared and delivered to Company and Company's Surety. Upon delivery to the Company or Company's Surety, the Company or Surety shall pay the balance due, if any, as reflected by the statement, within thirty (30) days after the date of certificates of completion. Company and Surety shall be held jointly and severally liable for any balance due.

In the event the statement of accounts shows that the cost to complete the work is less than the cost to the City had the work been completed by the Company under the terms of this contract, or when the Company and Surety shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be released to the Company and/or its Surety. Should the cost to complete the work exceed the contract price, and amount due the City within the time designated, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, City shall mail notice of amounts due, together with an itemized list of such equipment and materials to the Company and its Surety. After mailing such notice, such property shall be held at the risk of the Company and its Surety, subject only to the duty of the City to exercise ordinary care to protect such property.

After fifteen (15) days from the date of receipt of notice, the City may sell all machinery, equipment, tools, materials or supplies and apply the proceeds, less costs and expense of the sale to the credit of the Company and its Surety. Such sale may be made at either public or private sale, with or without notice, as the City may elect. The City shall release any machinery, equipment, tools, materials or supplies which remain on the job site that belong to persons other than the Company or its Surety, to their lawful owners.

12. ABANDONMENT BY CITY: If the City shall fail to comply with the terms of this contract and refuses to comply with such terms within thirty (30) days after the receipt of written notification of failure from the Company, the Company may suspend or wholly abandon the work, and may remove all of its machinery, tools and equipment and all other materials on the ground for which the Company used for the work.

The City's Representative shall make an estimate of the total amount earned by the Company, which estimate shall include the value of all work actually completed by said Company, at the prices stated in the attached proposal, the value of all partially completed work, at fair and equitable price, and the amount of all authorized Extra Work performed at the prices agreed upon or as provided for by the terms of this contract, and a reasonable sum to cover the cost of any provisions made by the Company to complete the work, and which cannot be utilized. The City's Representative shall then make a final statement of the balance due the Company by deducting from the above estimate all previous payments by the City and all other sums that may be retained by the City under the terms of this Agreement. City's Representative shall certify the final statement to the City who shall pay to the Company on or before thirty (30) days after the date of City's receipt of certification, the balance shown by the final statement. In no event shall City owe more than the amount authorized by City Council.

13. BONDS: Company shall be required to furnish a performance bond and payment bond, in accordance with Tex. Gov't. Code, section 2253.001, et seq., in the amount of 100% of the total contract price, in the event the contract price exceeds \$100,000.00 for a performance bond and \$50,000.00 for a payment bond. If the contract price does not exceed \$100,000.00 or \$50,000,

respectively, and payment for work shall be made in one lump sum payment after completion and final acceptance of the work, the City shall not require the statutory bonds.

All bonds, if required, shall be submitted on forms supplied by the Company, and executed by an approved surety company authorized to do business in the State of Texas. It is further agreed that this contract shall not be in effect until such bonds are so furnished and accepted by the City.

14. COMPENSATION: The City shall compensate Company for the Work at the agreed upon *not-to-exceed amount of Seventy-nine thousand two hundred seventy-nine dollars and zero cents. (\$79,279.00).* Company will furnish an invoice to the City detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at P.O. Box 2110, Galveston, TX, 77553. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

15. DEFECTS AND THEIR REMEDIES: It is further agreed that if any part of the work or any material brought on the site for use in the work, is deemed by the City or City's Representative as unsuitable or not in conformity with plans, specifications, and contract documents, the Company shall, after receipt of written notice from the City's Representative, immediately remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract. It is further agreed that any remedial action shall be at Company's expense. No final payment shall be made to Company until that remedial action takes place.

16. INSURANCE REQUIREMENTS: Company shall provide all required City of Galveston certificates of coverage and all renewals throughout the duration of the Project. For each policy except Workers' Compensation protection, Company shall name the City as an additional insured and shall provide that the policy require the insurance carrier to notify the City a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are listed below.

Required Insurance:

- a. Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:
 - \$2,000,000** general liability (includes products and personal, etc.)
 - \$1,000,000** fire damage
 - \$1,000,000** automobile damage
 - \$500,000** workers compensation employers' liability
 - Statutory** limits for workers compensation

Insurance coverage shall be on an “**occurrence basis**”

17. **TERMINATION:** This Contract shall terminate automatically upon completion of the Work by Company. This Contract may be terminated prior to completion of the Work by either party upon 30 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, City shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination, and Company shall turn over to the City all documents, information, and Work produced to said date relating to the Project. Notwithstanding the above, Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Company or its subordinates and the City may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due the City from Company is determined.

18. **FORCE MAJEURE:** No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

19. **INDEMNIFICATION. FOR CONSIDERATION RECEIVED,** Company shall, to the extent allowable, indemnify, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of the city. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

20. **REPORTS AND INFORMATION:** Company, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

21. **INDEPENDENT CONTRACTORS:** The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses

incurred by the other.

22. SUBCONTRACTOR: The term "Subcontractor", includes only those having a direct contract with the Company for performance of work on the project contemplated by these documents. Company shall submit the names and addresses of all proposed subcontractors to the City. Subcontractors may be disqualified by City for the same reason that a Contractor may be disqualified. City shall have no responsibility to any Subcontractor employed by Company for performance of work on the project contemplated by these contract documents, but Subcontractors will look exclusively to Company for any payments due to the Subcontractor.

23. PERMITS: Company shall obtain all necessary permits for completing the project at no costs to the City. All permits shall be visibly posted on the project site. All permits associated with the project shall be sole responsibility of Company.

24. ADJACENT STRUCTURES: Adjacent structures damaged by Company's work on the project must be satisfactorily restored to the City and to the owner of the adjacent structure at Company's cost and at no expense to the City.

25. PROTECTION OF PERSONS AND PROPERTY: Company is responsible for providing protection of persons and property, including safe working conditions throughout the progress of the project.

26. SANITATION: Necessary sanitary conveniences for the use of laborers on the work site, properly screened from public observation, shall be provided, constructed and maintained by the Company in such manner and at such points as shall be approved by the City's Representative. Company shall strictly enforce use of sanitary conveniences. The Company shall at all times keep the premises free from accumulations of debris and at the completion of the work, shall remove all such debris and all tools, scaffolding and surplus materials and shall leave the worksite clean. The work shall be left in good order and condition. In case of dispute or should Company fail to clean the premises, City may remove the debris and charge the cost to the Company.

27. ASSIGNMENT: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

28. CONSTRUCTION: In the event that any provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, and the remaining provisions shall be affected thereby to the least extent possible.

29. NO WAIVER: The failure of any party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Contract.

30. **ENTIRE AGREEMENT:** This Contract incorporates all provisions of the attached proposal for **BID 19-007 McGuire Dent Recreation Floor Replacement** within the City of Galveston, Texas in Exhibit A constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract. The contractor, by signing this agreement, acknowledges the City of Galveston is entering into this contract in its governmental capacity, and not a proprietary capacity.

31. **SEVERABILITY CLAUSE:** The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

32. **ATTORNEY'S FEES:** In the event there is a dispute concerning this Contract, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

33. **APPLICABLE LAW, VENUE, AND JURISDICTION:** This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.

34. **COPYRIGHT:** No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of Company.

35. "Company" by entering into this agreement agrees that City is entering into this agreement through its governmental capacity and not a proprietary one.

36. **NOTICES:** All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Suite 203
P. O. Box 779
Galveston, Texas 77553

Dynamic Sports Construction, Inc
301 Sonny Drive
Leander, TX, 78641

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

Dynamic Sports Construction Inc.

By: _____
Brian Maxwell, City Manager

By: _____
Robert Wolesensky, President

ATTEST:

Janelle Williams, City Secretary

APPROVED AS TO FORM

City Attorney

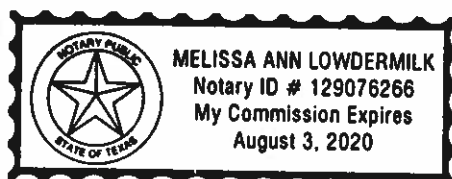
BY EXECUTION OF THIS AGREEMENT, Company ACKNOWLEDGES RECEIPT OF
A COPY OF THIS CONTRACT.

THE STATE OF TEXAS §

Williamson COUNTY §

On this day, BEFORE ME, the undersigned, personally appeared Robert Wolesensky of **Dynamic Sports Construction, Inc.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he, or she executed the same in his, or her capacity, and that by his, or her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25th day of Oct., 2019.



Melissa
Notary Public in and for
The State of Texas

Appendix A – Bid Document

Submittal Checklist: (To determine validity of bid)

☒ Appendix A (pages 9 through 18) must be included in the bid submittal.

☒ Appendix B – G (pages 20 through 26) all forms must be complete and included in the bid submittal.

By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices, and agreeing to their terms:

☒ Appendix B – Conflict of Interest

☒ Appendix C – House Bill 89 Verification

☒ Appendix D – Property Tax Statement

☒ Appendix E – Nepotism Statement

☒ Appendix F – Non-Collusion Statement

☒ Appendix G – Certification Regarding Debarment

☒ Appendix J (pages 30 and all pages requiring signature) must be included in the bid submittal.

All bids submitted to the City of Galveston shall include this page with the submitted Bid.

ITB Number:	19-007		
Project Title:	McGuire Dent Gymnasium Floor Replacement		
Submittal Deadline:	Thursday, September 5, 2019, 10:00am (CST)		
Submit in person: City of Galveston Purchasing Division, 823 Rosenberg St., Room 306, Galveston, Texas 77550 or by mail: City of Galveston Purchasing Division, PO Box 779, Galveston, Texas 77553			
Bidder Information:			
Bidder's Legal Name:	Dynamic Sports Construction, Inc.		
Address:	301 Sonny Dr.		
City, State & Zip	Leander, TX 78641		
Federal Employers Identification Number #	27-0076592		
Phone Number:	512-260-6722	Fax Number:	512-260-9118
E-Mail Address:	bobw@dynamicssportsconstruction.com		
Bidder Authorization			
I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into a contract on behalf of the Bidder.			
Printed Name and Position of Authorized Representative: <u>Robert Wolessensky</u>			
Signature of Authorized Representative: <u>[Signature]</u>			
Signed this <u>13th</u> (day) of <u>Sept.</u> (month), <u>19</u> (year)			

Appendix A – Bid Document (continued)

I. REQUIRED BID INFORMATION. IN ORDER FOR A BID TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, BIDDER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION

1. Proposed Products and/or Services

- A. Product or Service Description: Bidders should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix J. Promotional literature, brochures, or other technical information may be used.
- B. Additional Hardware Descriptions: Bidders should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.
- C. Material Safety Data Sheets (MSDS): If applicable, the successful Bidder shall provide the City with applicable MSDS documentation as required by applicable laws and regulations.
- D. Guarantees and Warranties: Each Bidder shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Bidder with the Bid submitted.
- E. Project Schedule/Delivery Date: Bidder must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the ITB. The Bid Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.
- F. Certain Construction and Installation Projects: Texas Government Code 2252 – Subchapter F – Section 2252.201, 2252.202, and 2252.203. A contract between the vendor and the City of Galveston must comply with the statutes above regarding the purchase of iron or steel products. Any iron or steel product produced through a manufacturing process and used in a project shall be produced in the United States. By signing Appendix A, vendor attests that the material provided is manufactured in the United States. A contract found non-compliant is subject to immediate termination by the City of Galveston.

2. Cost of Proposed Products and/or Services

- A. Pricing: Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Schedule of Pricing: Bidder shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format:

*

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
n/a	8,532sqft	DynaForce	\$ 9.59	\$ 73,255.98
			\$	\$
			\$	\$
		TOTAL ALL LINE ITEMS	\$	\$

3. Bidder's Experience / Staff

* Please see pricing form

- A. **Project Team:** Identify all members of the Bidder's team (including both team members and management) who will be providing any services proposed and include information which details their experience.
- B. **Removal or Replacement of Staff:** If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.
- C. **Business Establishment:** State the number of years the Bidder's business has been established and operating. If Bidder's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;
State the number of years' experience the business has: 15; and the number of employees: 26.
- D. **Project Related Experience:** All Bids must include detailed information that details the Bidder's experience and expertise in providing the requested services that demonstrates the Bidder's ability to logically plan and complete the requested project.

4. References

Bidder shall provide three (3) references where Bidder has performed similar to or the same types of services as described herein. Bidder shall provide references not affiliated with the City of Galveston, or any of its employees.

Reference #1:

Client / Company Name: Gause ISD	
Contact Name: Brad Jones	Contact Title: Superintendent
Phone: 979-279-5141	Email: brad.jones@gausesd.net
Date and Scope of Services Provided: Supply and install 7,973 SQFT of DynaForce flooring over prepared VCT Flooring. Project completed in the summer of 2015	

Reference #2:

Client / Company Name: Bandera Middle School	
Contact Name: Ed Barnes	Contact Title: Facilities Director
Phone: 830-796-6201	Email: ebarnes@banderaisd.net
Date and Scope of Services Provided: Demo Existing flooring and install 6,600SQFT of DynaForce flooring. Project completed in the summer of 2016	

Reference #3:

Client / Company Name: Doyle Recreation Center
--

Contact Name: Dan Root	Contact Title: Facility Manager
Phone: 269-503-9537	Email: droot@sturgusmi.gov
Date and Scope of Services Provided: Demo existing flooring and supply and install 37,000 SQFT of DynaForce. The project was completed 2017	

5. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This bid ___ (does) ___ (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

6. Federal, State and/or Local Identification Information

- A. Centralized Master Bidders List registration number: n/a.
- B. Prime contractor HUB / MWBE registration number: n/a.
- C. An individual Bidder acting as a sole proprietor must also enter the Bidder's Social Security Number: #____-____-____.
- D. Dun and Bradstreet Number - Data Universal Numbering System (DUNS):
05-077-1620
- E. All vendors contracting with the City of Galveston may be required to register, or have an active registration with the System for Award Management (SAM.gov). Registration is free. The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds. Registration must be completed prior to contract award by City Council. Registering online is accomplished on the SAM website here: <https://www.sam.gov/portal/SAM/##11#1>.

7. Cooperative Governmental Purchasing Notice

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this ITB from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

☒ **Yes, Others can purchase purchase.**

☐ **No, Only the City can**

8. Term of Contract and Option to Extend:

Any contract resulting from this bid shall be effective upon execution by the City of Galveston and until work is completed to the satisfaction of the City. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

A. Option Clause: This section left intentionally blank.

B. Escalation Clause: This section left intentionally blank

C. Price Increases Upon Extension: This section left intentionally blank.

9. Emergency Business Services Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **purchasing@galvestontx.gov**.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Galveston procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: Dynamic Sports Construction, Inc.

Contract #: 512-260-6722

Description: Athletic Flooring

Primary Contact (Name): Melissa Lowdermilk

Primary Contact Phone Numbers: Home: _____ Cell: 512-635-5481

Secondary Contact (Name): Robert Wolesensky

Secondary Contact Phone Numbers: Home: _____ Cell: 512-260-6722

After Hours emergency opening fee, if applicable: \$ 0

II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE BIDDER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED BID, ANY CONTRACT RESULTING FROM THIS ITB WILL

CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH BIDDER HEREBY ACKNOWLEDGES, AND TO WHICH BIDDER AGREES BY SUBMITTING A BID.

1. Delivery of Products and/or Services

- A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: accountspayable@galvestontx.gov. See Appendix I for ACH Payment Information, if you elect to receive your payments according to Appendix I, fill out the form and return with your documents.
- B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Bid, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. Late Delivery or Performance: If Bidder fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Bidder, who agrees to pay such costs within ten days of invoice.
- D. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Bidder. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Bidder at no additional cost to the City.
- E. Excess or Incorrect Commodities: Products or materials delivered in error or in excess of the quantity ordered shall be returned at the successful Bidder's expense, unless otherwise agreed to in writing by the City.
- F. Title to Goods and Risk of Loss: For goods to be provided by Bidders hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.
- G. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.

H. Liquidated Damages: The parties agree that, if the Project is not completed within the time specified plus any extensions of time allowed pursuant thereto, the actual damages sustained by the Owner because of any such delay will be uncertain and difficult of ascertainment, and that the reasonable foreseeable value of the use of said project by the Owner would be the sum of \$250.00 per calendar day. The Contractor therefore agrees to pay, and the Owner agrees to accept, as liquidated damages and not as a penalty, the sum of \$250.00 per calendar pay for each day's delay in fully completing said project beyond the time specified in the Contract and any extensions of such time allowed there under.

I. Change Orders: per Texas Local Government Code Sec. 252.048. CHANGE ORDERS. (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.

(b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

(c) If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.

(c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of \$100,000 or less, or a lesser amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.

(d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

2. **Miscellaneous**

A. Independent Contractor: Bidder agrees that Bidder and Bidder's employees and agents have no employer-employee relationship with City. Bidder agrees that if Bidder is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.

B. Assignments: The rights and duties awarded the successful Bidder shall not be assigned to another without the written consent of the Purchasing Supervisor. Such consent shall not relieve the assigner of liability in the event of default by the assignee.

C. Liens: Bidder shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Bidder or Bidder's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

D. Gratuities / Bribes: Bidder certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative, to any City officer, employee or elected representative, with respect to this ITB or any contract

with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract

- E. **Financial Participation:** Bidder certifies that it has not received compensation from the City to participate in preparing the specifications or ITB on which the Bid is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. **Required Licenses:** Bidder certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. **Authority to Submit Bid and Enter Contract:** The person signing on behalf of Bidder certifies that the signer has authority to submit the Bid on behalf of the Bidder and to bind the Bidder to any resulting contract.
- H. **Authority to Enter Contract – City:** The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include "approved as to form" and be signed by the City Attorney before the City Manager will execute the contract. Neither Division heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Division heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, Division heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City's Legal Division prior to being signed by the City Manager, (City's authorized representative).
- I. **Compliance with Applicable Law:** Bidder agrees that the contract will be subject to, and Bidder will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.
- J. **Non-Discrimination:** During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin. (3) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

3. Financial Responsibility Provisions

A. **Insurance:** The Bidder, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Services, Appendix J) as City may require, naming the City of Galveston as the additional insured:

- i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
- ii. Commercial General Liability insurance for at least One Million Dollars (\$1,000,000) on a per occurrence basis, with a Two Million (\$2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;
- iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;
- iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Services.

Insurance coverage shall be on an "occurrence basis"

B. **Indemnification:** In Accordance with State Law, the contractor agrees to indemnify, save, and hold harmless the City of Galveston, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgments, or liabilities, for personal injury, death, or property damage resulting from the acts or omissions of anyone under the contractor's supervision or control.

In the event of any cause of action or claim asserted by a party to this agreement or any third party, the City will provide the contractor with timely notice of such claim, dispute or notice. Thereafter, the contractor shall at its own expense, faithfully and completely defend and protect the City against any and all liabilities arising from this claim, cause of action, or notice.

- i. **Indemnity for Intellectual Property:** Bidder hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

C. **Bond Requirements:** If applicable, per the Scope of Work, prior to the commencement of work on this Project, Bidder shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, unless otherwise stated below:

- i. Bid bonds are required for bids over \$25,000.00 in the amount of 5% of the total bid amount. This must be issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, or a Cashier's Check.
- ii. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;
- iii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and
- iv. A maintenance bond insuring full and prompt maintenance, repair and/or replacement of the goods to be provided by Bidder for a period of two years from date of acceptance by the City.

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer's family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4A and 4B development corporations;
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Galveston who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer's family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a "Conflict of Interest Questionnaire" (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding "employment or business relationships" with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Division. *The Finance Division is required by law to post the statements on the City's website.*

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE
USE
ONLY**Date
Received**1. Name of person who has a business relationship with local governmental entity.****2. ☐ Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.none

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
☐ Yes ☐ No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
☐ Yes ☐ No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
☐ Yes ☐ No
- D. Describe each employment or business relationship with the local government officer named in this section.

4.

Signature of person doing business with the governmental entity

09.06.19
Date

Adopted 06-29-2007

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix C - House Bill 89 Verification

Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.
3. Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

I, Robert Wolesensky (Person name), the undersigned representative of (Company or

Business Name) Dynamic Sports Construction, Inc. (hereinafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

- a. Does not boycott Israel currently; and
- b. Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Galveston, Texas.

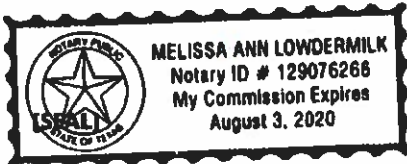
09.06.19
DATE

[Signature]
SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF TX §
COUNTY OF Williamson §

On this day, BEFORE ME, the undersigned, personally appeared Robert Wolesensky, the president of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of Sept., 2019.



[Signature]
NOTARY PUBLIC in and for the
State of TX

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

Appendix D – Property Tax Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
"NON-RESPONSIVE."**

The City of Galveston, Texas has adopted the following policy:

The City of Galveston will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

☒ I do not owe the City property taxes that are delinquent.

☐ I owe City property taxes that are delinquent on property located at

Dynamic Sports Construction, Inc.

Bidder's Printed or Typed Name

Bidder's Signature

09.06.19

Date

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix E – Nepotism Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR BID OR PROPOSAL "NON-RESPONSIVE."

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Bidder or Proposer is an individual:

_____ I am not related by blood or marriage to any official or employee of the
City of Galveston

_____ I am related by blood or marriage to the following official(s) or employee(s)
of the City of Galveston

Name and title of City Official

Or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

☒ The officers of the company submitting this bid or proposal are not related by
blood or marriage to any official or employee of the City of Galveston.

_____ The officers of the company submitting this bid are related by blood or marriage to the
following official(s) or employee(s) of the City of Galveston.

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix F – Non-Collusion Statement

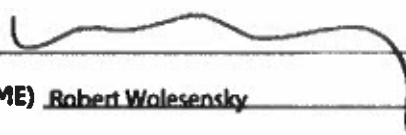
THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID IN COLLUSION WITH ANY OTHER BIDDER, AND THAT THE CONTENTS OF THIS BID AS TO PRICES, TERMS OR CONDITIONS OF SAID BID HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID.

VENDOR Dynamic Sports Construction, Inc.

ADDRESS 301 Sonny Dr. Leander, TX 78641

PHONE 512-260-6722

FAX 512-260-9118

BIDDER (SIGNATURE) 

BIDDER (PRINTED NAME) Robert Wolesensky

POSITION WITH COMPANY President

**SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THIS BID** _____

**COMPANY OFFICIAL
(PRINTED NAME)** Robert Wolesensky

OFFICIAL POSITION President

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

Appendix G – Document 00435
The City of Galveston, Texas

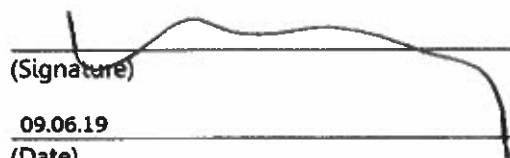
**DOCUMENT 00435, REQUIRED BY ALL BIDDERS WHO WILL RECEIVE FEDERAL FUNDS IN
PAYMENT OF PROCUREMENT.**

**BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION (49 CFR PART 29)**

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Division or agency. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

Robert Wolesensky
(Printed or typed Name of Signatory)


(Signature)

09.06.19
(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix H – No Intent to Submit Form

If your firm has chosen not to submit a bid for this procurement, please complete this form and submit to:

City of Galveston
Purchasing Division
PO Box 779
Galveston, Texas 77553

City of Galveston
Purchasing Division
823 Rosenberg St. Room 306
Galveston, Texas 77550

Please check all items that apply:

- | | |
|---|---|
| ☐ Do not sell the item(s) required | ☐ Cannot provide Insurance required |
| ☐ Cannot be competitive | ☐ Cannot provide Bonding required |
| ☐ Cannot meet specifications highlighted in the attached request | ☐ Cannot comply with Indemnification requirement |
| ☐ Job too large | ☐ Job too small |
| ☐ Do not wish to do business with the City of Galveston | ☐ Other: _____ |
| ☐ Cannot submit electronically | |

COMPANY NAME (Please print): _____

Authorized Officer Name (Please print): _____

Telephone: (____) _____

Fax: (____) _____

You may also email this form to: purchasing@galvestontx.gov.

Appendix I – ACH Form



The City of Galveston would like to thank you for the services you and your company have provided for us in the past, present, and in the future. For those services provided you have more than likely received payments via a paper check in the mail. As we all know, that process is slow, inefficient, and costly for us and for you as the recipient.

Mail can be delayed, lost, or even stolen causing payments to be late and we may then face penalties and late fees. The City of Galveston would like to streamline our payment process with electronic payments. These payments will be transferred electronically from our financial institute to your financial institute. The process will get your payments to you in a quicker, more reliable, and more efficient manner.

If you would like to sign up to start receiving all of your payments via ACH / Wire Transfers, please fill out the authorization forms and return to the City of Galveston Finance Division.

Please email to:

accountspayable@galvestontx.gov

Or mail to:

City of Galveston
Finance Division
P.O. Box 779
Galveston, TX 77553

If you have any questions or concerns, please do not hesitate to call Accounts Payable at 409.797.3569. Please put the Purchase Order Number on your invoices to ensure prompt payment. Again, we appreciate you and the services your business provide for the City of Galveston.

Sincerely,

A handwritten signature in black ink, reading "Michael W. Loftin".

Michael W. Loftin
Assistant City Manager – Finance



City of Galveston

ACH Payment Agreement Form

Authorization Agreement

I hereby authorize the City of Galveston to initiate ACH deposits to my account at the financial institution named below.

Further, I agree not to hold the City of Galveston responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution, or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until the City of Galveston receives a written notice of cancellation from me or my financial institution, or until I submit a new ACH Payment Agreement Form to the City of Galveston Finance Department.

Account Information

Name of Financial Institution: _____

Financial Institute Address: _____

Routing Number: _____

Account Number: _____

SWIFT Code: (if applicable) _____

Executed agreement must include a confirmation of the banking information from an Authorized Bank Official on bank letterhead with the Authorized Bank Official's business card.

Signature

Company Name: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Contact Phone Number: _____

Date: _____

FOR CITY USE ONLY:

Verified by: _____ Date Verified: _____

Appendix J – Scope of Services

1. Project Title: BID 19-007 McGuire Dent Gymnasium Floor Replacement

2. Scope of Services Contact

Questions about the technical nature of the Scope of Services will be directed to the **Purchasing Division**, e-mail: purchasing@galvestontx.gov.

3. Special Conditions

Project duration to final project completion: 14 days

Project budget: \$95,000.00

A bid bond of 5% of the total amount proposed is required for this project. Performance and Payment Bonds are required at the time the contract is executed by the awarded vendor.

All copies, including media source, must be the same as the original proposal and include all documents, including correct pricing. Pricing on copies must be the same as the original submittal document, including the document on the media source. Failure to include the above may result in the disqualification of the submittal.

Bid must be submitted in the following order: (bound copies should be spiral, comb, or binder clipped)

- A. Required Documents – Appendix A, Appendix B, Appendix C, Appendix D, Appendix E, Appendix F, Appendix G, Appendix J, and Acknowledgement of Addenda
- B. Bid Bond
- C. Price Sheet
- D. Statement of Bidders Qualifications
- E. References

Failure to follow the above order may result in the disqualification of the submittal.

4. Bid Evaluation Factors

Factor
Price
Vendor Past Performance
Meets Specifications

5. Brand Manufacture Reference

The City has determined that any manufacturer's brand defined in the Scope of Services meets the City's product and support need. The manufacturer's reference is not intended to be restrictive, and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Bid is fully noted with

the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

6. Key Events Schedule

Bid Release Date	July 22, 2019
Pre-Bid Conference	August 14, 2019 @ 10:00 a.m. CST
Deadline for Submittal of Written Questions	August 23, 2019 @ 2:00 p.m. CST
Sealed Bids Due to and Opened by City	September 5, 2019 @ 10:00 a.m. CST
Anticipated Committee Evaluation Review Date	October 2019
Anticipated Award Date	October 2019

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7. Scope of Services

McGuire Dent Recreation Center Gym Floor Scope of Services

GENERAL INFORMATION

The City of Galveston is requesting Bids, from qualified vendors, to provide Installation of a new seamless non-porous urethane sports floor measuring approximately 8,532 sq. ft. at McGuire Dent Recreation Center Gymnasium, as follows:

Installation of new seamless non-porous urethane sports floor at the McGuire Dent Recreation Center Gymnasium and all incidentals as indicated by the drawings and specifications or as required to properly complete the project as planned.

In order to be considered for this project, the proposer must meet the following conditions:

1. Have successfully completed a minimum of three (3) projects of similar scope and complexity over the past five (5) years.
2. Must be able to document the required experience within three (3) days of the City's request.

TECHNICAL SPECIFICATIONS

REPLACEMENT OF GYMNASIUM FLOOR AT THE MCGUIRE DENT RECREATION CENTER

Work shall include all materials, labor, equipment, supervision, accessories and incidentals for the removal of the existing synthetic floor, legal disposal of all debris and installation of a new multifunctional seamless non-porous urethane sports floor suitable for a wide range of typical indoor activities, complete with gym floor striping identical to the striping placement currently on the existing flooring.

PART 1 GENERAL DESCRIPTION

1. DESCRIPTION

A. Scope

1. Complete removal and proper disposal of existing flooring and wall base
2. Removal and re-installation of existing bleachers
3. Preparation of base surface including all necessary fill work
4. Complete installation and seal of 7MM base mat
5. Complete installation of a vapor/moisture barrier
6. Complete installation of 2MM seamless wear layer
7. Complete installation of a seamless top pour waterborne polyurethane self-leveling elastomer surface
8. Complete installation of new wall base
9. Layout and paint game lines as specified by City/owner or designee
10. Clean up and inspection with City/owner or designee

2. QUALITY ASSURANCE

A. Material Supplier Qualifications

1. Material supplier(s) shall have a minimum three (3) years verifiable distribution and service history for the bid specified flooring products.
2. Material supplier shall operate and maintain a technical service department and provide factory certified installation training.

B. Contractor/Installer Qualifications

1. Flooring Contractor (installer) must be able to evidence satisfactory completion of a minimum of three (3) projects of similar size and scope within three (3) days of the City's request.
2. Contractor shall be factory trained and shall submit a certification or approval letter from a bid specified material distributor or manufacturer within three (3) days of the City's request, indicating they are a current approved installer of the flooring system the Contractor has proposed to install.

3. SUBMITTALS OF SAMPLES

Contractor shall provide the following items to the Purchasing Division within three (3) days of City's request, and at no additional cost to City:

- A. Material Product Data: Three (3) copies.
- B. Samples: One sample of product.
- C. Maintenance Literature: Three (3) copies of product maintenance instructions

4. DELIVERY AND STORAGE

1. Materials will not be delivered until the gymnasium is closed for activities. Time will be mutually agreed upon by the City and Contractor.

5. WARRANTY

- A. Contractor shall provide material warranty indicating all materials to be free from manufacturing defects for a minimum period of five (5) years after project acceptance.
- B. Contractor / Installer shall warrant all installation work from defect in materials and workmanship for a period of five (5) years after project acceptance.

PART 2 - PRODUCTS

2. MATERIALS

A. Acceptable, and suggested, prefabricated synthetic flooring systems are; (or approved equal)

1. Action Flooring Herculan ME KH 3 + 2, ¼ "thickness
2. Robbins Pulastic 4 + 2, ¼ "thickness
3. Mondo Advance ¼ "thickness

4. Connor Sport Pro ¼ "thickness

B. Adhesive

1. Prefabricated sport surface adhesive shall be a two-part polyurethane or epoxy adhesive suitable for adherence of sheet goods to concrete substrate and to support panel as scheduled. Adhesive shall meet sport surface manufacturer requirements.
2. Adhesive formulation shall permit addition of inert filler to correct minor substrate variations. Inert filler shall be approved by sport surface manufacturer and adhesive formulator, as applicable.

C. Lane and Line Marking

1. Line and lane marking paint and primer shall be supplied by sport surface manufacturer or as approved by the sport surface manufacturer.

PART 3 – EXECUTION

3. GENERAL

- A. Complete removal and proper disposal of existing flooring and wall base
- B. Removal and re-installation of existing bleachers
- C. Complete installation of a vapor/moisture barrier
- D. Install flooring system in strict compliance with flooring manufacturer's printed instructions and recommendations
- E. Coordinate finished height with adjoining finishes; maximum allowable variation is 1/8 "in 10'-0"
- F. Complete installation of new wall base

3.1 PREPARATION

City of Galveston Bid 19-007 McGuire Dent Recreation Center Gym Floor

- A. Broom clean or vacuum surfaces to be covered and inspect sub-floor. Start of flooring installation indicates acceptance of sub-floor conditions and full responsibility for completed work.
- B. Use leveling compound as recommended by flooring manufacturer for filling small cracks and depressions in sub-floor. Make level and exact depth of flooring assembly thickness.
- C. Apply concrete slab primer, if recommended by flooring manufacturer, prior to application of adhesive. Apply in accordance with manufacturer's directions.

D. Remove existing bleachers.

3.2 APPLICATION OF ADHESIVES

A. Mix and apply adhesives in accordance with manufacture' instructions.

B. Apply uniformly over surface. Do not soil walls, bases or adjacent areas with adhesives. Promptly remove any spillage.

3.3 INSTALLATION

A. Lay flooring materials in strict accordance with flooring manufacturer's specifications and recommendations approved with shop drawings.

B. Immediately after completion of prefabricated sport surface installation, final work area to receive lane and line marking for basketball, volleyball, badminton, and pickle ball as indicated. Application of markings to be in accordance with manufacturer's most recent recommendations using approved paint materials. Application of markings to be accurate and consistent with the enclosed diagram. Completed installation to conform to the requirements and tolerances of the National Collegiate Athletic Association or the National Federation of High School Associations, and United States of America Pickle ball Association.

C. Re-install bleachers.

3.4 CLEANING AND PROTECTION

A. Upon completion herein, clean all finished sport surfaces so they are free of foreign matter. Comply with manufacturer's instructions and recommendations.

B. Remove all excess waste materials from area of work.

C. Protect the finished work until approval for release by the installer and acceptance by the owner.



CITY OF GALVESTON – BID # 19-012
ADDENDUM 1
McGurie Dent Gymnasium Floor

Date: 8/14/2019
To: Prospective Bidders
Subject: Addendum No. 1
Updated Warranty Requirements

This addendum forms part of the bidding and contract documents and modifies the original bidding documents dated 7/22/2019. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT BIDDER TO DISQUALIFICATION.

- A. Please see updated warranty requirements below.
- I. Contractor shall provide material warranty indicating all materials to be free from manufacturing defects for a minimum period of ten (10) years after project acceptance.
 - II. Contractor / Installer shall warrant all installation work from defect in materials and workmanship for a period of ten (10) years after project acceptance.

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.



Authorized Signature



Date

Robert Wolesensky
Printed Name

Dynamic Sports Construction, Inc.
Company Name

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID



CITY OF GALVESTON – BID # 19-0007
ADDENDUM 2
McGulre Dent Gymnasium Floor

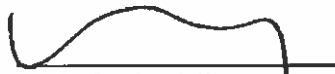
Date: 8/23/2019
To: Prospective Bidders
Subject: Addendum No. 2
Closing Date and Question Deadline

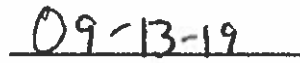
This addendum forms part of the bidding and contract documents and modifies the original bidding documents dated 7/22/2019. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT BIDDER TO DISQUALIFICATION.

The question deadline and Bid closing date for this solicitation has been extended. Please see details below:

- A. **Question Deadline:** 2:00 P.M.(CST), Friday, September 5, 2019
- B. **Bid Closing Date:** 10:00 A.M.(CST), Tuesday, September 10, 2019.

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.


Authorized Signature


Date

Robert Wolesensky
Printed Name

Dynamic Sports Construction, Inc.
Company Name

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID



CITY OF GALVESTON – BID # 19-012
ADDENDUM 3
McGuire Dent Gymnasium Floor

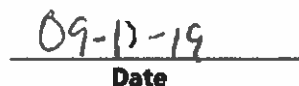
Date: 8/29/2019
To: Prospective Bidders
Subject: Addendum No. 3
Updated Bid Bond Document

This addendum forms part of the bidding and contract documents and modifies the original bidding documents dated 7/22/2019. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT BIDDER TO DISQUALIFICATION.

Please see updated Bid Bond .

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.


Authorized Signature


Date

Robert Wolesensky
Printed Name

Dynamic Sports Construction, Inc.
Company Name

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID



CITY OF GALVESTON – BID # 19-012
ADDENDUM 4
McGuire Dent Gymnasium Floor

Date: 9/5/2019
To: Prospective Bidders
Subject: Addendum No. 4
Due Date Change

This addendum forms part of the bidding and contract documents and modifies the original bidding documents dated 7/22/2019. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT BIDDER TO DISQUALIFICATION.

The bid closing date has been extended to September 17, 2019 @ 10:00 a.m. CST.

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.



Authorized Signature

09.13.19

Date

Robert Wolesensky

Printed Name

Dynamic Sports Construction, Inc.

Company Name

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID



CITY OF GALVESTON – BID # 19-012
ADDENDUM 5
McGuire Dent Gymnasium Floor

Date: 9/5/2019
To: Prospective Bidders
Subject: Addendum No. 5
Revised Scope & Questions and Answers

This addendum forms part of the bidding and contract documents and modifies the original bidding documents dated 7/22/2019. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT BIDDER TO DISQUALIFICATION.

Questions & Answers:

For the Fill Work during the preparation stage, how can we place an accurate bid on the fill work needing to be done? We have not looked underneath of the mat therefore we do not know the condition of the subfloor/slab? The amount of fill work is unknown. No anticipation of issues with the slab; contingency percentage would be appropriate.

Also, we would like to know if asbestos was used in the floor when they built and installed the current gym floor? Not likely. The gymnasium was built 2009.

Finally, just to verify, you guys are not wanting a logo, correct? I did not see anything in the bid calling for a logo, but I just thought I would ask. No Logo

See the attached revised scope of work; only sections with changes have been listed – must be incorporated to original solicitation.

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.


Authorized Signature

09.13.19
Date

Robert Wolesensky
Printed Name

Dynamic Sports Construction, Inc.
Company Name

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID

BID BOND

THE STATE OF TEXAS

SURETY'S NO. BID BOND

KNOWN ALL MEN BY THESE PRESENT, THAT Dynamic Sports Construction, Inc.

_____ of the City of

Leander, County of Williamson, and State of Texas

as Principal, and Merchants Bonding Company (Mutual), as Surety,

Are held and firmly bound unto the City of Galveston, Texas, a home rule municipal corporation of Galveston County, Texas, as Obligee, in the amount of:

Five Percent of Total Amount Bid

_____ (written amount); (\$ ---\$%---),

DOLLARS for payment whereof the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid to enter into a certain written contract with the Obligee for:

McGuire Dent Gymnasium Floor Replacement

NOW, THEREFORE, the condition of the obligation is such that if the Principal shall faithfully enter into such written contract, then this bid bond shall be void; otherwise this bid bond shall remain in full force and effect.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that if the Principal withdraws its Bid any time after such Bid is opened and before official rejection of such Bid by Obligee or, if the Principal is successful in securing the award of the contract, and fails to enter into the Contract or furnish satisfactory Performance and Payment Bonds (if required), the Obligee, in either of such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damages.

*****Without regard to any warranty required by the specifications, if the contract is awarded to the bidder, Surety's obligation to Obligee under the performance bond for warranty and/or latent defect claims shall extend only to claims filed by Obligee against Surety within two years from the date on which Obligee terminates the contract, should that occur, or within two years from the date contractor completes its work under the contract, whichever date occurs first. It is understood that performance of post completion warranty work shall not extend the term of the Surety's two year warranty.**

PROVIDED, further that if any legal action is filed upon this Bond, venue shall lie in Galveston County, State of Texas.

IN WITNESS THEREOF, the Principal and Surety does sign and seal this instrument.

This 10th **day of** September **2019.**

Dynamic Sports Construction, Inc.

Principal

By 

Address 301 Sonny Drive

Leander, TX 78641

Merchants Bonding Company (Mutual)

Surety

By 

Nicole L. McCollam, Attorney-in-Fact

Address P.O. Box 14498

Des Moines, IA 50306-3498

APPROVED AS TO FORM:

Office of the City Attorney

NOTE: Attach Power of Attorney



1705 17th Street, Suite 100
Denver, CO 80202
Phone 303.534.4567

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Brandi J Tetley; Jennifer L Ciampert; Jessica Jean Rini; Kristen L McCormick; Michael Lischer Jr; Nicole L McCollam; Robert J Reiter; Robert L Cohen; Sarah Finn; Sheryl Shaw

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 16th day of February, 2018.



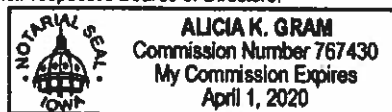
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 16th day of February 2018, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 10th day of September, 2019.



William Warner Jr.
Secretary

POA 0018 (3/17)

PRICING FORM:

The Offeror shall submit a detailed price breakdown. The price breakdown as reviewed and agreed upon by the CONTRACTOR, ENGINEER and OWNER shall be used for preparing future estimates for partial payments to the CONTRACTOR, if applicable and shall list the major items of the work and a price for each item. Price breakdown shall be by Specification Section for each area of the project. Overhead, other general costs, and profit shall be prorated to each item so that the total of the prices for all items equals the lump sum price. The price breakdown shall be subject to the review of the PROJECT MANAGER, and the CONTRACTOR may be required to verify the prices for any or all items.

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
1	1	Mobilization and Demobilization	\$ 0.12	\$ 1,023.84
2	1	Removal and Disposal of Existing Floor	\$ 0.84	\$ 7,166.88
3	1	Site Preparation Including All Necessary Fill Work	\$ 0.32	\$ 2,730.24
4	1	Installation of Vapor/Moisture Barrier	\$ 1.87	\$ 15,954.84
5	1	Installation of Base Mat, Seamless Wear Layer, Seamless Top Pour Self-Leveling Elastomer Surface	\$ 5.05	\$ 43,086.60
6	1	Floor Marking/Layout and Game Lines as Specified by Owner	\$ 0.24	\$ 2,047.68
7	1	Complete Installation of New Wall Base	\$ 1.05	\$ 392.70
8	1	Site Clean-up and Proper Disposal of Materials	\$ 0.10	\$ 853.20
TOTAL ALL LINE ITEMS			\$ 9.59	\$ 73,255.98

1. The undersigned Offeror proposes and agrees, if this bid is accepted, to enter into a contract with the City to perform and furnish all Work as specified herein for the Contract Price and within the Contract Period indicated in this proposal.
2. This proposal will remain subject to acceptance for ninety (90) days after the day of opening. Offeror will sign and submit the necessary documents required by the City prior to the date of the City's Award.

Authorized Representative (print name): Robert Wolessensky Date: 09.13.19

Authorized Representative (signature):  Title: President

Supply and Install DynaForce as equal to the products specified. Pricing is based upon the current flooring being non hazardous

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

Date: 09.06.19
Bidder (Legal Name of Firm): Dynamic Sports Construction, Inc.
Date Organized: 01.13.04
Name of Owner(s):
Address: 301 Sonny Dr. Leander, TX 78641

Date Incorporated: 01.13.04
Federal ID Number: 27-0076592
Number of Years in contracting business under present name: 15
List all other names under which your business has operated in the last 10 years:

Work Presently Under Contract:

Contract	Amount \$	Completion Date
Hug HS	\$92,570.00	09/09/19
George Hess Educational Complex	\$69,177.00	09/6/19
Tuscaloosa 2 Tracks	\$450,062.00	09/14/19

Type of work performed by your company: Athletic Surfacing

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):
26 Total staff: 2 managers, 1 operations, 1 sales, 3 admin 9 Foreman and 10 laborers

Have you ever failed to complete any work awarded to you? Yes ☒ No
(If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract? Yes ☒ No
(If yes, please attach summary of details on a separate sheet.)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five year period or is still in effect? Yes ☒ No

(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.)

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount \$	Mo/Yr Completed
Bremen USD #228 4 Field Houses	\$1,809,768.00	August 2019
Powder School District - Olander	\$127,156.00	August 2019
St. Paul School	\$127,000.00	August 2019

Major equipment available for this contract: all small hand tools

Are you in compliance with all applicable EEO requirements? ☒ Yes ☐ No
(If no, please attach summary of details on a separate sheet.)

Are you a Section 3 business? (see below) ☐ Yes ☒ No
Section 3 Business Concerns:
a) Businesses that are 51 percent or more owned by Section 3 residents;

- b) Businesses whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the firm were Section 3 residents;
 c) Businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar amount of all subcontracts to be awarded to businesses that meet the qualifications described above; or
 d) Businesses located within the Grant Recipient's jurisdiction that identifies themselves as Section 3 Business Concerns because they provide economic opportunities for low- and very low income persons.

Bank References Regions Bank

Address: 401 N. Bell Blvd Contact Name: Yolanda Ornelas
 City & State: Cedar Park, TX Zip: 78613 Phone Number: 737-931-1920
 Credit available: \$ n/a

Has the firm or predecessor firm been involved in a bankruptcy or reorganization? Yes ☒
 (If yes, please attach summary of details on a separate sheet.)

List on a sheet attached hereto all judgements, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description. none

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

Dynamic filed suit in California in 2017 to collect money owed by a general contractor for sums due on a project.
 Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project. See attached

Signed this 13th day of Sept., 2019.

[Signature]
 Signature

Robert Wolesensky, President
 Printed Name and Title

Dynamic Sports Construction, Inc.
 Company Name

Notary Statement:

Robert Wolesensky, being duly sworn, says that he/she is the President Position/Title
of Dynamic Sports Construction, Inc. (Firm Name), and hereby swears that the answers to the foregoing questions and all statements therein contained are true and correct. He/she hereby authorizes and requests any person, firm, or corporation to furnish any information requested City/County of Leander in verification of the recitals comprising this Statement of Bidder's Qualifications.

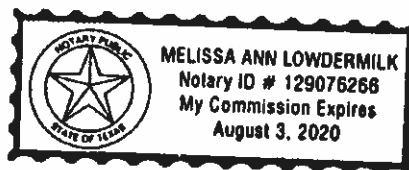
Subscribed and sworn before me this 13th day of Sept., 2019.

Notary Public

[Signature]
 Signature

Melissa Lowdermilk
 Printed Name

My Commission Expires: 8-3-20



The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.



Resume of Principal and Superintendent:

Robert Wolesensky, President

- 25 years of experience in the sports construction, sports products and sports surfacing industry. Mr. Wolesensky began working in the sports surfacing industry in 1992 and his experience includes operations, project management, sales, legal, human resources and financial experience.
- Robert Wolesensky has been the President of Dynamic Sports Construction, Inc. since its incorporation in 2004 and has managed several hundred sports surfacing projects including several hundred hybrid sports surfacing projects.
- Project Responsibility: Managing crews, architect/contractor/owner meetings and correspondence, estimating, manage day to day responsibilities of Dynamic

Jesus Delgadillo, Project Superintendent

- Mr. Delgadillo has over 20 years of experience in the athletic surfacing and construction industry. Mr. Delgadillo has been a member of the Dynamic team since Dynamic opened its doors in 2004 and prior to that worked in the track and indoor surfacing divisions of SRI Sports.
- Mr. Delgadillo experience includes the on-site supervision of projects and installation of outdoor and indoor running track surfaces of all types. Mr. Delgadillo has personally been the project superintendent for the installation of more than 1,500,000 square feet of sports surfacing systems.
- Project responsibility includes job site supervision, managing job crews, site meetings and site safety.

Bid Reference Number: 19-007
McGuire Denton Recreation Center Floor Replacement

Proposed Products and/ Or Services

A. Product or Service Description:

Proposed System: DynaForce®

- Our DynaForce® system utilizes a hybrid design, the base layer of our system is a recycled rubber sheet product with a seamless fluid applied wear layer. The wear layer of our system is a 2mm seamless fluid applied product.
- Our DynaForce® system is finished with a waterborne polyurethane finish that provides traction very similar to a wood sports floor but, yet it has the durability needed for use of the floor for non-sports related events without the need for a protective cover and it does not require annual maintenance like a wood floor.
- Our DynaForce® system has a very "green" design and it is proudly 100% made in the USA. It utilizes over 75% recycled content; rapidly renewable resources and all of the system components are zero and ultra-low VOC (in fact our DynaForce® system has been third party certified for indoor air quality and meets even the stringent California standards for indoor air quality in schools – a copy of this is enclosed).
- In addition to the great performance and value our DynaForce® system provides initially, it has a great life cycle cost due to the fact it does not require regular refinishing like a wood floor and once it has reached its "initial" phase of use (typically after 12 to 15 years) it merely needs to be resurfaced. The resurfacing process is accomplished by applying a new wear layer over the system versus having to tear the system out and start over like you typically have to do with a pre-fab sheet system. This saves money and keeps the floor from filling up a landfill.

**** Please see the attached product brochures and VOC Certificate**

B. Additional Hardware Description:

- None

C. Material Safety Data Sheets

- See attached

D. Guarantees and Warranties:

- See attached

E. Project Schedule/ Delivery Date:

Day 1 to 3: Demo Existing athletic flooring
Day 4 & 5: Do any minor fill work and lay base mat
Day 6 & 7: Seal base mat
Day 8: Pour resin
Day 9: Prepare surface for top coat
Day 10: Coat Floor
Day 11& 12: Layout and paint Gamelines
Day 13: Clean up and walk the floor with the owner

Proposer's Experience/ Staff:

A. Project Team:

Robert Wolesensky, President

- 25 years of experience in the sports construction, sports products and sports surfacing industry. Mr. Wolesensky began working in the sports surfacing industry in 1992 and his experience includes operations, project management, sales, legal, human resources and financial experience.
- Robert Wolesensky has been the President of Dynamic Sports Construction, Inc. since its incorporation in 2004 and has managed several hundred sports surfacing projects including several hundred hybrid sports surfacing projects.
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- Mr. Delgadillo experience includes the on-site supervision of projects and installation of outdoor and indoor running track surfaces of all types. Mr. Delgadillo has personally been the project superintendent for the installation of more than 1,500,000 square feet of sports surfacing systems.
- Project responsibility includes job site supervision, managing job crews, site meetings and site safety.

B. Removal or Replacement of Staff

- Dynamic Sports Construction, Inc. agrees that if an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by the City prior to joining the project.

C. Business Establishment:

- Dynamic Sports Construction, Inc
301 Sonny Dr. Leander, TX 78641
Phone: 512-260-6722 Fax: 512-260-9118
- Dynamic Sports Construction, Inc. ("Dynamic") was incorporated in the state of Texas on January 13, 2004.
- Dynamic Sports Construction's Federal tax ID Number is 27-0076592
- Principals

President's name:	Robert M. Wolesensky, Jr.
Vice-president's name(s):	N/A
Secretary's name:	Robert M. Wolesensky, Jr.
Treasurer's name:	Tyree Wolesensky

- Dynamic has not changed names, none of its principals operating the business operate any similar businesses under different names or have operated any other businesses or changes the legal status or form of the business within the last five years.

D. Project Related Experience:

Since its formation in 2004 Dynamic has remained focused and does not try to be all things to all people but rather to be a dedicated supplier and installer of sports surfacing systems. Dynamic's sports surfacing systems are sold and installed direct by Dynamic using ONLY Dynamic's own full-time employee crews. Dynamic does not use subcontract or 1099 installers. By design Dynamic does not have a large sales, marketing or business

development team to pursue customers but rather Dynamic has a very deep and experienced installation team.

Dynamic will always get outsold by its competition, but Dynamic is confident it is able to provide products, solutions and innovation that others cannot match. For example:

- The combined experience of Dynamic's crews with respect to sports surfacing exceeds 150 years;
- Annually Dynamic installs approximately 1,500,000 square feet of sports surfacing; Our DynaForce® system is manufactured in the USA and is made in a facility that is ISO-9001 which insures product quality and environmental responsibility. While it lowers a producer's costs to not be ISO certified this does not benefit a customer. Our DynaForce® system has been manufactured for the last 14 years. Dynamic owns all the rights to the DynaForce® product and as a result were not a distributor of our products but rather we sell and install our products as part of our single step streamlined method of distribution.
- Dynamic provides a VERY stable partner for City of Galveston. Dynamic is unique in the sports surfacing industry in that we have NEVER been sold, we have NEVER brought in third party investors, and we remain a true employee owned company (employees are the majority owners of Dynamic). Our true employee ownership allows Dynamic to make decisions based upon true long term success and commitment to our customers. We do not make decisions based upon pleasing third party investors or potential new owners. Dynamic has been in operation for over 14 years with no ownership or investor changes having taken place during this time.
- Dynamic provides our systems in a single-step streamlined method of distribution which allows us to provide even better value to our customers;
- Dynamic does not engage in high dollar marketing, lavish trade show events, entertaining of clients and prospective clients or pay for high profile installations. These are costs that add nothing to the quality or value of a product but rather drive up the cost to an end user;
- Dynamic's installations are completed by our own full-time employee crews. This allows Dynamic to not only provide prompt and timely installations and service but to insure the quality of our work; and
- Dynamic is a very stable company. Dynamic has never been sold, never brought in third party investors (Dynamic remains an employee owned company with the EXACT same ownership structure as the day it was formed in 2004) and Dynamic has NEVER been sued by investors for fraud.

Job #: Sample

10-YEAR WARRANTY

**DynaForce® 7 + 2
ALL-PURPOSE SYNTHETIC FLOOR**

INSTALLED AT

Sample

Sample

(OWNER)

**Dynamic Sports Construction, Inc.
301 Sonny Drive
Leander, TX 78641
Phone: 512-260-6722
Fax: 512-260-9118**

10-YEAR WARRANTY

WARRANTOR: Dynamic Sports Construction, Inc. ("DSCI")
301 Sonny Drive
Leander, TX 78641

OWNER: Sample ("Owner")

PROJECT: DynaForce® 7 + 2 All-Purpose Synthetic Floor ("the Surface")
Installed at: Sample

WARRANTY: DSCI warrants to Owner, subject to the terms and conditions contained in this Warranty, that the above-described Surface is free from defects in materials and workmanship under normal use and service, and that the Surface was installed in accordance with the drawings, plans and specifications for the surface.

WARRANTY PERIOD: This Warranty shall be in force for a period of Ten months from the Effective Date as defined below.

RESPONSE FOR WARRANTY REPAIRS: DSCI agrees to perform all repairs required by this Warranty within a reasonable time upon receiving proper written notice from Owner as provided below and after DSCI carries out all inspections and tests, which it may deem necessary or advisable. Any required repair work shall be initiated by DSCI within thirty calendar days from DSCI's receipt of Owner's written notice requesting such repairs, or within such other time in excess of thirty calendar days as Owner and DSCI may mutually agree in writing.

LIMITATIONS AND EXCLUSIONS: This Warranty does not apply to any defect, failure, damage, or undue wear in or to the Surface caused by or connected with: (a) improper or insufficient design or engineering, or improper or insufficient project drawings, plans or specifications which were not provided by DSCI; (b) an inadequate or defective pre-existing base or surface under the Surface covered by this Warranty, including but not limited to separations of concrete slab(s) or deterioration of asphalt not installed by DSCI; (c) the inherent characteristics of the surface or other supporting materials upon which the Surface is installed; (d) misuse, abuse, or deliberate acts of vandalism; (e) accident, negligence, or acts of God; (f) excessive static or dynamic loads; (g) use of improper cleaning methods; (h) moisture accumulation under the Surface after installation which may cause: 1) bubbles under the Surface, 2) adhesion problems or failures, or 3) other problems or failures not related to defects in materials; (i) Owner's failure to care for and maintain the Surface in accordance with DSCI's written instructions; or (j) normal and ordinary wear and tear.

This Warranty shall be of no force and effect if DSCI is not paid in full for the Surface and DSCI's obligations under this Warranty are expressly contingent upon DSCI being paid in full for the Surface.

This Warranty does not cover any staining, discolorations, or other damage caused by excessive moisture from such things as flooding, plumbing and appliance leaks, or other water leakage. DSCI does not warrant or guarantee the accuracy or sufficiency of any drawings, plans or specifications not prepared by DSCI and which were used in connection with installing the Surface. This Warranty shall not apply to the Surface, or any part thereof, which has been repaired or altered without DSCI's prior written consent. No allowance or credit will be granted for any repairs or alterations to the Surface made by Owner except as authorized by this Warranty.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR ARISING BY OPERATIONS OF LAW, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON DSCI'S PART. DSCI SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES UNDER THIS WARRANTY, INCLUDING BUT NOT LIMITED TO ANY ACTIONS ALLEGING DAMAGES UNDER TORT, CONTRACT OR STRICT LIABILITY.

DSCI'S SOLE OBLIGATION UNDER THIS WARRANTY IS TO REPAIR OR REPLACE AT ITS SOLE DISCRETION ALL OR ANY PORTION OF THE SOURCE WHICH MAY BE DETERMINED TO BE DEFECTIVE. DSCI'S LIABILITY FOR ANY

SUCH REPAIR OR REPLACEMENT SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PURCHASE PRICE ATTRIBUTABLE TO THE DEFECTIVE PORTION OF THE SURFACE WHICH IS REPAIRED OR REPLACED.

DSCI neither assumes nor authorizes any person to assume for it any other liability in connection with the sale, installation or use of the Surface. This Warranty shall not be construed to be an obligation of any performance or other bond furnished by any party in connection with DSCI's contract for the Surface and shall not be enforceable against any such party. Labor and materials needed for any repair work not covered by this Warranty will be billed to Owner at DSCI's regular hourly rates and materials charges. This Warranty shall be of no force and effect if DSCI is not paid in full for the Surface and DSCI's obligations under this Warranty are expressly contingent upon DSCI being paid in full for the Surface.

WARRANTY DISCLAIMER ON PRE-EXISTING BASE AND UNDERLYING SURFACE COATING: All pre-existing base and surface coating (if any) upon which the new DSCI Surface has been installed is specifically excluded from any coverage under this Warranty. DSCI's previous acceptance of any such pre-existing base or surface coating for installation of the Surface shall not be deemed to constitute a warranty or other guaranty thereof. Depressions in any pre-existing base or surface coating have been patched by DSCI only as specified in the written plans and specifications for the Surface. Owner further acknowledges and agrees that any damage caused to the Surface by (a) any pre-existing base or surface coating and (b) any cracks which are now in or which may develop hereafter in the pre-existing base or surface coating are specifically excluded from any coverage under this Warranty.

MAINTENANCE INSTRUCTIONS: DSCI has supplied Owner with a copy of the written Maintenance Instructions containing directions for the care and maintenance of the Surface. Owner acknowledges receipt of said Instructions and agrees to comply with and carry out the directions contained in it as a condition of this Warranty. The terms of the Instructions are incorporated in this Warranty by reference.

CLAIMS: All claims by Owner under this Warranty must be made in writing to the following address within thirty calendar days after Owner learns of any defect giving rise to the claim: Contract Manager, Dynamic Sports Construction, Inc., 301 Sonny Drive, Leander, TX 78641.

INSPECTION AND TESTS: DSCI shall be allowed to inspect the Surface during reasonable business hours regarding any claim which Owner makes under this Warranty; to be present at and to analyze the results of all tests conducted by Owner or others; and to conduct such tests as DSCI in its discretion may deem advisable. Owner shall promptly furnish DSCI with a copy of all written reports of any tests performed by Owner or on Owner's behalf. DSCI shall not be responsible for any costs or expenses incurred by Owner or others with respect to such tests, except that DSCI shall pay for the costs of all tests and analysis conducted or directed by DSCI's representatives.

EFFECTIVE DATE: The Effective Date of this Warranty is: **Sample**

GOVERNING LAW: This Warranty shall be governed by and interpreted in accordance with the laws of the State of Texas.

Sample
("Owner")

DYNAMIC SPORTS CONSTRUCTION, INC. (DSCI)

By: Sample

By: Sample
Robert Wolessensky

Title: _____

Title: President

Date: _____

Date: _____



References:

Please see Appendix A

MSDS Material Safety Data Sheet

ADVANCED POLYMER TECHNOLOGY



QUALIPUR 2503 PART A

MSDS Number: 7540

Revision Date: 04/14/2011

Page 1 of 5

1 PRODUCT AND COMPANY IDENTIFICATION

Manufacturer

Advanced Polymer Technology
P.O. Box 160
109 Conica Lane
Harmony, PA 16037

Contact: Senior Chemist
Telephone Number: 724-452-1330
FAX Number: 724-452-1703
E-Mail: info@advpolytech.com
Web: www.advpolytech.com

Product Name: QUALIPUR 2503 PART A
Revision Date: 04/14/2011
MSDS Number: 7540
Chemical Family: Polyester Resin Based Adhesive

This product is not hazardous under the criteria of the Federal OSHA Hazard Communication Standard 29 CFR 1910.1200.

Transportation emergency phone number: Chemtel 800-255-3924

2 HAZARDS IDENTIFICATION

Route of Entry: Inhalation, eye and skin contact.
Target Organs: Eyes; Respiratory System; Skin;
Inhalation: Material is low in volatility and therefore not likely to pose a problem for inhalation.
Skin Contact: There are no known significant toxic effects observed for products of this chemical family. Certain polyester-based coatings have been shown to cause eye irritation or slight skin irritation in animal tests.
Eye Contact: Liquid, aerosols and mist may irritate the eyes and can cause tearing, redness and swelling. If left untreated, corneal damage can occur and injury is slow to heal.
Ingestion: There are no known significant toxic effects observed for products of this chemical family. Swallowing can result in irritation of the digestive tract. Symptoms can include sore throat, abdominal pain, nausea, vomiting and diarrhea.

3 COMPOSITION/INFORMATION ON INGREDIENTS

Ingredients:

Cas #	Chemical Name	Perc.
7727437	Barium sulfate	50-60%
Proprietary	Polyester Polyol	40-50%
12736968	silicic acid, aluminum potassium sodium	3-5%

OSHA Regulatory Status:

This MSDS contains valuable information critical to the safe handling and proper use of this product. This MSDS should be retained and available for employees and other users of this product.

MSDS **Material Safety Data Sheet**

ADVANCED POLYMER TECHNOLOGY



QUALIPUR 2503 PART A

MSDS Number: 7540

Revision Date: 04/14/2011

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4 FIRST AID MEASURES

- Inhalation:** Move individual to fresh air and administer oxygen or artificial respiration as needed. Obtain medical attention.
- Skin Contact:** In case of skin contact, remove any contaminated clothing and wash skin thoroughly with soap and water. Wash contaminated clothing thoroughly before reuse.
- Eye Contact:** If splashed into the eyes, flush with clean, lukewarm water (low pressure) for 15 minutes or until irritation subsides. If irritation persists, call a physician.
- Ingestion:** DO NOT INDUCE VOMITING. Give 1 to 2 cups of milk or water to drink. DO NOT GIVE ANYTHING BY MOUTH TO AN UNCONSCIOUS PERSON. Get prompt, qualified medical attention.

5 FIRE FIGHTING MEASURES

- Flash Point:** > 392 DEG F (200 DEG C)
Flash Point Method: DIN 51758

Water, CO2, dry chemical, foam.

Emergency equipment including self-contained breathing apparatus and full protective clothing should be worn by fire fighters. Use cold water spray to cool fire exposed containers to minimize risk of rupture. Material supports combustion. During a fire, irritating and toxic gases may be generated by thermal decomposition or combustion.

6 ACCIDENTAL RELEASE MEASURES

Dike or impound material and control further spillage if feasible. Cover spill with absorbent material such as sawdust, sand, sweeping compound, vermiculite or diatomaceous earth; collect material for disposal. Wash spill area with hot water.

7 HANDLING AND STORAGE

- Handling Precautions:** Containers should be tightly closed to prevent contamination with foreign materials and moisture. After partial use, pails must be tightly closed and used up as soon as possible. If contamination with isocyanates is suspected, do not reseal containers. Employee education and training in safe handling of this product are recommended.
- Storage Requirements:** Store in cool/dry area between 40-90 DEG F (4-32 DEG C). This material is storable for at least one year in sealed and unopened containers when kept dry and cool. Material is hygroscopic and may absorb small amounts of atmospheric moisture.

8 EXPOSURE CONTROLS/PERSONAL PROTECTION

- Engineering Controls:** Educate and train employees in safe use of this product. Follow all label instruction. All ventilation should be designed in accordance with OSHA standard (29 CFR 1910.94).
- Protective Equipment:** Use splash goggles or safety glasses. Use chemical resistant gloves to avoid prolonged or repeated skin contact. A respirator may be recommended for certain applications; consider type of application and environmental concentrations. Take into account other materials being used concurrently. Observe OSHA regulations for respirator use (29 CFR 1910.134). Use chemical-resistant apron or other impervious clothing, if needed, to avoid contaminating regular clothing which could result in prolonged or repeated skin contact. Clean, fresh running water should be easily accessible to the work area. Avoid prolonged or repeated contact with skin. Remove

MSDS *Material Safety Data Sheet*

ADVANCED POLYMER TECHNOLOGY



QUALIPUR 2503 PART A

MSDS Number: 7540

Revision Date: 04/14/2011

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contaminated clothing; launder or dry-clean before reuse. Remove contaminated shoes and thoroughly clean and dry before reuse. Cleanse skin thoroughly after contact, before breaks and meals, and at the end of the work period. Product is readily removed from skin by water-free hand cleaners followed by washing thoroughly with soap and water.

Exposure Guidelines/Other: Exposure Limits: Not Established

9

PHYSICAL AND CHEMICAL PROPERTIES

Appearance:	Pigmented Thixotropic liquid	Boiling Point:	Not established
Physical State:	Liquid	Freezing/Melting Pt.:	Not established
Odor:	Negligible	Solubility:	Insoluble in Water
pH:	N.A.	Spec Grav./Density:	1.65 @ 68 DEG F (20 DEG C)
Vapor Pressure:	Not established		
Vapor Density:	Not established		
VOC:	0 g/L		
Bulk Density:	13.8 lbs/gal		

10

STABILITY AND REACTIVITY

Stability:	Product is stable under normal conditions.
Conditions to avoid:	Oxidation promoting conditions (Heat, Sunlight and Air).
Materials to avoid (Incompatibility):	Strong Oxidizing Agents.
Hazardous Decomposition products:	By fire - CO and CO2 and other aliphatic fragments which have not been determined.
Hazardous Polymerization:	Will not occur.

11

TOXICOLOGICAL INFORMATION

Not Established

12

ECOLOGICAL INFORMATION

Bioaccumulative potential: Not established

Ecotoxicity: Not established

Elimination (persistency and degradability): Not established

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DISPOSAL CONSIDERATIONS

MSDS **Material Safety Data Sheet**

ADVANCED POLYMER TECHNOLOGY



QUALIPUR 2503 PART A

MSDS Number: 7540

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Waste and container disposal must be in accordance with federal, state or local environmental control regulations. Empty containers must be handled with care due to product residue. DO NOT HEAT OR CUT EMPTY CONTAINERS WITH ELECTRIC OR GAS TORCH.

Recommendation: consultation with the disposal agency and the relevant authorities; cleansing agent is water.

14

TRANSPORT INFORMATION

DOT (HM-181: DOMESTIC SURFACE)

D.O.T. SHIPPING NAME:	Polyester Resin Based Adhesive
D.O.T. HAZARD CLASS:	NON REGULATED
UN/NA NUMBER:	None
PACKAGING GROUP:	None
D.O.T. LABEL:	None
D.O.T. PLACARD:	None

ICAO/IATA (AIR)

PROPER SHIPPING NAME:	Polyester Resin Based Adhesive
HAZARD CLASS DIVISION NUMBER:	NON REGULATED
UN NUMBER:	None
SUBSIDIARY RISK:	None
PACKING GROUP:	none
HAZARD LABEL(S):	none
RADIOACTIVE?:	Non-radioactive
PASSENGER AIR - MAXIMUM QUANTITY:	none
PACKING INSTRUCTION NUMBER:	none
CARGO AIR - MAXIMUM QUANTITY:	none
PACKING INSTRUCTION NUMBER:	none

IMO/MDG CODE (OCEAN)

PROPER SHIPPING NAME:	Polyester Resin Based Adhesive
HAZARD CLASS DIVISION NUMBER:	NON REGULATED
UN NUMBER:	none
PACKING GROUP:	none
HAZARD LABEL(S):	none
HAZARD PLACARD(S):	none

15

REGULATORY INFORMATION

COMPONENT / (CAS/PERC) / CODES

*Barium sulfate (7727437 50-60%) MASS, OSHAWAC, PA, TXAIR

TSCA: All components in this mixture are included on the TSCA inventory.

REGULATORY KEY DESCRIPTIONS

MASS = MA Massachusetts Hazardous Substances List
OSHA WAC = OSHA Workplace Air Contaminants
PA = PA Right-To-Know List of Hazardous Substances
TXAIR = TX Air Contaminants with Health Effects Screening Level

MSDS *Material Safety Data Sheet*

ADVANCED POLYMER TECHNOLOGY



QUALIPUR 2603 PART A

MSDS Number: 7540

Revision Date: 04/14/2011

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OTHER INFORMATION

Disclaimer:

Although reasonable care has been taken in the preparation of this document, we extend no warranties and make no representations as to the accuracy or completeness of the information contained herein, and assume no responsibility regarding the suitability of this information for the user's intended purposes or for the consequences of its use. Each individual should make a determination as to the suitability of the information for their particular purpose(s).

END OF MSDS DOCUMENT

MSDS Material Safety Data Sheet

ADVANCED POLYMER TECHNOLOGY



QUALIPUR 2503 PART B

MSDS Number: 7541

Revision Date: 04/14/2011

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1 PRODUCT AND COMPANY IDENTIFICATION

Manufacturer

Advanced Polymer Technology
P.O. Box 180
109 Conica Lane
Harmony, PA 16037

Contact: Senior Chemist
Telephone Number: 724-452-1330
FAX Number: 724-452-1703
E-Mail: info@advpolytech.com
Web: www.advpolytech.com

Product Name: QUALIPUR 2503 PART B
Revision Date: 04/14/2011
MSDS Number: 7541
Chemical Family: Aromatic Isocyanate
Synonyms: Polymeric Diphenylmethane Diisocyanate (pMDI)

This product is hazardous under the criteria of the Federal OSHA Hazard Communication Standard 29 CFR 1910.1200.
Transportation emergency phone number: Chemtel 800-255-3924

2 HAZARDS IDENTIFICATION

Route of Entry: Skin and eye contact from liquid and aerosols (spray application). Inhalation - although this product is low in volatility, an inhaling hazard can exist from the aerosols or vapors formed during spraying.

Target Organs: Airways; Eyes; Skin;

Inhalation: **ACUTE EXPOSURE:** MDI vapors or mist at concentrations above the TLV can irritate (burning sensation) the mucous membranes in the respiratory tract (nose, throat, lungs) causing runny nose, sore throat, coughing, chest discomfort, shortness of breath and reduced lung function (breathing obstruction). Individuals with a pre-existing, non-specific bronchial hyperactivity can respond to concentrations below the TLV with similar symptoms as well as asthma attack. Exposure well above the TLV may lead to bronchitis, bronchial spasm and pulmonary edema (fluid in lungs). These effects are usually reversible. Chemical or hypersensitive pneumonitis, with flu-like symptoms (e.g., fever, chills) has also been reported. These symptoms can be delayed up to several hours after exposure.
CHRONIC EXPOSURE: As a result of previous repeated overexposures or a single large dose, certain individuals develop isocyanate sensitization (chemical asthma) which will cause them to react to a later isocyanate exposure at levels well below the TLV. These symptoms, which can include chest tightness, wheezing, cough, shortness of breath or asthma attack, could be immediate or delayed (up to several hours after exposure). Similar to many non-specific asthmatic responses, there are reports that once sensitized, an individual can experience these symptoms upon exposure to dust, cold air or other irritants. This increased lung sensitivity can persist for weeks and in severe cases for several years. Overexposure to isocyanates has also been reported to cause lung damage (including decrease in lung function) which may be permanent. Sensitization can either be temporary or permanent.

Skin Contact: **ACUTE EXPOSURE:** Isocyanates react with skin protein and moisture and can cause irritation which may include the following symptoms: reddening, swelling, rash, scaling or blistering. Cured material is difficult to remove.

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Eye Contact: CHRONIC EXPOSURE: Prolonged contact can cause reddening, swelling, rash, scaling, blistering, and in some cases, skin sensitization. Individuals who have developed a skin sensitization can develop these symptoms as a result of contact with very small amounts of liquid material or as a result of exposure to vapor.
ACUTE EXPOSURE: Liquid, aerosols or vapors are irritating and can cause tearing, reddening and swelling. If left untreated, corneal damage can occur and injury is slow to heal. However, damage is usually reversible. (See Section VI for treatment)

Ingestion: CHRONIC EXPOSURE: None found.
ACUTE EXPOSURE: Can result in irritation and corrosive action in the mouth, stomach tissue and digestive tract. Symptoms can include sore throat, abdominal pain, nausea, vomiting and diarrhea.
CHRONIC EXPOSURE: None found.

HMIS II-ratings (scale 0-4): Health = 2, Fire = 1, Reactivity = 1

HMIS® Rating H2/F1/PH1

NFPA-ratings (scale 0-4): Health = 2, Fire = 1, Reactivity = 1

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COMPOSITION/INFORMATION ON INGREDIENTS

Ingredients:

Cas #	Chemical Name	Perc.
9016879	Isocyanic acid, polymethylenepolyphenyle	30-40%
101688	4,4'-Methylenediphenyl diisocyanate	25-35%
26447405	Benzene, 1,1'-methylenebis[isocyanato-	25-35%
103719	Phenyl isocyanate	<.5%

OSHA Regulatory Status:

This MSDS Contains valuable information critical to the safe handling and proper use of this product. This MSDS should be retained and available for employees and other users of this product.

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FIRST AID MEASURES

Inhalation: Move to an area free from risk of further exposure. Administer oxygen or artificial respiration as needed. Obtain medical attention. Asthmatic-type symptoms may develop and may be immediate or delayed up to several hours. Consult physician should this occur.

Skin Contact: Remove contaminated clothing. Wash affected skin thoroughly with soap and water. Wash contaminated clothing thoroughly before reuse. For severe exposures get under safety shower after removing clothing, then get medical attention. For lesser exposure, seek medical attention if irritation develops or persists after the area is washed.

Eye Contact: Flush with copious amounts of lukewarm water for at least 15 minutes, holding eyelids open at all times. Refer individual to physician or ophthalmologist for immediate follow-up.

Ingestion: DO NOT INDUCE VOMITING. Give 1 to 2 cups of milk or water to drink. DO NOT GIVE ANYTHING BY MOUTH TO AN UNCONSCIOUS PERSON. Get prompt, qualified medical attention.

NOTE TO PHYSICIAN

SKIN: This compound is a known skin sensitizer. Treat symptomatically as for contact dermatitis or thermal burns. If burned, treat as thermal burn.

EYES: Stain for evidence of corneal injury. If cornea is burned, instill antibiotic steroid preparation frequently. Workplace vapors may

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produce reversible corneal epithelial edema impairing vision.

RESPIRATORY: This compound is a known pulmonary sensitizer. Treatment is essentially symptomatic. An individual having a skin or pulmonary sensitization reaction to this material should be removed from exposure to any isocyanate.

INGESTION: Treat symptomatically. There is no specific antidote. Inducing vomiting is contraindicated because of the irritating nature of this compound.

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FIRE FIGHTING MEASURES

Flash Point:	453 DEG F (234 DEG C)
Flash Point Method:	Pensky-Martens Closed Cup (ASTM D-93)
Autoignition Temperature:	Not established
LEL:	N.A.
UEL:	N.A.

Dry chemical (e.g. monoammonium phosphate, potassium sulfate, and potassium chloride), carbon dioxide, high expansion (proteinic) chemical foam, water spray for large fires. Full emergency equipment with self-contained breathing apparatus and full protective clothing should be worn by fire fighters. During a fire, vapors and other irritating, highly toxic gases may be generated by thermal decomposition or combustion. At temperatures greater than 400 DEG F (204 DEG C), this product can be polymerized and decompose which can cause pressure build-up in closed containers. Explosive rupture is possible. Therefore, use cold water to cool fire-exposed containers.

Unusual Fire or Explosion Hazards:

Large fires can be extinguished with large volumes of water applied from a safe distance, since reaction between water and hot diisocyanate can be vigorous.

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ACCIDENTAL RELEASE MEASURES

Cover the spill with sawdust, vermiculite, Fuller's earth or other absorbent material. Pour decontamination solution over spill area and allow to react for at least 10 minutes. Collect material in open containers and add further amounts of decontamination solution. Remove containers to safe place, cover loosely, and allow to stand for 24 to 48 hours. Wash down area with decontamination solutions. Decontamination solutions: non-ionic surfactant Union Carbide's Tergitol TMN-10 (20%) and water (80%); concentrated ammonia (3-6%), detergent (2%) and water (90-95%). Respiratory protection is recommended during spill clean-up.

7

HANDLING AND STORAGE

Handling Precautions:	Avoid breathing vapors or mist; Avoid contact with eyes, skin, or clothing; Do not expose containers to open flame, excessive heat, or direct sunlight.
Storage Requirements:	Storage temperature: Minimum 64 DEG F (18 DEG C) / Maximum 86 DEG F (30DEG C). Store in tightly closed containers to prevent moisture contamination. This product reacts slowly with water to form CO ₂ gas. This gas can cause sealed containers to expand and possibly rupture. Do not reseal if contamination is suspected. Store in cool/dry area.

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EXPOSURE CONTROLS/PERSONAL PROTECTION

Engineering Controls:	Educate and train employees in safe use of this product. Follow all label instruction.
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Protective Equipment:

Local exhaust should be used to maintain levels below the TLV whenever this product is processed, heated or spray applied. For spray applications, an air-supplied respirator must be worn. All ventilation should be designed in accordance with OSHA standard (29 CFR 1910.94).

An air-supplied respirator must be worn during spray applications, during long-term (over 1 hour) exposures when the product is heated or in environments of high concentrations near the TLV, an air-purifying respirator equipped with organic cartridges or canisters and dust filters can be used. However, due to the poor warning properties of this product, proper fit and timely replacement of filter elements must be ensured. Observe OSHA regulations for respirator use (29 CFR 1910.134). Chemical resistant gloves (butyl rubber, nitrile rubber). Cover as much of the exposed area as possible with appropriate clothing. If skin creams are used, keep the area covered only by the cream to a minimum. Liquid chemical goggles or full-face shield. Contact lenses should not be worn. **ADDITIONAL PROTECTIVE MEASURES:** Clean, fresh running water should be available.

Exposure Guidelines/Other:

Exposure Limits:

USA OSHA (TWA_{8h})/PEL): 0.02 ppm
NIOSH (TWA): 0.005 ppm
IDLH: 75 mg/m³
NIOSH (C 10 min): 0.02 ppm

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PHYSICAL AND CHEMICAL PROPERTIES

Appearance:	Clear Brown Liquid	Bolling Point:	406 F (208 C)
Physical State:	Liquid	Freezing/Melting Pt.:	< 32 F (0 C)
Odor:	Slightly musty	Solubility:	Reacts slowly with water to liberate CO ₂ gas
pH:	N.A.	Spec Grav./Density:	1.24 @ 77 DEG F (25 DEG C)
Vapor Pressure:	< 0.0001 mmHg @ 25 °C (77 °F)		
Vapor Density:	8.5 (MDI)		
VOC:	0 g/L		
Bulk Density:	10.3 lbs/gal		

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STABILITY AND REACTIVITY

Stability:	Product is stable under normal conditions.
Conditions to avoid:	Temperatures less than 32 DEG F (0 DEG C). Freezing may effect the quality of the product
Materials to avoid (incompatibility):	Water, amines, strong bases, alcohols.
Hazardous Decomposition products:	By Fire and High Heat: hydrogen cyanide, Carbon dioxide (CO ₂), carbon monoxide (CO), oxides of nitrogen (NO _x), dense black smoke, Isocyanate, Isocyanic Acid, Other undetermined compounds.
Hazardous Polymerization:	May occur if in contact with moisture or other materials which react with isocyanates. May occur at temperatures over 400 DEG F (204 DEG C).

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TOXICOLOGICAL INFORMATION

Acute Eye Effects: Liquid, aerosols or vapors are irritating and can cause tearing, reddening and swelling. If left untreated, cornea damage can occur and injury is slow to heal. However, damage is usually reversible. (See Section VI for treatment)

Acute Skin Effects: Isocyanates react with skin protein and moisture and can cause irritation which may include the following symptoms: reddening, swelling, rash, scaling or blistering. Cured material is difficult to remove

Acute Inhalation Effects: Vapors or mist at concentrations above the TLV can irritate (burning sensation) the mucous membranes in the respiratory tract (nose, throat & lungs) causing runny nose, sore throat, coughing, chest discomfort, shortness of breath and reduced lung function (breathing obstruction). Individuals with a pre-existing, non-specific bronchial hyperreactivity can respond to concentrations below the TLV with similar symptoms as well as asthma attack. Exposure well above the TLV may lead to bronchitis, bronchial spasm and pulmonary edema (fluid in the lungs). These effects are usually reversible. Chemical or hypersensitive pneumonitis, with flu like symptoms (e.g. fever, chills) have also been reported. These symptoms can be delayed up to several hours after exposure.

Acute Ingestion Effects: Can result in irritation and corrosive action in the mouth, stomach tissue and digestive tract. Symptoms can include sore throat, abdominal pain, nausea, vomiting and diarrhea.

Chronic Eye Effects: None found

Chronic Skin Effects: Prolonged contact can cause reddening, swelling, rash, scaling, blistering, and in some cases, skin sensitization. Individuals who have developed a skin sensitization can develop these symptoms as a result of contact with very small amounts of liquid material or as a result of exposure to vapor.

Chronic Inhalation Effects: As a result of previous repeated overexposures or a single large dose, certain individuals develop isocyanate sensitization (chemical asthma) which will cause them to react to a later exposure to isocyanate at levels well below the TLV. These symptoms which can include chest tightness, wheezing, coughing, shortness of breath or asthma attack, could be immediate or delayed (up to several hours after exposure). Similar to many non-specific asthmatic responses, there are reports that once sensitized, an individual can experience these symptoms upon exposure to dust, cold air or other irritants. This increased lung sensitivity can persist for weeks and in severe cases for several years. Overexposure to isocyanates has also been reported to cause lung damage (including decrease in lung function) which may be permanent. Sensitization can either be temporary or permanent.

Chronic Ingestion Effects: None found

Polymeric MDI:

Acute Oral Toxicity

LD50: > 2,000 mg/kg (rat, Male/Female)

Acute Inhalation Toxicity

LC50: 490 mg/m³, vapor, 4 h (rat)

Repeated Dose Toxicity

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90 Days, inhalation: NOAEL: 1 mg/m³, (rat, Male/Female, 6 hrs/day 5 days/week)
Irritation to lungs and nasal cavity.
2 years, inhalation: NOAEL: 0.2 mg/m³, (rat, Male/Female, 6 hrs/day 5 days/week)
Irritation to lungs and nasal cavity.

Mutagenicity

Genetic Toxicity in Vitro:

Bacterial - gene mutation assay: negative (Salmonella typhimurium, Metabolic Activation: with/without)

Carcinogenicity

rat, Male/Female, inhalation, 2 Years, 6 hrs/day 5 days/week

Exposure to a level of 6 mg/m³ polymeric MDI was related to the occurrence of lung tumors. This level is significantly over the TLV for MDI.

Developmental Toxicity/Teratogenicity

rat, female, inhalation, gestation days 6-15, 6 hrs/day, NOAEL (teratogenicity): 12 mg/m³, NOAEL (maternal): 4 mg/m³

No Teratogenic effects observed at doses tested. Fetotoxicity seen only with maternal toxicity.

4,4'-MDI:

Acute Inhalation Toxicity

LC50: 369 mg/m³, 4 hrs (rat, Male/Female)

LC50: > 2240 mg/m³, aerosol, 1 h (rat)

Acute dermal toxicity

LD50: > 10,000 mg/kg (rabbit)

Skin Irritation

rabbit, Draize Test, Slightly irritating

Eye Irritation

rabbit, Draize Test, Slightly irritating

Sensitization

dermal: sensitizer (guinea pig, Maximisation Test (GPMT))

Inhalation: sensitizer (Guinea pig)

Repeated Dose Toxicity

90 Days, inhalation: NOAEL: 0.3 mg/m³, (rat, Male/Female, 18 hrs/day, 5 days/week)

Irritation to lungs and nasal cavity.

Mutagenicity

Genetic Toxicity in Vitro:

Ames: (Salmonella typhimurium, Metabolic Activation: with/without)

Positive and negative results were reported. The use of certain solvents which rapidly hydrolyze diisocyanates is suspected of producing the positive mutagenicity results.

Genetic Toxicity in Vivo:

Micronucleus Assay: negative (mouse)

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Carcinogenicity

rat, Female, inhalation, 2 Years, 17 hrs/day, 5 days/week
negative

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ECOLOGICAL INFORMATION

Ecological Data for 2,4-MDI:

Biodegradation

0 %, Exposure time: 28 Days

Bioaccumulation

Rainbow trout, Exposure time: 112 d, < 1 BCF
Does not bioaccumulate.

Acute and Prolonged Toxicity to Fish

LC0: > 1,000 mg/l (Zebra fish (*Brachydanio rerio*), 96 hrs)
LC0: > 3,000 mg/l (Killifish (*Onyzias latipes*), 96 h)

Acute Toxicity to Aquatic Invertebrates

EC50: > 1,000 mg/l (Water flea (*Daphnia magna*), 24 hrs)

Toxicity to Aquatic Plants

NOEC: 1,640 mg/l, End Point: growth (Green algae (*Scenedesmus subspicatus*), 72 hrs)

Toxicity to Microorganisms

EC50: > 100 mg/l, (Activated sludge microorganisms, 3 hrs)

Additional Ecotoxicological Remarks

Ecotoxicity data based on polymeric MDI

Ecological Data for 4,4'-MDI:

Acute and Prolonged Toxicity to Fish

LC50: > 500 mg/l (Zebra fish (*Brachydanio rerio*), 24 hrs)

Acute Toxicity to Aquatic Invertebrates

EC50: > 500 mg/l (Water flea (*Daphnia magna*), 24 hrs)

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DISPOSAL CONSIDERATIONS

Waste and container disposal must be in accordance with federal, state, and local environmental control regulations.
Incineration is the preferred method. Empty containers must be handled with care due to product residue. Decontaminate

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prior to disposal. DO NOT HEAT OR CUT EMPTY CONTAINERS WITH ELECTRIC OR GAS TORCH.

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TRANSPORT INFORMATION

DOT (HM-181: DOMESTIC SURFACE)

D.O.T. SHIPPING NAME: Other regulated substances, liquid, n.o.s.
(contains 4,4'-Diphenylmethane Diisocyanate (MDI)) D.O.T. HAZARD CLASS:

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UN/NA NUMBER: NA 3082
PACKAGING GROUP: PG III
D.O.T. LABEL: Class 9
D.O.T. PLACARD: Class 9
DOT PRODUCT RQ: 5000 lbs (2270 kg)

*When in individual containers of less than the Product RQ, this material ships as NON-REGULATED

ICAO/IATA (AIR)

PROPER SHIPPING NAME: Aromatic Isocyanate
HAZARD CLASS DIVISION NUMBER: NON-REGULATED
UN NUMBER: none
SUBSIDIARY RISK: none
PACKING GROUP: none
HAZARD LABEL(S): none
RADIOACTIVE?: Non-radioactive
PASSENGER AIR - MAXIMUM QUANTITY: none
PACKING INSTRUCTION NUMBER: none
CARGO AIR - MAXIMUM QUANTITY: none
PACKING INSTRUCTION NUMBER: none

IMO/MDG CODE (OCEAN)

PROPER SHIPPING NAME: Aromatic Isocyanate
HAZARD CLASS DIVISION NUMBER: NON-REGULATED
UN NUMBER: none
PACKING GROUP: none
HAZARD LABEL(S): none
HAZARD PLACARD(S): none

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REGULATORY INFORMATION

COMPONENT / (CAS/PERC) / CODES

*Isocyanic acid, polymethylenepolyphenylene ester (9016879 30-40%) SARA313

*4,4'-Methylenediphenyl diisocyanate (101688 25-35%) CERCLA, HAP, MASS, NJHS, OSHAWAC, PA, SARA313, TXAIR

TSCA: All components in this mixture are included on the TSCA inventory.

REGULATORY KEY DESCRIPTIONS

SARA313 = SARA 313 Title III Toxic Chemicals

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CERCLA = Superfund clean up substance
HAP = Hazardous Air Pollutants
MASS = MA Massachusetts Hazardous Substances List
NJHS = NJ Right-to-Know Hazardous Substances
OSHAWAC = OSHA Workplace Air Contaminants
PA = PA Right-To-Know List of Hazardous Substances
TXAIR = TX Air Contaminants with Health Effects Screening Level

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OTHER INFORMATION

Disclaimer:

Although reasonable care has been taken in the preparation of this document, we extend no warranties and make no representations as to the accuracy or completeness of the information contained herein, and assume no responsibility regarding the suitability of this information for the user's intended purposes or for the consequences of its use. Each individual should make a determination as to the suitability of the information for their particular purpose(s).

This information is given in good faith and based on our current knowledge of the product.

END OF MSDS DOCUMENT

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1 PRODUCT AND COMPANY IDENTIFICATION

Manufacturer

Advanced Polymer Technology
P.O. Box 160
109 Conica Lane
Harmony, PA 16037

Contact: Senior Chemist
Telephone Number: 724-452-1330
FAX Number: 724-452-1703
E-Mail: info@advpolytech.com
Web: www.advpolytech.com

Product Name: QUALIPUR 4500 PART A
Revision Date: 06/20/2011
Chemical Family: Resin Based Sealing Component
Internal ID: APT A

This product is not hazardous under the criteria of the Federal OSHA Hazard Communication Standard 29 CFR 1910.1200.
Transportation emergency phone number: Chemtel 800-255-3924

2 HAZARDS IDENTIFICATION

Route of Entry: Inhalation, eye and skin contact.
Target Organs: Eyes; Respiratory System; Skin;
Inhalation: Vapors and mists irritate the nose and throat. Inhalation of higher concentrations may cause headache, nausea, fatigue, narcosis and loss of appetite.
Skin Contact: There are no known significant toxic effects observed for products of this chemical family. Certain polyester-based coatings have been shown to cause eye irritation or slight skin irritation in animal tests.
Eye Contact: Liquid, aerosols and mist may irritate the eyes and can cause tearing, redness and swelling. If left untreated, corneal damage can occur and injury is slow to heal.
Ingestion: Swallowing can result in irritation of the digestive tract. Symptoms can include sore throat, abdominal pain, nausea, vomiting and diarrhea.

3 COMPOSITION/INFORMATION ON INGREDIENTS

Ingredients:

Cas #	Chemical Name	Perc.
7727437	Barium sulfate	40-50%
8001794	Castor oil	30-40%
Proprietary	Polyester polyol	20-30%
1317653	Limestone	10-20%
70775949	Sulfonic acids, C10-18-alkane, Ph esters	5-10%
12736968	Silicic acid, aluminum potassium sodium	3-5%

OSHA Regulatory Status:

This MSDS contains valuable information critical to the safe handling and proper use of this product. This MSDS should be retained and available for employees and other users of this

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product.

4 FIRST AID MEASURES

- Inhalation:** Move individual to fresh air and administer oxygen or artificial respiration as needed. Obtain medical attention.
- Skin Contact:** In case of skin contact, remove any contaminated clothing and wash skin thoroughly with soap and water. Wash contaminated clothing thoroughly before reuse.
- Eye Contact:** If splashed into the eyes, flush with clean, lukewarm water (low pressure) for 15 minutes or until irritation subsides. If irritation persists, call a physician.
- Ingestion:** DO NOT INDUCE VOMITING. Give 1 to 2 cups of milk or water to drink. DO NOT GIVE ANYTHING BY MOUTH TO AN UNCONSCIOUS PERSON. Get prompt, qualified medical attention.

5 FIRE FIGHTING MEASURES

- Flash Point:** > 200 DEG C (392 DEG F)
Flash Point Method: DIN 51758

Water, CO2, dry chemical, foam.

Emergency equipment including self-contained breathing apparatus and full protective clothing should be worn by fire fighters. Use cold water spray to cool fire exposed containers to minimize risk of rupture. Material supports combustion. During a fire, irritating and toxic gases may be generated by thermal decomposition or combustion.

6 ACCIDENTAL RELEASE MEASURES

Dike or impound material and control further spillage if feasible. Cover spill with absorbent material such as sawdust, sand, sweeping compound, vermiculite or diatomaceous earth; collect material for disposal. Wash spill area with hot water.

7 HANDLING AND STORAGE

- Handling Precautions:** Containers should be tightly closed to prevent contamination with foreign materials and moisture. After partial use, pails must be tightly closed and used up as soon as possible. If contamination with isocyanates is suspected, do not reseal containers. Employee education and training in safe handling of this product are recommended.
- Storage Requirements:** Store in cool/dry area between 4-32 DEG C (40-90 DEG F). This material is storable for at least one year in sealed and unopened containers when kept dry and cool. Material is hygroscopic and may absorb small amounts of atmospheric moisture.

8 EXPOSURE CONTROLS/PERSONAL PROTECTION

- Engineering Controls:** Educate and train employees in safe use of this product. Follow all label instruction. All ventilation should be designed in accordance with OSHA standard (29 CFR 1910.94).
- Protective Equipment:** Use splash goggles or safety glasses. Use chemical resistant gloves to avoid prolonged or repeated skin contact. A respirator may be recommended for certain applications; consider type of application and environmental concentrations. Take into account other materials being used concurrently. Observe OSHA regulations for respirator use (29 CFR 1910.134). Use chemical-resistant apron or other impervious clothing, if needed, to avoid contaminating regular clothing which could result in

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prolonged or repeated skin contact. Clean, fresh running water should be easily accessible to the work area. Avoid prolonged or repeated contact with skin. Remove contaminated clothing; launder or dry-clean before reuse. Remove contaminated shoes and thoroughly clean and dry before reuse. Cleanse skin thoroughly after contact, before breaks and meals, and at the end of the work period. Product is readily removed from skin by water-free hand cleaners followed by washing thoroughly with soap and water.

Exposure Guidelines/Other:

Exposure Limits: Not Established

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PHYSICAL AND CHEMICAL PROPERTIES

Appearance:	Pigmented Liquid	Boiling Point:	Not established
Physical State:	Liquid	Freezing/Melting Pt.:	Not established
Odor:	Negligible	Solubility:	Insoluble in Water
pH:	N.A.	Spec Grav./Density:	1.30 @ 20 DEG C (68 DEG F)
Vapor Pressure:	Not established		
Vapor Density:	Not established		
VOC:	0 g/L		

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STABILITY AND REACTIVITY

Stability:	Product is stable under normal conditions.
Conditions to avoid:	N A.
Materials to avoid (incompatibility):	Strong Oxidizing Agents.
Hazardous Decomposition products:	By fire - CO and CO2 and other aliphatic fragments which have not been determined.
Hazardous Polymerization:	Will not occur.

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TOXICOLOGICAL INFORMATION

Toxicity Data for Sulfonic Acid

Acute Oral Toxicity
LD 50: >5,000 mg/kg (rat)

Acute Dermal Toxicity
LD 50: > 1,000 mg/kg (rat)

Skin Irritation
rabbit, No skin irritation

Eye Irritation
rabbit, no eye irritation

Sensitization

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Dermal: non-sensitizer (guinea pig)

12 ECOLOGICAL INFORMATION

Ecological Data for Sulfonic Acid

Biodegradation

31%, Exposure time: 28 days

Acute and Prolonged Toxicity to Fish

LC0: 100mg/l (Zebra fish (Brachydanio rerio), 96hrs)

Acute Toxicity to Aquatic Invertebrates

EC50: 1,000 mg/l (Water flea (Daphnia Magna) 48hrs)

Toxicity to Aquatic Plants

EC50: > 10,000mg/l (Green algae (Scenedesmus sbusplicatus), 72hrs)

No effects seen at saturation concentration

Toxicity to Microorganisms

EC50: > 10,000mg/l, (Activated sludge microorganisms)

13 DISPOSAL CONSIDERATIONS

Waste and container disposal must be in accordance with federal, state or local environmental control regulations. Empty containers must be handled with care due to product residue. DO NOT HEAT OR CUT EMPTY CONTAINERS WITH ELECTRIC OR GAS TORCH.

Recommendation: consultation with the disposal agency and the relevant authorities; cleansing agent is water.

14 TRANSPORT INFORMATION

DOMESTIC TRANSPORT

SHIPPING NAME:	Resin Based Coating
HAZARD CLASS:	NON REGULATED
UN/NA NUMBER:	None
PACKAGING GROUP:	None
LABEL:	None
PLACARD:	None

ICAO/IATA (AIR)

PROPER SHIPPING NAME:	Resin Based Coating
HAZARD CLASS DIVISION NUMBER:	NON REGULATED
UN NUMBER:	None
SUBSIDIARY RISK:	None
PACKING GROUP:	none
HAZARD LABEL(S):	none
RADIOACTIVE?:	Non-radioactive
PASSENGER AIR - MAXIMUM QUANTITY:	none
PACKING INSTRUCTION NUMBER:	none
CARGO AIR - MAXIMUM QUANTITY:	none
PACKING INSTRUCTION NUMBER:	none

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IMO/IMDG CODE (OCEAN)

PROPER SHIPPING NAME:
HAZARD CLASS DIVISION NUMBER:
UN NUMBER:
PACKING GROUP:
HAZARD LABEL(S):
HAZARD PLACARD(S):

Resin Based Coating
NON REGULATED
none
none
none
none

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REGULATORY INFORMATION

The principal components and additives of this product are included in the Australian Inventory of Chemical Substances (AICS) or comply with the requirements of the Industrial Chemicals (Notification and Assessment) Act of 1989.

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OTHER INFORMATION

Disclaimer:

Although reasonable care has been taken in the preparation of this document, we extend no warranties and make no representations as to the accuracy or completeness of the information contained herein, and assume no responsibility regarding the suitability of this information for the user's intended purposes or for the consequences of its use. Each individual should make a determination as to the suitability of the information for their particular purpose(s).

END OF MSDS DOCUMENT



11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200



MSDS *Material Safety Data Sheet*

ADVANCED POLYMER TECHNOLOGY



QUALIPUR 4500 PART B

MSDS Number: 6050

Revision Date: 06/20/2011

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1 PRODUCT AND COMPANY IDENTIFICATION

Manufacturer

Advanced Polymer Technology
P.O. Box 160
109 Conica Lane
Harmony, PA 16037

Contact: Senior Chemist
Telephone Number: 724-452-1330
FAX Number: 724-452-1703
E-Mail: info@advpolytech.com
Web: www.advpolytech.com

Product Name: QUALIPUR 4500 PART B
Revision Date: 06/20/2011
MSDS Number: 6050
Chemical Family: Aromatic Isocyanate
Synonyms: Polymeric Diphenylmethane Diisocyanate (pMDI)

This product is hazardous under the criteria of the Federal OSHA Hazard Communication Standard 29 CFR 1910.1200.
Transportation emergency phone number: Chemtel 800-255-3924

2 HAZARDS IDENTIFICATION

Route of Entry: Skin and eye contact from liquid and aerosols (spray application). Inhalation - although this product is low in volatility, an inhaling hazard can exist from the aerosols or vapors formed during spraying.

Target Organs: Airways; Eyes; Skin;

Inhalation: ACUTE EXPOSURE: MDI vapors or mist at concentrations above the TLV can irritate (burning sensation) the mucous membranes in the respiratory tract (nose, throat, lungs) causing runny nose, sore throat, coughing, chest discomfort, shortness of breath and reduced lung function (breathing obstruction). Individuals with a pre-existing, non-specific bronchial hyperreactivity can respond to concentrations below the TLV with similar symptoms as well as asthma attack. Exposure well above the TLV may lead to bronchitis, bronchial spasm and pulmonary edema (fluid in lungs). These effects are usually reversible. Chemical or hypersensitive pneumonitis, with flu-like symptoms (e.g., fever, chills) has also been reported. These symptoms can be delayed up to several hours after exposure.

CHRONIC EXPOSURE: As a result of previous repeated overexposures or a single large dose, certain individuals develop isocyanate sensitization (chemical asthma) which will cause them to react to a later isocyanate exposure at levels well below the TLV. These symptoms, which can include chest tightness, wheezing, cough, shortness of breath or asthma attack, could be immediate or delayed (up to several hours after exposure). Similar to many non-specific asthmatic responses, there are reports that once sensitized, an individual can experience these symptoms upon exposure to dust, cold air or other irritants. This increased lung sensitivity can persist for weeks and in severe cases for several years. Overexposure to isocyanates has also been reported to cause lung damage (including decrease in lung function) which may be permanent. Sensitization can either be temporary or permanent.

Skin Contact: ACUTE EXPOSURE: Isocyanates react with skin protein and moisture and can cause irritation which may include the following symptoms: reddening, swelling, rash, scaling or blistering. Cured material is difficult to remove.

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ADVANCED POLYMER TECHNOLOGY



QUALIPUR 4500 PART B

MSDS Number: 6050

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Eye Contact: CHRONIC EXPOSURE: Prolonged contact can cause reddening, swelling, rash, scaling, blistering, and in some cases, skin sensitization. Individuals who have developed a skin sensitization can develop these symptoms as a result of contact with very small amounts of liquid material or as a result of exposure to vapor.
ACUTE EXPOSURE: Liquid, aerosols or vapors are irritating and can cause tearing, reddening and swelling. If left untreated, corneal damage can occur and injury is slow to heal. However, damage is usually reversible. (See Section VI for treatment)
Ingestion: CHRONIC EXPOSURE: None found.
ACUTE EXPOSURE: Can result in irritation and corrosive action in the mouth, stomach tissue and digestive tract. Symptoms can include sore throat, abdominal pain, nausea, vomiting and diarrhea.
CHRONIC EXPOSURE: None found.

HMIS II-ratings (scale 0-4): Health = 2, Fire = 1, Reactivity = 1

HMIS Rating H2/F1/PH1*

NFPA-ratings (scale 0-4): Health = 2, Fire = 1, Reactivity = 1

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COMPOSITION/INFORMATION ON INGREDIENTS

Ingredients:

Cas #	Chemical Name	Perc.
9016879	Isocyanic acid, polymethylenepolyphenyle	30-40%
101688	4,4'-Methylenediphenyl diisocyanate	25-35%
26447405	Benzene, 1,1'-methylenebis[isocyanato-	25-35%
103719	Phenyl isocyanate	<.5%

OSHA Regulatory Status:

This MSDS Contains valuable information critical to the safe handling and proper use of this product. This MSDS should be retained and available for employees and other users of this product.

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FIRST AID MEASURES

Inhalation: Move to an area free from risk of further exposure. Administer oxygen or artificial respiration as needed. Obtain medical attention. Asthmatic-type symptoms may develop and may be immediate or delayed up to several hours. Consult physician should this occur.

Skin Contact: Remove contaminated clothing. Wash affected skin thoroughly with soap and water. Wash contaminated clothing thoroughly before reuse. For severe exposures get under safety shower after removing clothing, then get medical attention. For lesser exposure, seek medical attention if irritation develops or persists after the area is washed.

Eye Contact: Flush with copious amounts of lukewarm water for at least 15 minutes, holding eyelids open at all times. Refer individual to physician or ophthalmologist for immediate follow-up.

Ingestion: DO NOT INDUCE VOMITING. Give 1 to 2 cups of milk or water to drink. DO NOT GIVE ANYTHING BY MOUTH TO AN UNCONSCIOUS PERSON. Get prompt, qualified medical attention.

NOTE TO PHYSICIAN

SKIN: This compound is a known skin sensitizer. Treat symptomatically as for contact dermatitis or thermal burns. If burned, treat as thermal burn.

EYES: Stain for evidence of corneal injury. If cornea is burned, instill antibiotic steroid preparation frequently. Workplace vapors may produce reversible corneal epithelial edema impairing vision.

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RESPIRATORY: This compound is a known pulmonary sensitizer. Treatment is essentially symptomatic. An individual having a skin or pulmonary sensitization reaction to this material should be removed from exposure to any isocyanate.

INGESTION: Treat symptomatically. There is no specific antidote. Inducing vomiting is contraindicated because of the irritating nature of this compound.

5 FIRE FIGHTING MEASURES

Flash Point:	453 DEG F (234 DEG C)
Flash Point Method:	Pensky-Martens Closed Cup (ASTM D-93)
Autoignition Temperature:	Not established
LEL:	N.A.
UEL:	N.A.

Dry chemical (e.g. monoammonium phosphate, potassium sulfate, and potassium chloride), carbon dioxide, high expansion (proteinic) chemical foam, water spray for large fires. Full emergency equipment with self-contained breathing apparatus and full protective clothing should be worn by fire fighters. During a fire, vapors and other irritating, highly toxic gases may be generated by thermal decomposition or combustion. At temperatures greater than 400 DEG F (204 DEG C), this product can be polymerized and decompose which can cause pressure build-up in closed containers. Explosive rupture is possible. Therefore, use cold water to cool fire-exposed containers.

Unusual Fire or Explosion Hazards:

Large fires can be extinguished with large volumes of water applied from a safe distance, since reaction between water and hot diisocyanate can be vigorous.

6 ACCIDENTAL RELEASE MEASURES

Cover the spill with sawdust, vermiculite, Fuller's earth or other absorbent material. Pour decontamination solution over spill area and allow to react for at least 10 minutes. Collect material in open containers and add further amounts of decontamination solution. Remove containers to safe place, cover loosely, and allow to stand for 24 to 48 hours. Wash down area with decontamination solutions. Decontamination solutions: non-ionic surfactant Union Carbide's Tergitol TMN-10 (20%) and water (80%); concentrated ammonia (3-8%), detergent (2%) and water (90-95%). Respiratory protection is recommended during spill clean-up.

7 HANDLING AND STORAGE

Handling Precautions:	Avoid breathing vapors or mist; Avoid contact with eyes, skin, or clothing; Do not expose containers to open flame, excessive heat, or direct sunlight.
Storage Requirements:	Storage temperature: Minimum 64 DEG F (18 DEG C) / Maximum 86 DEG F (30DEG C). Store in tightly closed containers to prevent moisture contamination. This product reacts slowly with water to form CO2 gas. This gas can cause sealed containers to expand and possibly rupture. Do not reseal if contamination is suspected. Store in cool/dry area.

8 EXPOSURE CONTROLS/PERSONAL PROTECTION

Engineering Controls:	Educate and train employees in safe use of this product. Follow all label instruction. Local exhaust should be used to maintain levels below the TLV whenever this product
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Protective Equipment:

is processed, heated or spray applied. For spray applications, an air-supplied respirator must be worn. All ventilation should be designed in accordance with OSHA standard (29 CFR 1910.94).

An air-supplied respirator must be worn during spray applications, during long-term (over 1 hour) exposures when the product is heated or in environments of high concentrations near the TLV, an air-purifying respirator equipped with organic cartridges or canisters and dust filters can be used. However, due to the poor warning properties of this product, proper fit and timely replacement of filter elements must be ensured. Observe OSHA regulations for respirator use (29 CFR 1910.134).

Chemical resistant gloves (butyl rubber, nitrile rubber). Cover as much of the exposed area as possible with appropriate clothing. If skin creams are used, keep the area covered only by the cream to a minimum.

Liquid chemical goggles or full-face shield. Contact lenses should not be worn.

ADDITIONAL PROTECTIVE MEASURES: Clean, fresh running water should be available.

Exposure Guidelines/Other:

Exposure Limits:

USA OSHA (TWA)/PEL: 0.02 ppm

NIOSH (TWA): 0.005 ppm

IDLH: 75 mg/m³

NIOSH (C 10 min): 0.02 ppm

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PHYSICAL AND CHEMICAL PROPERTIES

Appearance:	Clear Brown Liquid	Boiling Point:	406 F (208 C)
Physical State:	Liquid	Freezing/Melting Pt.:	< 32 F (0 C)
Odor:	Slightly musty	Solubility:	Reacts slowly with water to liberate CO ₂ gas
pH:	N.A.	Spec Grav./Density:	1.24 @ 77 DEG F (25 DEG C)
Vapor Pressure:	< 0.0001 mmHg @ 25 °C (77 °F)		
Vapor Density:	8.5 (MDI)		
VOC:	0 g/L		
Bulk Density:	10.3 lbs/gal		

10

STABILITY AND REACTIVITY

Stability:	Product is stable under normal conditions.
Conditions to avoid:	Temperatures less than 32 DEG F (0 DEG C). Freezing may effect the quality of the product
Materials to avoid (incompatibility):	Water, amines, strong bases, alcohols.
Hazardous Decomposition products:	By Fire and High Heat: hydrogen cyanide, Carbon dioxide (CO ₂), carbon monoxide (CO), oxides of nitrogen (NO _x), dense black smoke, isocyanate, isocyanic Acid, Other undetermined compounds.
Hazardous Polymerization:	May occur if in contact with moisture or other materials which react with isocyanates. May occur at temperatures over 400 DEG F (204 DEG C).

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ADVANCED POLYMER TECHNOLOGY



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TOXICOLOGICAL INFORMATION

Acute Eye Effects: Liquid, aerosols or vapors are irritating and can cause tearing, reddening and swelling. If left untreated, cornea damage can occur and injury is slow to heal. However, damage is usually reversible. (See Section VI for treatment)

Acute Skin Effects: Isocyanates react with skin protein and moisture and can cause irritation which may include the following symptoms: reddening, swelling, rash, scaling or blistering. Cured material is difficult to remove

Acute Inhalation Effects: Vapors or mist at concentrations above the TLV can irritate (burning sensation) the mucous membranes in the respiratory tract (nose, throat & lungs) causing runny nose, sore throat, coughing, chest discomfort, shortness of breath and reduced lung function (breathing obstruction). Individuals with a pre-existing, non-specific bronchial hyperactivity can respond to concentrations below the TLV with similar symptoms as well as asthma attack. Exposure well above the TLV may lead to bronchitis, bronchial spasm and pulmonary edema (fluid in the lungs). These effects are usually reversible. Chemical or hypersensitive pneumonitis, with flu like symptoms (e.g. fever, chills) have also been reported. These symptoms can be delayed up to several hours after exposure.

Acute Ingestion Effects: Can result in irritation and corrosive action in the mouth, stomach tissue and digestive tract. Symptoms can include sore throat, abdominal pain, nausea, vomiting and diarrhea.

Chronic Eye Effects: None found

Chronic Skin Effects: Prolonged contact can cause reddening, swelling, rash, scaling, blistering, and in some cases, skin sensitization. Individuals who have developed a skin sensitization can develop these symptoms as a result of contact with very small amounts of liquid material or as a result of exposure to vapor.

Chronic Inhalation Effects: As a result of previous repeated overexposures or a single large dose, certain individuals develop isocyanate sensitization (chemical asthma) which will cause them to react to a later exposure to isocyanate at levels well below the TLV. These symptoms which can include chest tightness, wheezing, coughing, shortness of breath or asthma attack, could be immediate or delayed (up to several hours after exposure). Similar to many non-specific asthmatic responses, there are reports that once sensitized, an individual can experience these symptoms upon exposure to dust, cold air or other irritants. This increased lung sensitivity can persist for weeks and in severe cases for several years. Overexposure to isocyanates has also been reported to cause lung damage (including decrease in lung function) which may be permanent. Sensitization can either be temporary or permanent.

Chronic Ingestion Effects: None found

Polymeric MDI:

Acute Oral Toxicity

LD50: > 2,000 mg/kg (rat, Male/Female)

Acute Inhalation Toxicity

LC50: 490 mg/m³, vapor, 4 h (rat)

Repeated Dose Toxicity

90 Days, inhalation: NOAEL: 1 mg/m³, (rat, Male/Female, 6 hrs/day 5 days/week)

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ADVANCED POLYMER TECHNOLOGY



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Irritation to lungs and nasal cavity.

2 years, inhalation: NOAEL: 0.2 mg/m³, (rat, Male/Female, 6 hrs/day 5 days/week)

Irritation to lungs and nasal cavity.

Mutagenicity

Genetic Toxicity in Vitro:

Bacterial - gene mutation assay: negative (Salmonella typhimurium, Metabolic Activation: with/without)

Carcinogenicity

rat, Male/Female, inhalation, 2 Years, 6 hrs/day 5 days/week

Exposure to a level of 6 mg/m³ polymeric MDI was related to the occurrence of lung tumors. This level is significantly over the TLV for MDI.

Developmental Toxicity/Teratogenicity

rat, female, inhalation, gestation days 6-15, 6 hrs/day, NOAEL (teratogenicity): 12 mg/m³, NOAEL

(maternal): 4 mg/m³

No Teratogenic effects observed at doses tested. Fetotoxicity seen only with maternal toxicity.

4,4'-MDI:

Acute Inhalation Toxicity

LC50: 369 mg/m³, 4 hrs (rat, Male/Female)

LC50: > 2240 mg/m³, aerosol, 1 h (rat)

Acute dermal toxicity

LD50: > 10,000 mg/kg (rabbit)

Skin Irritation

rabbit, Draize Test, Slightly Irritating

Eye Irritation

rabbit, Draize Test, Slightly irritating

Sensitization

dermal: sensitizer (guinea pig, Maximisation Test (GPMT))

inhalation: sensitizer (Guinea pig)

Repeated Dose Toxicity

90 Days, Inhalation: NOAEL: 0.3 mg/m³, (rat, Male/Female, 18 hrs/day, 5 days/week)

Irritation to lungs and nasal cavity.

Mutagenicity

Genetic Toxicity in Vitro:

Ames: (Salmonella typhimurium, Metabolic Activation: with/without)

Positive and negative results were reported. The use of certain solvents which rapidly hydrolyze diisocyanates is suspected of producing the positive mutagenicity results.

Genetic Toxicity in Vivo:

Micronucleus Assay: negative (mouse)

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ADVANCED POLYMER TECHNOLOGY



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Carcinogenicity

rat, Female, inhalation, 2 Years, 17 hrs/day, 5 days/week
negative

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ECOLOGICAL INFORMATION

Ecological Data for 2,4-MDI:

Biodegradation

0 %, Exposure time: 28 Days

Bioaccumulation

Rainbow trout, Exposure time: 112 d, < 1 BCF
Does not bioaccumulate.

Acute and Prolonged Toxicity to Fish

LC0: > 1,000 mg/l (Zebra fish (*Brachydanio rerio*), 96 hrs)

LC0: > 3,000 mg/l (Killifish (*Oryzias latipes*), 96 h)

Acute Toxicity to Aquatic Invertebrates

EC50: > 1,000 mg/l (Water flea (*Daphnia magna*), 24 hrs)

Toxicity to Aquatic Plants

NOEC: 1,640 mg/l, End Point: growth (Green algae (*Scenedesmus subspicatus*), 72 hrs)

Toxicity to Microorganisms

EC50: > 100 mg/l, (Activated sludge microorganisms, 3 hrs)

Additional Ecotoxicological Remarks

Ecotoxicity data based on polymeric MDI

Ecological Data for 4,4'-MDI:

Acute and Prolonged Toxicity to Fish

LC50: > 500 mg/l (Zebra fish (*Brachydanio rerio*), 24 hrs)

Acute Toxicity to Aquatic Invertebrates

EC50: > 500 mg/l (Water flea (*Daphnia magna*), 24 hrs)

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DISPOSAL CONSIDERATIONS

Waste and container disposal must be in accordance with federal, state, and local environmental control regulations. Incineration is the preferred method. Empty containers must be handled with care due to product residue. Decontaminate prior to disposal. DO NOT HEAT OR CUT EMPTY CONTAINERS WITH ELECTRIC OR GAS TORCH.

MSDS Material Safety Data Sheet

ADVANCED POLYMER TECHNOLOGY



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TRANSPORT INFORMATION

DOT (HM-181: DOMESTIC SURFACE)

D.O.T. SHIPPING NAME: Other regulated substances, liquid, n.o.s.
(contains 4,4'-Diphenylmethane Diisocyanate (MDI)) D.O.T. HAZARD CLASS:

9
UN/NA NUMBER: NA 3082
PACKAGING GROUP: PG III
D.O.T. LABEL: Class 9
D.O.T. PLACARD: Class 9
DOT PRODUCT RQ: 5000 lbs (2270 kg)

*When in individual containers of less than the Product RQ, this material ships as NON-REGULATED

ICAO/IATA (AIR)

PROPER SHIPPING NAME: Aromatic Isocyanate
HAZARD CLASS DIVISION NUMBER: NON-REGULATED
UN NUMBER: none
SUBSIDIARY RISK: none
PACKING GROUP: none
HAZARD LABEL(S): none
RADIOACTIVE?: Non-radioactive
PASSENGER AIR - MAXIMUM QUANTITY: none
PACKING INSTRUCTION NUMBER: none
CARGO AIR - MAXIMUM QUANTITY: none
PACKING INSTRUCTION NUMBER: none

IMO/IMDG CODE (OCEAN)

PROPER SHIPPING NAME: Aromatic Isocyanate
HAZARD CLASS DIVISION NUMBER: NON-REGULATED
UN NUMBER: none
PACKING GROUP: none
HAZARD LABEL(S): none
HAZARD PLACARD(S): none

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REGULATORY INFORMATION

COMPONENT / (CAS/PERC) / CODES

*Isocyanic acid, polymethylenepolyphenylene ester (9016879 30-40%) SARA313

*4,4'-Methylenediphenyl diisocyanate (101688 25-35%) CERCLA, HAP, MASS, NJHS, OSHAWAC, PA, SARA313, TXAIR

TSCA: All components in this mixture are included on the TSCA inventory.

REGULATORY KEY DESCRIPTIONS

SARA313 = SARA 313 Title III Toxic Chemicals

CERCLA = Superfund clean up substance

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HAP = Hazardous Air Pollutants
MASS = MA Massachusetts Hazardous Substances List
NJHS = NJ Right-to-Know Hazardous Substances
OSHA WAC = OSHA Workplace Air Contaminants
PA = PA Right-To-Know List of Hazardous Substances
TXAIR = TX Air Contaminants with Health Effects Screening Level

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OTHER INFORMATION

Disclaimer:

Although reasonable care has been taken in the preparation of this document, we extend no warranties and make no representations as to the accuracy or completeness of the information contained herein, and assume no responsibility regarding the suitability of this information for the user's intended purposes or for the consequences of its use. Each individual should make a determination as to the suitability of the information for their particular purpose(s).

This information is given in good faith and based on our current knowledge of the product.

END OF MSDS DOCUMENT

MSDS *Material Safety Data Sheet*

Advanced Polymer Technology

QUALIPUR 5610 PART A

MSDS Number: 7229

Revision Date: 1/27/2012

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1	PRODUCT AND COMPANY IDENTIFICATION
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Manufacturer

Advanced Polymer Technology
P.O. Box 160
109 Conica Lane
Harmony, PA 16037

Contact: Senior Chemist
Phone: 724-452-1330
Fax: 724-452-1703
Email: info@advpolytech.com
Web: www.advpolytech.com

Product Name: QUALIPUR 5610 PART A
Revision Date: 1/27/2012
MSDS Number: 7229
Chemical Family: Polyester Polyol

This product is not hazardous under the criteria of the Federal OSHA Hazard Communication Standard 29 CFR 1910.1200.

Transportation emergency phone number: Chemtel 800-255-3924

2	HAZARDS IDENTIFICATION
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Route of Entry: Inhalation, ingestion, eye and skin contact.
Target Organs: Eyes; Skin; Respiratory System; Digestive tract;
Inhalation: Vapors and mists irritate the nose and throat. Inhalation of higher concentrations may cause headache, nausea, fatigue, narcosis and loss of appetite.
Skin: There are no known significant toxic effects observed for products of this chemical family. Certain polyester-based coatings have been shown to cause eye irritation or slight skin irritation in animal tests.
Eye: Liquid, aerosols and mist may irritate the eyes and can cause tearing, redness and swelling. If left untreated, corneal damage can occur and injury is slow to heal.
Ingestion: There are no known significant toxic effects observed for products of this chemical family. Swallowing can result in irritation of the digestive tract. Symptoms can include sore throat, abdominal pain, nausea, vomiting and diarrhea.

3	COMPOSITION/INFORMATION ON INGREDIENTS
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Ingredients:

Cas #	Chemical Name	Perc.
8001205	Tung oil	4-5%

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64741657	Naphtha, petroleum, heavy alkylate	1-1.5%
13463677	Titanium oxide (TiO ₂)	2-3%
64742956	Aromatic hydrocarbon	1-2%
64742478	Distillates, petroleum, hydrotreated lig	1-2%
proprietary	Polyester Polyol	85-87%

OSHA Regulatory Status:

This MSDS Contains valuable information critical to the safe handling and proper use of this product. This MSDS should be retained and available for employees and other users of this product.

4 FIRST AID MEASURES

Inhalation: Move individual to fresh air and administer oxygen or artificial respiration as needed. Obtain medical attention.

Skin Contact: In case of skin contact, remove any contaminated clothing and wash skin thoroughly with soap and water. Wash contaminated clothing thoroughly before reuse.

Eye Contact: If splashed into the eyes, flush with clean, lukewarm water (low pressure) for 15 minutes or until irritation subsides. If irritation persists, call a physician.

Ingestion: DO NOT INDUCE VOMITING. Give 1 to 2 cups of milk or water to drink. DO NOT GIVE ANYTHING BY MOUTH TO AN UNCONSCIOUS PERSON. Get prompt, qualified medical attention.

5 FIRE FIGHTING MEASURES

Flash Point: Not established

Flash Point Method: N.A.

Flammability: Not combustible.

Water, CO₂, dry chemical, foam.

Emergency equipment including self-contained breathing apparatus and full protective clothing should be worn by fire fighters. Use cold water spray to cool fire exposed containers to minimize risk of rupture. Material supports combustion. During a fire, irritating and toxic gases may be generated by thermal decomposition or combustion.

6 ACCIDENTAL RELEASE MEASURES

Dike or impound material and control further spillage if feasible. Cover spill with absorbent material such as sawdust, sand, sweeping compound, vermiculite or diatomaceous earth; collect material for disposal. Wash spill area with hot water.

7 HANDLING AND STORAGE

Handling Precautions: Containers should be tightly closed to prevent contamination with foreign materials and moisture. After partial use, pails must be tightly closed and used up as soon as possible. If contamination with isocyanates is suspected, do not reseal containers. Employee education and training in safe handling of this product are recommended.

Storage Requirements: Store in cool/dry area between 40-90 DEG F (4-32 DEG C). This material is storable for at least one year in sealed and unopened containers when kept dry and cool. Material is hygroscopic and may absorb small amounts of atmospheric moisture.

MSDS *Material Safety Data Sheet*

Advanced Polymer Technology

QUALIPUR 5610 PART A

MSDS Number: 7229

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8	EXPOSURE CONTROLS/PERSONAL PROTECTION
---	---------------------------------------

Engineering Controls: Educate and train employees in safe use of this product. Follow all label instruction. All ventilation should be designed in accordance with OSHA standard (29 CFR 1910.94).

Personal Protective Equip: Use splash goggles or safety glasses. Use chemical resistant gloves to avoid prolonged or repeated skin contact. A respirator may be recommended for certain applications; consider type of application and environmental concentrations. Take into account other materials being used concurrently. Observe OSHA regulations for respirator use (29 CFR 1910.134). Use chemical-resistant apron or other impervious clothing, if needed, to avoid contaminating regular clothing which could result in prolonged or repeated skin contact. Clean, fresh running water should be easily accessible to the work area. Avoid prolonged or repeated contact with skin. Remove contaminated clothing; launder or dry-clean before reuse. Remove contaminated shoes and thoroughly clean and dry before reuse. Cleanse skin thoroughly after contact, before breaks and meals, and at the end of the work period. Product is readily removed from skin by water-free hand cleaners followed by washing thoroughly with soap and water.

Exposure Limits: Not Established

9	PHYSICAL AND CHEMICAL PROPERTIES
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Appearance:	Pigmented Liquid	Solubility:	Insoluble in Water
Physical State:	Liquid	Freezing/Melting Pt.:	Not established
Spec Grav./Density:	1.06 @ 77 DEG F (25 DEG C)	Vapor Density:	Not established
Boiling Point:	Not established	VOC:	10.44 g/L
Vapor Pressure:	Not established		
pH:	N.A.		

10	STABILITY AND REACTIVITY
----	--------------------------

Stability: Product is stable under normal conditions.

Conditions to Avoid: N.A.

Materials to Avoid: Not established Oxidizing materials such as chlorates, peroxides, nitrates, perchlorates and permanganates.

Hazardous Decomposition: Material does not decompose at ambient temperatures.

Hazardous Polymerization: Will not occur.

11	TOXICOLOGICAL INFORMATION
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There are no known significant toxic effects observed for products of this chemical family. Certain polyester-based coatings have been shown to cause eye irritation or slight skin irritation in animal tests. With good standard industrial hygiene precautions, no adverse effects are expected as a result of the use of this product.

12	ECOLOGICAL INFORMATION
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Bioaccumulative potential: Not established

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Advanced Polymer Technology

QUALIPUR 5610 PART A

MSDS Number: 7229

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Ecotoxicity: Not established

Elimination (persistence and degradability): Not established

13	DISPOSAL CONSIDERATIONS
----	-------------------------

Dispose of in accordance with local regulations.

14	TRANSPORT INFORMATION
----	-----------------------

DOMESTIC TRANSPORT

SHIPPING NAME: Polyester Polyol
HAZARD CLASS: NON REGULATED
UN/NA NUMBER: None
PACKAGING GROUP: None
LABEL: None
PLACARD: None

ICAO/IATA (AIR)

PROPER SHIPPING NAME: Polyester Polyol
HAZARD CLASS DIVISION NUMBER: NON REGULATED
UN NUMBER: None
SUBSIDIARY RISK: None
PACKING GROUP: none
HAZARD LABEL(S): none
RADIOACTIVE?: Non-radioactive
PASSENGER AIR - MAXIMUM QUANTITY: none
PACKING INSTRUCTION NUMBER: none
CARGO AIR - MAXIMUM QUANTITY: none
PACKING INSTRUCTION NUMBER: none

IMO/MDG CODE (OCEAN)

PROPER SHIPPING NAME: Polyester Polyol
HAZARD CLASS DIVISION NUMBER: NON REGULATED
UN NUMBER: none
PACKING GROUP: none
HAZARD LABEL(S): none
HAZARD PLACARD(S): none

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15	REGULATORY INFORMATION
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COMPONENT / (CAS/PERC) / CODES

*Titanium oxide (TiO₂) (13463677 n/a%) MASS, OSHAWAC, PA, TXAIR

REGULATORY KEY DESCRIPTIONS

MASS = MA Massachusetts Hazardous Substances List

OSHAWAC = OSHA Workplace Air Contaminants

PA = PA Right-To-Know List of Hazardous Substances

TXAIR = TX Air Contaminants with Health Effects Screening Level

16	OTHER INFORMATION
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Disclaimer:

Although reasonable care has been taken in the preparation of this document, we extend no warranties and make no representations as to the accuracy or completeness of the information contained herein, and assume no responsibility regarding the suitability of this information for the user's intended purposes or for the consequences of its use. Each individual should make a determination as to the suitability of the information for their particular purpose(s).

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1	PRODUCT AND COMPANY IDENTIFICATION
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Manufacturer

Advanced Polymer Technology
P.O. Box 160
109 Conica Lane
Harmony, PA 16037

Contact: Senior Chemist
Phone: 724-452-1330
Fax: 724-452-1703
Email: info@advpolytech.com
Web: www.advpolytech.com

Product Name: QUALIPUR 5610 PART B
Revision Date: 1/27/2012
MSDS Number: 7230
Chemical Family: Aromatic Isocyanate
Synonyms: Polymeric Diphenylmethane Diisocyanate (pMDI)

This product is hazardous under the criteria of the Federal OSHA Hazard Communication Standard 29 CFR 1910.1200.

Transportation emergency phone number: Chemtel 800-255-3924

2	HAZARDS IDENTIFICATION
---	------------------------

Route of Entry: Skin and eye contact from liquid and aerosols (spray application). Inhalation - although this product is low in volatility, an inhaling hazard can exist from the aerosols or vapors formed during spraying.

Target Organs: Airways; Eyes; Skin;

Inhalation: ACUTE EXPOSURE: MDI vapors or mist at concentrations above the TLV can irritate (burning sensation) the mucous membranes in the respiratory tract (nose, throat, lungs) causing runny nose, sore throat, coughing, chest discomfort, shortness of breath and reduced lung function (breathing obstruction). Individuals with a pre-existing, non-specific bronchial hyperactivity can respond to concentrations below the TLV with similar symptoms as well as asthma attack. Exposure well above the TLV may lead to bronchitis, bronchial spasm and pulmonary edema (fluid in lungs). These effects are usually reversible. Chemical or hypersensitive pneumonitis, with flu-like symptoms (e.g., fever, chills) has also been reported. These symptoms can be delayed up to several hours after exposure.
CHRONIC EXPOSURE: As a result of previous repeated overexposures or a single large dose, certain individuals develop isocyanate sensitization (chemical asthma) which will cause them to react to a later isocyanate exposure at levels well below the TLV. These symptoms, which can include chest tightness, wheezing, cough, shortness of breath or asthma attack, could be immediate or delayed (up to several hours after exposure). Similar to many non-specific asthmatic responses, there are reports that once sensitized, an individual can experience these symptoms upon exposure to dust, cold air or other irritants. This increased lung sensitivity can persist for weeks and in severe cases for several years. Overexposure to isocyanates has also been reported to cause lung damage (including decrease in lung function) which may be permanent. Sensitization can either be temporary or permanent.

Skin: ACUTE EXPOSURE: Isocyanates react with skin protein and moisture and can cause irritation which may include the following symptoms: reddening, swelling, rash, scaling or blistering. Cured material is difficult to remove.
CHRONIC EXPOSURE: Prolonged contact can cause reddening, swelling, rash, scaling, blistering, and in some cases, skin sensitization. Individuals who have developed a skin sensitization can develop these symptoms as a result of contact with very small amounts of liquid material or as a result of exposure to vapor.

Eye: ACUTE EXPOSURE: Liquid, aerosols or vapors are irritating and can cause tearing, reddening and swelling. If left untreated, corneal damage can occur and injury is slow to heal. However, damage is usually reversible. (See Section

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VI for treatment)
CHRONIC EXPOSURE: None found.
Ingestion: ACUTE EXPOSURE: Can result in irritation and corrosive action in the mouth, stomach tissue and digestive tract. Symptoms can include sore throat, abdominal pain, nausea, vomiting and diarrhea.
CHRONIC EXPOSURE: None found.

3 COMPOSITION/INFORMATION ON INGREDIENTS

Ingredients:

Cas #	Chemical Name	Perc.
9016879	Isocyanic acid, polymethylenepolyphenyle	30-35%
101688	4,4'-Methylenediphenyl diisocyanate	15-20%
26447405	Benzene, 1,1'-methylenebis[isocyanato-	40-50%
103719	Phenyl isocyanate	trace ppm
108907	Chlorobenzene	trace ppm

OSHA Regulatory Status:

This MSDS contains valuable information critical to the safe handling and proper use of this product. This MSDS should be retained and available for employees and other users of this product.

4 FIRST AID MEASURES

Inhalation: Move to an area free from risk of further exposure. Administer oxygen or artificial respiration as needed. Obtain medical attention. Asthmatic-type symptoms may develop and may be immediate or delayed up to several hours. Consult physician should this occur.

Skin Contact: Remove contaminated clothing. Wash affected skin thoroughly with soap and water. Wash contaminated clothing thoroughly before reuse. For severe exposures get under safety shower after removing clothing, then get medical attention. For lesser exposure, seek medical attention if irritation develops or persists after the area is washed.

Eye Contact: Flush with copious amounts of lukewarm water for at least 15 minutes, holding eyelids open at all times. Refer individual to physician or ophthalmologist for immediate follow-up.

Ingestion: DO NOT INDUCE VOMITING. Wash out mouth with water. DO NOT GIVE ANYTHING BY MOUTH TO AN UNCONSCIOUS PERSON. Get prompt, qualified medical attention.

NOTE TO PHYSICIAN

SKIN: This compound is a known skin sensitizer. Treat symptomatically as for contact dermatitis or thermal burns. If burned, treat as thermal burn.

EYES: Stain for evidence of corneal injury. If cornea is burned, instill antibiotic steroid preparation frequently. Workplace vapors may produce reversible corneal epithelial edema impairing vision.

RESPIRATORY: This compound is a known pulmonary sensitizer. Treatment is essentially symptomatic. An individual having a skin or pulmonary sensitization reaction to this material should be removed from exposure to any isocyanate.

INGESTION: Treat symptomatically. There is no specific antidote. Inducing vomiting is contraindicated because of the irritating nature of

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this compound.

5 FIRE FIGHTING MEASURES

Flash Point: 453 DEG F (234 DEG C)
Flash Point Method: Pensky-Martens Closed Cup (ASTM D-93)
Autoignition Temp: Not established
LEL: N.A.
UEL: N.A.

Dry chemical (e.g. monoammonium phosphate, potassium sulfate, and potassium chloride), carbon dioxide, high expansion (proteinic) chemical foam, water spray for large fires. Full emergency equipment with self-contained breathing apparatus and full protective clothing should be worn by fire fighters. During a fire, vapors and other irritating, highly toxic gases may be generated by thermal decomposition or combustion. At temperatures greater than 400 DEG F (204 DEG C), this product can be polymerized and decompose which can cause pressure build-up in closed containers. Explosive rupture is possible. Therefore, use cold water to cool fire-exposed containers.

Unusual Fire or Explosion Hazards:

Large fires can be extinguished with large volumes of water applied from a safe distance, since reaction between water and hot diisocyanate can be vigorous.

6 ACCIDENTAL RELEASE MEASURES

Cover the spill with sawdust, vermiculite, Fuller's earth or other absorbent material. Pour decontamination solution over spill area and allow to react for at least 10 minutes. Collect material in open containers and add further amounts of decontamination solution. Remove containers to safe place, cover loosely, and allow to stand for 24 to 48 hours. Wash down area with decontamination solutions. Decontamination solutions: non-ionic surfactant Union Carbide's Tergitol TMN-10 (20%) and water (80%); concentrated ammonia (3-8%), detergent (2%) and water (90-95%). Respiratory protection is recommended during spill clean-up.

7 HANDLING AND STORAGE

Handling Precautions: Avoid breathing vapors or mist; Avoid contact with eyes, skin, or clothing; Do not expose containers to open flame, excessive heat, or direct sunlight.
Storage Requirements: Storage temperature: Minimum 64 DEG F (18 DEG C) / Maximum 86 DEG F (30 DEG C).
Store in tightly closed containers to prevent moisture contamination. This product reacts slowly with water to form CO₂ gas. This gas can cause sealed containers to expand and possibly rupture. Do not reseal if contamination is suspected.
Store in cool/dry area.

8 EXPOSURE CONTROLS/PERSONAL PROTECTION

Engineering Controls: Educate and train employees in safe use of this product. Follow all label instruction. Local exhaust should be used to maintain levels below the TLV whenever this product is processed, heated or spray applied. For spray applications, an air-supplied respirator must be worn. All ventilation should be

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Personal Protective Equip:

designed in accordance with OSHA standard (29 CFR 1910.94).

An air-supplied respirator must be worn during spray applications, during long-term (over 1 hour) exposures when the product is heated or in environments of high concentrations near the TLV, an air-purifying respirator equipped with organic cartridges or canisters and dust filters can be used. However, due to the poor warning properties of this product, proper fit and timely replacement of filter elements must be ensured. Observe OSHA regulations for respirator use (29 CFR 1910.134). Chemical resistant gloves (butyl rubber, nitrile rubber). Cover as much of the exposed area as possible with appropriate clothing. If skin creams are used, keep the area covered only by the cream to a minimum.

Liquid chemical goggles or full-face shield. Contact lenses should not be worn.

ADDITIONAL PROTECTIVE MEASURES: Clean, fresh running water should be available.

Exposure Limits:

USA OSHA (TWA_s)/PEL): 0.02 ppm
NIOSH (TWA): 0.005 ppm
IDLH: 75 mg/m³
NIOSH (C 10 min): 0.02 ppm

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PHYSICAL AND CHEMICAL PROPERTIES

Appearance:	Dark Brown	Odor:	Slightly musty
Physical State:	Liquid	Solubility:	Reacts slowly with water to liberate CO ₂ gas
Spec Grav./Density:	1.24 @ 77 DEG F (25 DEG C)	Freezing/Melting Pt.:	< 32 F (0 C)
Boiling Point:	406 F (208 C)	Vapor Density:	8.5 (MDI)
Vapor Pressure:	< 0.0001 mmHg @ 25 °C (77 °F)	VOC:	0 g/L
pH:	N.A.	Bulk Density:	10.3 lbs/gal

10

STABILITY AND REACTIVITY

Stability:	Product is stable under normal conditions.
Conditions to Avoid:	Temperatures less than 32 DEG F (0 DEG C). Freezing may effect the quality of the product
Materials to Avoid:	Water, amines, strong bases, alcohols.
Hazardous Decomposition:	By Fire and High Heat: hydrogen cyanide, Carbon dioxide (CO ₂), carbon monoxide (CO), oxides of nitrogen (NO _x), dense black smoke, Isocyanate, Isocyanic Acid, Other undetermined compounds.
Hazardous Polymerization:	May occur if in contact with moisture or other materials which react with isocyanates. May occur at temperatures over 400 DEG F (204 DEG C).

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TOXICOLOGICAL INFORMATION

Acute Eye Effects: Liquid, aerosols or vapors are irritating and can cause tearing, reddening and swelling. If left untreated, cornea damage can occur and injury is slow to heal. However, damage is usually reversible. (See Section VI for treatment)

Acute Skin Effects: Isocyanates react with skin protein and moisture and can cause irritation which may include the following symptoms: reddening, swelling, rash, scaling or blistering. Cured material is difficult to remove

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Accute Inhalation Effects: Vapors or mist at concentrations above the TLV can irritate (burning sensation) the mucous membranes in the respiratory tract (nose, throat & lungs) causing runny nose, sore throat, coughing, chest discomfort, shortness of breath and reduced lung function (breathing obstruction). Individuals with a pre-existing, non-specific bronchial hyperreactivity can respond to concentrations below the TLV with similar symptoms as well as asthma attack. Exposure well above the TLV may lead to bronchitis, bronchial spasm and pulmonary edema (fluid in the lungs). These effects are usually reversible. Chemical or hypersensitive pneumonitis, with flu like symptoms (e.g. fever, chills) have also been reported. These symptoms can be delayed up to several hours after exposure.

Acute Ingestion Effects: Can result in irritation and corrosive action in the mouth, stomach tissue and digestive tract. Symptoms can include sore throat, abdominal pain, nausea, vomiting and diarrhea.

Chronic Eye Effects: None found

Chroic Skin Effects: Prolonged contact can cause reddening, swelling, rash, scaling, blistering, and in some cases, skin sensitization. Individuals who have developed a skin sensitization can develop these symptoms as a result of contact with very small amounts of liquid material or as a result of exposure to vapor.

Chronic Inhalation Effects: As a result of previous repeated overexposures or a single large dose, certain individuals develop isocyanate sensitization (chemical asthma) which will cause them to react to a later exposure to isocyanate at levels well below the TLV. These symptoms which can include chest tightness, wheezing, coughing, shortness of breath or asthma attack, could be immediate or delayed (up to several hours after exposure). Similar to many non-specific asthmatic responses, there are reports that once sensitized, an individual can experience these symptoms upon exposure to dust, cold air or other irritants. This increased lung sensitivity can persist for weeks and in severe cases for several years. Overexposure to isocyanates has also been reported to cause lung damage (including decrease in lung function) which may be permanent. Sensitization can either be temporary or permanent.

Chronic Ingestion Effects: None found

Polymeric MDI:

Acute Oral Toxicity

LD50: > 2,000 mg/kg (rat, Male/Female)

Acute Inhalation Toxicity

LC50: 490 mg/m3, vapor, 4 h (rat)

Repeated Dose Toxicity

90 Days, inhalation: NOAEL: 1 mg/m3, (rat, Male/Female, 6 hrs/day 5 days/week)

Irritation to lungs and nasal cavity.

2 years, inhalation: NOAEL: 0.2 mg/m3, (rat, Male/Female, 6 hrs/day 5 days/week)

Irritation to lungs and nasal cavity.

Mutagenicity

Genetic Toxicity in Vitro:

Bacterial - gene mutation assay: negative (Salmonella typhimurium, Metabolic Activation: with/without)

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Carcinogenicity

rat, Male/Female, inhalation, 2 Years, 6 hrs/day 5 days/week

Exposure to a level of 6 mg/m³ polymeric MDI was related to the occurrence of lung tumors. This level is significantly over the TLV for MDI.

Developmental Toxicity/Teratogenicity

rat, female, inhalation, gestation days 6-15, 6 hrs/day, NOAEL (teratogenicity): 12 mg/m³, NOAEL

(maternal): 4 mg/m³

No Teratogenic effects observed at doses tested. Fetotoxicity seen only with maternal toxicity.

4,4'-MDI:

Acute Inhalation Toxicity

LC50: 369 mg/m³, 4 hrs (rat, Male/Female)

LC50: > 2240 mg/m³, aerosol, 1 h (rat)

Acute dermal toxicity

LD50: > 10,000 mg/kg (rabbit)

Skin Irritation

rabbit, Draize Test, Slightly irritating

Eye Irritation

rabbit, Draize Test, Slightly irritating

Sensitization

dermal: sensitizer (guinea pig, Maximisation Test (GPMT))

inhalation: sensitizer (Guinea pig)

Repeated Dose Toxicity

90 Days, inhalation: NOAEL: 0.3 mg/m³, (rat, Male/Female, 18 hrs/day, 5 days/week)

Irritation to lungs and nasal cavity.

Mutagenicity

Genetic Toxicity in Vitro:

Ames: (Salmonella typhimurium, Metabolic Activation: with/without)

Positive and negative results were reported. The use of certain solvents which rapidly hydrolyze diisocyanates is suspected of producing the positive mutagenicity results.

Genetic Toxicity in Vivo:

Micronucleus Assay: negative (mouse)

Carcinogenicity

rat, Female, inhalation, 2 Years, 17 hrs/day, 5 days/week

negative

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ECOLOGICAL INFORMATION

Ecological Data for 2,4-MDI:

Biodegradation

0 %, Exposure time: 28 Days

Bioaccumulation

Rainbow trout, Exposure time: 112 d, < 1 BCF

Does not bioaccumulate.

Acute and Prolonged Toxicity to Fish

LC0: > 1,000 mg/l (Zebra fish (*Brachydanio rerio*), 96 hrs)

LC0: > 3,000 mg/l (Killifish (*Oryzias latipes*), 96 h)

Acute Toxicity to Aquatic Invertebrates

EC50: > 1,000 mg/l (Water flea (*Daphnia magna*), 24 hrs)

Toxicity to Aquatic Plants

NOEC: 1,640 mg/l, End Point: growth (Green algae (*Scenedesmus subspicatus*), 72 hrs)

Toxicity to Microorganisms

EC50: > 100 mg/l, (Activated sludge microorganisms, 3 hrs)

Additional Ecotoxicological Remarks

Ecotoxicity data based on polymeric MDI

Ecological Data for 4,4'-MDI:

Acute and Prolonged Toxicity to Fish

LC50: > 500 mg/l (Zebra fish (*Brachydanio rerio*), 24 hrs)

Acute Toxicity to Aquatic Invertebrates

EC50: > 500 mg/l (Water flea (*Daphnia magna*), 24 hrs)

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DISPOSAL CONSIDERATIONS

Waste and container disposal must be in accordance with federal, state, and local environmental control regulations. Incineration is the preferred method. Empty containers must be handled with care due to product residue. Decontaminate prior to disposal. DO NOT HEAT OR CUT EMPTY CONTAINERS WITH ELECTRIC OR GAS TORCH.

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TRANSPORT INFORMATION

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DOT (HM-181; DOMESTIC SURFACE)

UN/NA NUMBER: NA 3082
D.O.T. SHIPPING NAME: Other Regulated Substances, Liquid, N.O.S.
(Methylene diphenyl diisocyanate)
D.O.T. HAZARD CLASS: 9
PACKAGING GROUP: PG III
D.O.T. LABEL: Class 9
D.O.T. PLACARD: Class 9
DOT PRODUCT RQ lbs (kgs): 5000 lbs (2270 kg)
* When in containers of less than the product RQ, this material ships as NON-REGULATED

ICAO/IATA (AIR)

UN NUMBER: none
PROPER SHIPPING NAME: Aromatic Isocyanate
HAZARD CLASS DIVISION NUMBER: NON-REGULATED
SUBSIDIARY RISK: none
PACKING GROUP: none
HAZARD LABEL(S): none
RADIOACTIVE?: Non-radioactive
PASSENGER AIR - MAXIMUM QUANTITY: none
PACKING INSTRUCTION NUMBER: none
CARGO AIR - MAXIMUM QUANTITY: none
PACKING INSTRUCTION NUMBER: none

IMO/MDG CODE (OCEAN)

UN NUMBER: none
PROPER SHIPPING NAME: Aromatic Isocyanate
HAZARD CLASS DIVISION NUMBER: NON-REGULATED
PACKING GROUP: none
HAZARD LABEL(S): none
HAZARD PLACARD(S): none

15	REGULATORY INFORMATION
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COMPONENT / (CAS/PERC) / CODES

*Isocyanic acid, polymethylenepolyphenylene ester (9016879 30-40%) SARA313

*4,4'-Methylenediphenyl diisocyanate (101688 25-35%) CERCLA, HAP, MASS, NJHS, OSHAWAC, PA, SARA313, TXAIR

*Chlorobenzene (108907 n/a%) CERCLA, CSWHS, EPCRAWPC, HAP, HWRCRA, MASS, NJHS, OSHAWAC, PA, PRIPOL, SARA313, TOXICRCRA, TXAIR, TXHWL

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TSCA: All components in this mixture are included on the TSCA inventory.

REGULATORY KEY DESCRIPTIONS

SARA313 = SARA 313 Title III Toxic Chemicals

CERCLA = Superfund clean up substance

HAP = Hazardous Air Pollutants

MASS = MA Massachusetts Hazardous Substances List

NJHS = NJ Right-to-Know Hazardous Substances

OSHAWAC = OSHA Workplace Air Contaminants

PA = PA Right-To-Know List of Hazardous Substances

TXAIR = TX Air Contaminants with Health Effects Screening Level

CSWHS = Clean Water Act Hazardous substances

EPCRAWPC = EPCRA Water Priority Chemicals

HWCRA = RCRA Hazardous Wastes

PRIPOL = Clean Water Act Priority Pollutants

TOXICRCRA = RCRA Toxic Hazardous Wastes (U-List)

TXHWL = TX Hazardous Waste List

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OTHER INFORMATION

Disclaimer:

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This information is given in good faith and based on our current knowledge of the product.



Accella Polyurethane Systems

Safety Data Sheet

1. Identification of Substance:

Product Name: Tru-Motion F6031 Series

Supplier Identification:
Accella Polyurethane Systems

Telephone:
314-872-8700

Address:
2500 Adie Road
Maryland Heights, MO 63043

24-Hr. Emergency Phone Number:
CHEMTREC (800) 424-9300

Product Use: Water-borne polyurethane coating

2. Hazards Identification:

GHS Ratings:

Skin corrosive 3 Reversible adverse effects in dermal tissue, Draize score: $\geq 1.5 < 2.3$
Eye corrosive 2A Eye Irritant: Subcategory 2A, Reversible in 21 days

GHS Hazards

H316 Causes mild skin irritation
H319 Causes serious eye irritation

GHS Precautions

P264 Wash hands thoroughly after handling
P280 Wear protective gloves/protective clothing/eye protection/face protection
P305+P351+P338 IF IN EYES: Rinse continuously with water for several minutes. Remove contact lenses if present and easy to do – continue rinsing
P332+P313 If skin irritation occurs: Get medical advice/attention
P337+P313 Get medical advice/attention

Signal Word: Warning



3. Composition/Data on Components:

Chemical Name	CAS number	Weight Concentration %
Titanium dioxide	13463-67-7	10.00% - 20.00%
Silica, amorphous, precipitated and gel	112926-00-8	1.00% - 5.00%

1,2-Propylene glycol	57-55-6	1.00% - 5.00%
Triethylamine	121-44-8	1.00% - 5.00%
Carbon black	1333-86-4	0.10% - 1.00%

4. First Aid Measures:

Inhalation: If symptoms ensue, move to fresh air. If breathing is difficult, give oxygen.

After Eye Contact: Rinse opened eye for at least 15 minutes under running water. Remove contact lenses if present and easy to do so, and continue rinsing.

After Skin Contact: Clean affected area with soap and plenty of water.

After Swallowing: Consult physician.

Notes to Physician: Treat symptomatically

5. Fire Fighting Measures:

Flash Point: >212°F, 100°C

LEL: N/A

UEL: N/A

Suitable Extinguishing Agents: Water spray, CO2, Foam, Dry chemical

Information about Protection against Explosions and Fires: Closed containers may rupture when exposed to extreme heat.

Dangerous Products of Decomposition: Oxides of carbon, oxides of nitrogen, and traces of HCN

Protective Equipment: Firefighters should wear a pressure demand self-contained breathing apparatus and protective clothing.

6. Accidental Release Measures:

Person-Related Safety Precautions: Avoid contact with skin and eyes.

Measures for Environmental Protection: Cover and contain spill with absorbent material. Collect for proper disposal according to local, state, and federal regulations. Clean up with water.

7. Handling and Storage:

Information for Safe Handling: Avoid contact with skin or inhalation.

Storage Requirements: Store in dry, well ventilated area. Keep containers tightly closed. Store between 60°F-100°F. Material may settle.

8. Exposure Controls and Personal Protection:

Chemical Name / CAS No.	OSHA Exposure Limits	ACGIH Exposure Limits	Other Exposure Limits
Titanium dioxide 13463-67-7	15 mg/m3 TWA (total dust)	10 mg/m3 TWA	Not Established
Silica, amorphous, precipitated and gel 112926-00-8	Not Established	Not Established	Not Established
1,2-Propylene glycol 57-55-6	Not Established	Not Established	Not Established
Triethylamine 121-44-8	25 ppm TWA; 100 mg/m3 TWA	3 ppm STEL 1 ppm TWA	Not Established
Carbon black 1333-86-4	3.5 mg/m3 TWA	3 mg/m3 TWA (inhalable fraction)	NIOSH: 3.5 mg/m3 TWA; 0.1 mg/m3 TWA (Carbon black in presence of Polycyclic aromatic hydrocarbons, as PAH)

Engineering Controls: No specific measures required.

General Protective and Hygienic Measures: Usual precautionary measures should be adhered to when handling chemicals.

Personal Protective Equipment:

Respiratory Protection: None required if work area is properly ventilated.

Hand Protection: Protective chemical resistant gloves.

Eye Protection: Safety glasses.

Body Protection: Protective work clothing. Launder separately.

9. Physical and Chemical Properties:

Appearance: Various colored liquid	Odor: Mild
Vapor Pressure: N/A	Odor threshold: N/A
Vapor Density: N/A	pH: N/A
Specific Gravity: 1.26	Melting point: N/A
Freezing point: N/A	Solubility: N/A
Boiling range: 90 - 100°C	Flash point: >212°F, 100°C
Evaporation rate: N/A	Flammability: N/A
Explosive Limits: N/A	Partition coefficient N/A (n-octanol/water):
Autoignition temperature: 249°C	Decomposition temperature: N/A

10. Stability and Reactivity:

Incompatible Materials: Avoid contact with isocyanates and strong oxidizing agents.

Hazardous Polymerization: Not expected to occur.

Dangerous Products of Decomposition: Oxides of carbon, oxides of nitrogen, traces of HCN.

11. Toxicological Information:

Mixture Toxicity

Component Toxicity

121-44-8

Triethylamine

Oral LD50: 460 mg/kg (Rat) Dermal LD50: 415 mg/kg (Rabbit) Inhalation LC50: 1,250 ppm (Rat)

Toxicity Values Listed if Known

Acute Toxicity:

Eyes: May cause irritation & burns.

Skin: Minor potential for irritation.

Inhalation: Liquid may cause irritation.

Ingestion: May cause irritation & burns.

Chronic Effects: Not expected to cause any adverse chronic health effects.

Routes of Entry : Inhalation, ingestion, skin contact, eye contact

Target Organs: Respiratory track, eyes, skin

Chemicals with Known or Possible Carcinogenic Effects:

<u>CAS Number</u>	<u>Description</u>	<u>% Weight</u>	<u>Carcinogen Rating</u>
13463-67-7	Titanium dioxide	10 to 20%	Titanium dioxide: NIOSH: potential occupational carcinogen IARC: Possible human carcinogen OSHA: listed
1333-86-4	Carbon black	0.1 to 1.0%	Carbon black: NIOSH: potential occupational carcinogen IARC: Possible human carcinogen OSHA: listed

12. Ecological Information:

General Information: Based on experience, no adverse effects are to be expected if correct disposal procedures have been followed as indicated in section 13. Individual component ecotoxicity listed if known.

Component Ecotoxicity

1,2-Propylene glycol

96 Hr LC50 Oncorhynchus mykiss: 51600 mg/L [static]; 96 Hr LC50 Oncorhynchus mykiss: 41 - 47 mL/L [static]; 96 Hr LC50 Pimephales promelas: 51400 mg/L [static];
96 Hr LC50 Pimephales promelas: 710 mg/L
48 Hr EC50 Daphnia magna: >1000 mg/L [Static]
96 Hr EC50 Pseudokirchneriella subcapitata: 19000 mg/L

Triethylamine

96 Hr LC50 Pimephales promelas: 43.7 mg/L [static]
48 Hr EC50 Daphnia magna: 200 mg/L

13. Disposal Considerations:

Recommendation: Observe local requirements. Dispose of in accordance with local/state/federal regulations.

14. Transport Information:

Not classified as a dangerous good according to transport regulations unless specifically cited below:

<u>Agency</u>	<u>Proper Shipping Name</u>	<u>UN Number</u>	<u>Packing Group</u>	<u>Hazard Class</u>
---------------	-----------------------------	------------------	----------------------	---------------------

15. Regulatory Information:

OSHA HAZARD COMMUNICATION STANDARD: This material is classified as hazardous in accordance with OSHA 29 CFR 1910.1200.

SARA 311/312 Hazard Categories: Acute health hazard.

California Proposition 65

(Safe Drinking Water and Toxic Enforcement Act of 1986)

This product contains no substances known to the State of California to cause cancer, birth defects or other reproductive harm, at levels which would require a warning under the statute unless otherwise listed:

Warning: This product contains chemicals known to the State of California to cause cancer and/or birth defects or other reproductive harm:

Carbon black 1333-86-4 0.1 to 1.0 % CARC

Titanium dioxide 13463-67-7 10 to 20 % CARC

Massachusetts Right To Know List:

Carbon black 1333-86-4 0.1 to 1.0 %

Triethylamine 121-44-8 1 to 5 %

Silica, amorphous, precipitated and gel 112926-00-8 1 to 5 %

Titanium dioxide 13463-67-7 10 to 20 %

New Jersey Right To Know List:

Carbon black 1333-86-4 0.1 to 1.0 %

Triethylamine 121-44-8 1 to 5 %

1,2-Propylene glycol 57-55-6 1 to 5 %

Silica, amorphous, precipitated and gel 112926-00-8 1 to 5 %

Titanium dioxide 13463-67-7 10 to 20 %

Pennsylvania Right To Know List:

Carbon black 1333-86-4 0.1 to 1.0 %

Triethylamine 121-44-8 1 to 5 %

1,2-Propylene glycol 57-55-6 1 to 5 %

Silica, amorphous, precipitated and gel 112926-00-8 1 to 5 %

Titanium dioxide 13463-67-7 10 to 20 %

Chemicals subject to SARA 313 Reporting:

Triethylamine 121-44-8 1 to 5 % Emissions

All Substances Listed on TSCA Inventory Unless Noted:

- None

16. Other Information:

Safety Data Sheet issued by Product Safety Department

This information is furnished without warranty, expressed or implied, except that it is accurate to the best knowledge of Accella Polyurethane Systems. The data on these sheets relates only to the specific material designated herein. Accella Polyurethane Systems assumes no legal responsibility for use or reliance upon this data. It is the user's responsibility to ensure that their activities comply with federal, state, or local laws.

Date revised: 2016-06-30

Reviewer Revision 2

Date Prepared: 6/30/2016

Ecore Athletic Rubber Products

1. IDENTIFICATION OF THE PRODUCT & MANUFACTURER	1.1 Product Name: Everlast Basic Rolls & Tiles, Ultra Tiles, SmashTile, Performance (Motivate, Rally, Beast, Monster), Regrind, 4735 (BL40), 6010SP (BL41), 6015H (BL46) 1.2 Company Details: Ecore International Inc., 715 Fountain Avenue, Lancaster, PA 17601 Phone: 717.295.3400 Fax: 717.295.3414
2. HAZARD(S) IDENTIFICATION	These products are non-hazardous
3. COMPOSITION / INFORMATION ON INGREDIENTS	There are no substances in this product presenting a health or environmental hazard within the meaning of the Chemicals (Hazard Information & Packaging for Supply) Regulations
4. FIRST AID MEASURES	Inhalation: no specific measures required Eye contact: no specific measures required Skin contact: no specific measures required Ingestion: no specific measures required
5. FIRE FIGHTING MEASURES	5.1 Suitable extinguishing media: Water spray jet, foam, dry powder, carbon dioxide 5.2 Extinguishing media that MUST NOT be used: Not applicable 5.3 Special exposure hazard arising from combustion products, resulting gases: carbon monoxide, hydrogen chloride, sulfur oxides, nitrogen oxides, aromatic hydrocarbons, PAH's, particulate matter, ozone, heavy metals. 5.4 Special protective equipment for firefighting: Use respiratory protection independent of recirculated air.
6. ACCIDENTAL RELEASE MEASURES	6.1 Personal precautions: No special measures required 6.2 Environmental precautions: No special measures required 6.3 Methods for cleaning up: Dispose of according to regulations
7. HANDLING & STORAGE	7.1 General information: No special protective measures required 7.2 Handling: Normal safe handling practices must be applied 7.3 Storage: Rolls should be stored horizontally
8. EXPOSURE CONTROLS/ P.P.E.	Personal protection equipment: None required
9. PHYSICAL & CHEMICAL PROPERTIES	Appearance: Combination of colored rubber crumb and black recycled rubber crumb.
10. STABILITY & REACTIVITY	10.1 General information: If stored and handled in accordance with standard industry practices, no hazardous reactions are known 10.2 Hazardous decomposition information: Thermal decomposition in the presence of air may yield hydrogen chloride gas, carbon dioxide and carbon monoxide
11. TOXICOLOGICAL INFORMATION	11.1 General information: No harmful effects have been reported to date Inhalation: not applicable Eye contact: not applicable Skin contact: no known hazard Ingestion: not applicable
12. ECOLOGICAL INFORMATION	12.1 Environmental fate and distribution: The products have no mobility in soil; are insoluble in water; are not expected to bioaccumulate 12.2 Persistence and degradability: The products will not biodegrade
13. DISPOSAL CONSIDERATIONS	Dispose of in accordance with local and national legislation
14. TRANSPORT INFORMATION	The products are not classified as dangerous for transportation
15. REGULATORY INFORMATION	The products are defined as "not hazardous" in the Chemicals Hazard Information and Packaging regulations (CHIP3)
16. OTHER INFORMATION	Ecore International provides a Product Safety Data Sheet (PSDS) for finished products based on the "article exemption" found in 29 CFR 1910.1200 (b) (6) (v). An article is defined as: "a manufactured item other than a fluid or particle: (i) which is formed to a specific shape or design during manufacture; (ii) which has an end use function dependent in whole or in part upon its shape or design during end use; and (iii) which under normal conditions of use, does not release more than very small quantities, e.g. minute or trace amounts of a hazardous chemical and does not pose a physical hazard or health risk to employees." Disclaimer: Although the above information is presented in good faith and believed to be correct as of the current date, Ecore International gives no guarantee and disclaims responsibility for individual items being incomplete or incorrect. Furthermore, Ecore gives no guarantee that all possible measures are contained within the safety data sheet (including exceptional circumstances)

Doc. Number: LNC01.RD.PSL.PS.0060

Rev.: 003

Original issue: 1-Mar-2014

Reviewed: 7-Mar-2019

Reviewed by: W. Welch



DYNAFORCE® INDOOR FLOORING SYSTEM



ENERGY STARTS WITH THE ATHLETE
DYNAFORCE® RAISES IT TO A HIGHER LEVEL



**You'll find DynaForce® at hundreds of universities,
schools & recreational facilities nationwide.**



A hybrid system that merges the best attributes of sheet and poured systems so any athlete can excel. Best+Best=DynaForce®.

The beauty of this system isn't just its amazing looks. DynaForce® is about superior performance, safety and flexibility.

From basketball to volleyball, PE to aerobics, soccer to football drills and more, DynaForce® delivers:

- **Greater customization.** You choose more or less padding, more or less resilience.
- **Superior energy return** for higher performance competition.
- **Greater tensile strength** for superior static & rolling load characteristics – think banquet tables, bleacher loads, fitness equipment.
- **Seamless, non-porous surface** enhances performance, durability and sanitation.

- **Easy, cost-efficient updating through refinishing** – no expensive removal or replacement.
- **Durability** – 15+ year life span!
- **Ideal shock absorption** for high performance and safety.

Reduced joint stress and fatigue, fewer injuries, greater player confidence, better quality training & competition, greater comfort

- **Long-term aesthetic appeal** – special finish, 8+ colors, customization.
- **Flexibility** – works in conjunction with our indoor track & other multi-purpose products.
- **Environmental stewardship** – DynaForce is recyclable, eligible for 6+ LEED points and installed with our Zero Mercury product formulations.

Dynamic: Pertaining to energy or power in motion; involving or causing energy, motion, action or change: opposite to static.

DYNAFORCE® INDOOR FLOORING SYSTEM



DYNAFORCE®: CONTAINED ENERGY THAT WILL PERFORM INTO THE NEXT DECADE AND BEYOND

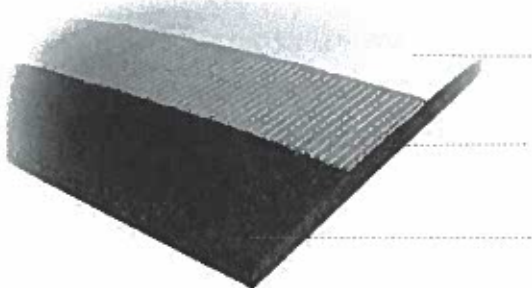
DYNAFORCE®

We customize each system to your needs. Choose...

- Your system thickness, from 6 mm to 16 mm, for desired performance.
- The surface texture and wear layer you need, from tennis to track.
- The right warranty for your investment.
- Customized color, logo and layout choices.



DynaForce® delivers unmatched durability through its incredibly strong top layer that will not separate over time. And it can be refinished without costly removal or replacement.



Seamless, self leveling 2 mm polyurethane wear layer performs like wood, with optimum slide and slip resistance and resilience. The next generation in polyurethane technology, DynaForce's resin is low maintenance, durable, anti-bacterial, impervious and virtually indestructible.

Optional fiberglass reinforcing layer for greater dimensional strength.

Dual-Durometer technology combines special polyurethane layer with technologically advanced base-mat underlay for greater durability and resistant wear. The result: a more predictable floor surface with superior deformation recovery and even distribution of point loads.

Bring on the sports, aerobics, equipment, banquets, street shoes...

- Low life-cycle cost due to ease of refinishing – no removal or replacement necessary.
- Available in a range of shock absorption levels, DynaForce's special recycled rubber pad delivers better, more consistent shock absorption and is eligible for LEED points.
- Specifically designed comfort layer returns maximum dimensional memory and load capacity.
- Special UV-cured polyurethane finish.

The Dynamic Story:

We are a premiere, full-service contractor specializing *only* in high performance and multipurpose flooring solutions. An American company, we take pride in delivering products made entirely in the USA in an **ISO 9001-2000 certified facility**.

We also take pride in our team. We employ the most experienced installation technicians in the industry to install 100+ indoor sports floors and running tracks annually. *No subcontractors*. And we manufacture, sell and install directly to you, the customer. We believe this is the best way to deliver a better product, plus it allows us to deliver *unmatched value pricing!* We're led by people who've been champions of this business for 15+ years.



Environmental stewardship is at the core of the Dynamic philosophy. We create recyclable products from locally sourced materials, re-using existing and rapidly re-newable resources. Our VOC compliant sustainable systems are eligible for LEED points, installed with zero-mercury product formulations and are less chemically demanding.

Floor Colors



BRICK



GREEN



BLUE



DK BLUE



WHITE



GRAY



TAN



GOLD



CAMEL

Line Colors



LT GRAY



BLACK



BLUE



GREEN



YELLOW



ORANGE



RED

*Colors are representative only.

For actual color selections, contact your Dynamic Sports Construction sales representative.

Dynamic: Pertaining to energy or power in motion; involving or causing energy, motion, action or change: opposite to static.



COMPLIANCE TESTED by berkeley analytical

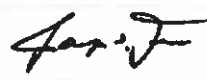
VOC Emission Test Certificate

Product Name: DynaForce

Product Sample Information

Company: Dynamic Sports Construction, Inc
Company Website: www.dynamicsportsconstruction.com
Product Type: Flooring (all types)
Date Produced: 9/26/2018

Certificate Information

Certificate No: 181019-01
Certified By: 
Raja S. Tannous, Laboratory Director
Date: October 19, 2018

Reference Standard: California Department of Public Health CDPH/EHLB/Standard Method Version 1.2, 2017
(Emission testing method for CA Specification 01350)

Acceptance Criteria and Results Demonstrating Compliance of Product Sample to Referenced Standard:

Exposure Scenario ¹	Individual VOCs of Concern ²		Formaldehyde ³		TVOC ⁴
	Criterion	Compliant?	Criterion	Compliant?	
School Classroom	≤½ Chronic REL	YES	≤9.0 µg/m ³	YES	> 0.5 - 4.9 mg/m ³
Private Office	≤½ Chronic REL	YES	≤9.0 µg/m ³	YES	> 0.5 - 4.9 mg/m ³

Product Coverage⁵: Not applicable

1. Exposure scenarios & product quantities for classroom & office are defined in Tables 4-2 – 4-5 (CDPH Std. Mtd. V1.2-2017)
2. Maximum allowable concentrations of individual target VOCs are specified in Table 4-1 (*ibid.*)
3. Maximum allowable formaldehyde concentration is ≤9 µg/m³, effective Jan 1, 2012; previous limit was ≤16.5 µg/m³ (*ibid.*)
4. Informative only; predicted TVOC Range in three categories, i.e., ≤0.5 mg/m³, >0.5 – 4.9 mg/m³, and ≥5.0 mg/m³
5. Informative and applicable only to tests of wet-applied products; grams of sample applied per square meter of substrate

Standards & Codes Recognizing CDPH Standard Method V1.2 (partial list)

- USGBC LEED Version 4, BD&C, ID&C
- The WELL Building Standard
- ANSI/GBI 01, Green Building Assessment Protocol
- Green Guide for Healthcare V2.2

Narrative: Dynamic Sports Construction, Inc selected a sample representative of its DynaForce, a polyurethane resilient rubber athletic flooring product and submitted it on 9/27/2018 for testing. Berkeley Analytical measured and evaluated the emissions of VOCs from this sample following CDPH/EHLB/Standard Method V1.2-2017. The results of the test are presented in Berkeley Analytical report, 649-002-01A-Oct1918.

Berkeley Analytical is an independent, third-party laboratory specializing in the analysis of organic chemicals emitted by and contained in building products, finishes, furniture, and consumer products. We are an ISO/IEC 17025 accredited laboratory (IAS, [TL-383](#)); all standards used in performing this test are in Berkeley Analytical's scope of accreditation.

DISCLAIMER: THIS CERTIFICATE OF COMPLIANCE AFFIRMS THAT: 1) A SAMPLE OF THE LISTED PRODUCT WAS TESTED ACCORDING TO THE REFERENCED STANDARD; 2) THE MEASURED VOC EMISSIONS FROM THE SAMPLE WERE EVALUATED FOR THE DEFINED EXPOSURE SCENARIO(S); AND 3) THE RESULTS MEET THE ACCEPTANCE CRITERIA OF THE REFERENCED STANDARD(S). BERKELEY ANALYTICAL IS NOT RESPONSIBLE FOR ANY CLAIMS REGARDING A PRODUCT OR PRODUCTS ENTERED INTO COMMERCE THAT MAY BE BASED ON THIS TEST. BERKELEY ANALYTICAL PROVIDES THIS CERTIFICATE OF COMPLIANCE "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-555382

Date Filed:
10/25/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Dynamic Sports Construction
Leander, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Galveston

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

COG-CON-19-115
Supply and install Athletic flooring

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Melissa Loudermilk and my date of birth is 05-21-1978

My address is 301 Sennypk. Leander TX 78641 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of TX, on the 25th day of Oct., 2019.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER IMA, Inc. - Wichita Division PO Box 2992 Wichita, KS 67201 316 267-9221	CONTACT NAME: PHONE (A/C, No, Ext): 316 267-9221 FAX (A/C, No): 316 266-6254 E-MAIL ADDRESS: <table border="1"> <tr> <th data-bbox="815 426 1437 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1437 426 1572 451">NAIC #</th> </tr> <tr> <td data-bbox="815 451 1437 478">INSURER A : Regent Insurance Company</td> <td data-bbox="1437 451 1572 478">24449</td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Regent Insurance Company	24449						
INSURER(S) AFFORDING COVERAGE	NAIC #										
INSURER A : Regent Insurance Company	24449										
INSURED Dynamic Sports Construction, Inc. 301 Sonny Dr Leander, TX 78641	<table border="1"> <tr> <td data-bbox="815 485 1437 512">INSURER B : General Casualty Company of Wisconsin</td> <td data-bbox="1437 485 1572 512">24414</td> </tr> <tr> <td data-bbox="815 512 1437 539">INSURER C :</td> <td data-bbox="1437 512 1572 539"></td> </tr> <tr> <td data-bbox="815 539 1437 567">INSURER D :</td> <td data-bbox="1437 539 1572 567"></td> </tr> <tr> <td data-bbox="815 567 1437 594">INSURER E :</td> <td data-bbox="1437 567 1572 594"></td> </tr> <tr> <td data-bbox="815 594 1437 621">INSURER F :</td> <td data-bbox="1437 594 1572 621"></td> </tr> </table>	INSURER B : General Casualty Company of Wisconsin	24414	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER B : General Casualty Company of Wisconsin	24414										
INSURER C :											
INSURER D :											
INSURER E :											
INSURER F :											

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual ☒ XCU GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			CCI1183354	03/29/2019	03/29/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CBA1183354	03/29/2019	03/29/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ RETENTION \$10,000			CCU1183354	03/29/2019	03/29/2020	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y / ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	CWC1183354	03/29/2019	03/29/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation statutory coverage does not include North Dakota, Ohio, Washington and Wyoming.

Re: McGuire Dent Recreation Center Floor Replacement

City of Galveston is included as Additional Insured on the General Liability and Automobile Liability

Policies if required by written contract or agreement, subject to the policy terms and conditions.

A Waiver of Subrogation is provided in favor of City of Galveston on the General Liability, Automobile

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Galveston 823 Rosenberg, Ste 203 PO Box 779 Galveston, TX 77553	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

DESCRIPTIONS (Continued from Page 1)

Liability and Workers Compensation Policies if required by written contract or agreement, subject to the terms and conditions of the policies.

MERCHANTS BONDING COMPANYTM

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498

PHONE: (800) 678-8171 FAX: (515) 243-3854

Performance Bond

Bond No. TXC612471

CONTRACTOR:

(Name, legal status and address)

Dynamic Sports Construction, Inc.
301 Sonny Drive
Leander, TX 78641

OWNER:

(Name, legal status and address)

City of Galveston
823 Rosenberg Street
Galveston, TX 77550

CONSTRUCTION CONTRACT

Date:

Amount: \$79,279.00

Seventy Nine Thousand Two Hundred Seventy Nine Dollars and 00/100

Description:

(Name and location)

McGuire Dent Recreation Center Floor Replacement - Bid 19-007 -
Galveston, TX

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$79,279.00

Seventy Nine Thousand Two Hundred Seventy Nine Dollars and 00/100

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Dynamic Sports Construction, Inc.

Signature: _____

Name Robert Wolschert
and Title: President

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY— Name, address and telephone)

AGENT or BROKER:

IMA, Inc.
1705 17th Street, Suite 100
Denver, CO 80202
303-534-4567

SURETY

Company: (Corporate Seal)
Merchants Bonding Company (Mutual)

Signature: _____

Name Brandi J. Tetley
and Title: Attorney-In-Fact

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A312-Performance Bond-2010 edition.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract:

§ 5.2 Undertake to perform and complete the Construction Contract itself through its agents or independent contractors:

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4 and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: N/A

Name and Title:

Address:

Signature: N/A

Name and Title:

Address:

MERCHANTS BONDING COMPANY_™

MERCHANT'S BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498

PHONE: (800) 678-8171 FAX: (515) 243-3854

Payment Bond

Bond No. TXC612471

CONTRACTOR:
(Name, legal status and address)

Dynamic Sports Construction, Inc.
301 Sonny Drive
Leander, TX 78641

OWNER:
(Name, legal status and address)

City of Galveston
823 Rosenberg Street
Galveston, TX 77550

CONSTRUCTION CONTRACT
Date:

Amount: \$79,279.00 Seventy Nine Thousand Two Hundred Seventy Nine Dollars and 00/100

Description:
(Name and location)

McGuire Dent Recreation Center Floor Replacement - Bid 19-007 -
Galveston, TX

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: \$79,279.00 Seventy Nine Thousand Two Hundred Seventy Nine Dollars and 00/100

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
Dynamic Sports Construction, Inc.

Signature: _____
Name: Robert Wolensky
and Title: President

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY— Name, address and telephone)

AGENT or BROKER:

IMA, Inc.
1705 17th Street, Suite 100
Denver, CO 80202
303-534-4567

SURETY:
(Name, legal status and principal place
of business)

Merchants Bonding Company (Mutual)
6700 Westown Pkwy, West Des Moines, IA 50266

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

SURETY
Company: (Corporate Seal)
Merchants Bonding Company (Mutual)

Signature: _____
Name: Brandi J. Tetley
and Title: Attorney-In-Fact

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A312-Payment Bond-2010 edition.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3., the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed: and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2. or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____ N/A

Name and Title:

Address:

Signature: _____ N/A

Name and Title:

Address:

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Brandi J Tetley; Jennifer L Clampert; Jessica Jean Rini; Kristen L McCormick; Michael Lischer Jr; Nicole L McCollam; Robert J Reiter; Robert L Cohen; Sarah Finn; Sheryll Shaw

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 16th day of February, 2018.



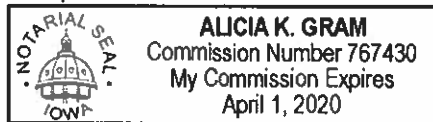
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 16th day of February, 2018, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram

Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____, 2018.



William Warner Jr.
Secretary



City of Galveston

DEPARTMENT OF PARKS AND RECREATION

2222 – 28th Street | Galveston, TX 77550
409-797-3700

November 5, 2019

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members

From: Mario Rabago, Director of Parks & Recreation

RE: CONSIDER FOR APPROVAL THE CONTRACT FOR CONSTRUCTION SERVICES WITH FUN ABOUNDS INC. (BUYBOARD CONTRACT #592-19) FOR THE INSTALLATION OF SHADED BENCHES AND PURCHASE OF PICNIC TABLES FOR LINDALE PARK IN THE AMOUNT NOT-TO-EXCEED \$65,498.34. AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS UPON FINAL APPROVAL BY THE CITY ATTORNEY.

I. Background

- A. In February of 2019, Council approved as a project IDC Parks Package #3 that was a proposal to repair, rehabilitate and enhance parks, playgrounds and recreational facilities. Funding for the project would come out of the IDC Parks Silo.
- B. The dog park at Lindale Park is very popular. Dog park space is divided into large dog, small dog and an agility course.
- C. Dog park users have expressed the need for shaded benches to help block the sun and for use during light showers.
- D. Lindale Park also has a 60'X40' community canopy that is used for community gatherings and as shelter from the sun and rain. Space underneath the canopy is not equipped with seating and/or table amenities.
- E. The City of Galveston is a member of the BuyBoard Cooperative Purchasing Program, which allows the City to utilize contracts that have been competitively bid. The contracts were solicited and awarded by the Texas Association of School Boards, Inc. BuyBoard Department.
- F. Texas Government Code Chapter 791 authorizes local governments to contract with each other and any agencies of the State of Texas.
- G. The objective of a cooperative purchasing program is to provide a mechanism for local governments to pool their collective purchasing power to save money.
- H. Staff utilized the City's membership with the BuyBoard Cooperative Purchasing Program to receive an estimate for the installation of shaded park benches and to purchase picnic tables for Lindale Park.
- I. Staff received an estimate from Fun Abounds Inc. (BuyBoard Contract #592-19) for the amount of \$65,498.34 for the installation of four (4) permanently installed shaded benches and purchase of three (3) recycled plastic picnic benches and three(3) ADA recycled plastic benches. Estimate also includes installation of concrete pads for shaded benches, sealed drawings, WPI certification for shade structures and freight costs.





City of Galveston

DEPARTMENT OF PARKS AND RECREATION

2222 – 28th Street | Galveston, TX 77550
409-797-3700

II. Current Situation

- A. The Lindale dog park and community canopy are in need of shaded benches and picnic tables.
- B. Park users have expressed the need and their support for the installation of shaded benches and picnic tables.
- C. Staff is recommending City Council to consider for approval the contract for construction services with Fun Abounds Inc. (BuyBoard Contract #592-19) for the installation of shaded benches and purchase of picnic tables for Lindale Park in the amount not-to-exceed \$65,498.34.

III. Alternatives in order of priority

- A. City Council approves the contract for construction services with Fun Abounds Inc. (BuyBoard Contract #592-19) for the installation of shaded benches and purchase of picnic tables for Lindale Park in the amount not-to-exceed \$65,498.34.
- B. City Council does not approve the contract for construction services with Fun Abounds Inc. IDC Parks Package #3 project to install shaded benches and purchase picnic tables is rejected.

IV. Recommendation

Concur in alternative A and approve the contract for construction services with Fun Abounds Inc. (BuyBoard Contract #592-19) for the installation of shaded benches and purchase of picnic tables for Lindale Park in the amount not-to-exceed \$65,498.34.

V. Fiscal Impact Report

Requested by:

Mario Rabago
Director of Parks & Recreation

Funding Source:

IDC Parks Package #3 – \$65,498.34

Cost of Implementation:

Not-to-exceed \$65,498.34





City of Galveston

DEPARTMENT OF PARKS AND RECREATION

2222 - 28th Street | Galveston, TX 77550
409-797-3700

Respectfully Submitted

Mario Rabago
Director of Parks & Recreation

Approved,

Brian Maxwell
City Manager





City of Galveston

Purchasing Division

purchasing@galvestontx.gov | 409.797.3579 | www.galvestontx.gov

October 21, 2019

fun abounds, inc.
Leigh Walden, President
114 Venice
Sugar Land, Texas 77478
Email: lwalden@fabplaygrounds.com

RE: Contract for Equipment and Installation at Lindale Park – BuyBoard 592-19

Dear Ms. Walden:

The City of Galveston is pleased to inform you that your company has been selected to receive a contract for the above item. No contract is awarded until such time as approved by the City Council of the City of Galveston. Staff anticipates the City of Galveston Council to approve the award on November 14, 2019. This is a single vendor award contract and payment will be made by a purchase order issued by the City of Galveston. The City appreciates the time and effort given to your proposal.

The State of Texas adopted a required form through House Bill 1295. It is called the Disclosure of Interested Parties – Form 1295. It is required for all of our vendors with contracts of at least \$1,000,000.00 or that have gone before and been approved by Galveston's City Council. Please visit https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm to fill out the required document. You will need to print, sign, as an unsworn declaration, before filing with the City.

Your contract number from the City of Galveston is COG-CON-19-112; you will need this number when filling out the form online. Please include the following documents with your signed and notarized contract: completed Form 1295, payment bond, and Certificate of Insurance, naming the City of Galveston as the additional insured. Return all originals to the address above, or you may scan a color copy of the documents listed above to purchasing@galvestontx.gov, no later than 5 business days. Please contact us if you have any questions.

Sincerely,

Susan P. Serrano – CTPM, CTCM
Purchasing Supervisor Finance Department - Purchasing



CONTRACT FOR CONSTRUCTION SERVICES

Lindale Park

This Contract (the "Contract") is made and entered into this _____ day of November, 2019, by and between the City of Galveston (the "City"), a Texas home-rule municipality, and **fun abounds, inc.**, a company, located at **114 Venice, Sugar Land, Texas 77478**. By entering into this Agreement, Company agrees that City is entering into this agreement in its governmental capacity, and not a proprietary one.

WHEREAS, the City of Galveston desires to obtain construction services in connection with park equipment installation within the City of Galveston ("City") and fun abounds, inc. ("Company") desires to provide such services; and

WHEREAS, this Agreement between the Parties consist of the terms and conditions set forth herein, and that documents, attached and incorporated for all purposes; Exhibit A identified as the proposal from Company for the following services:

Park Equipment Installation

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

1. **SCOPE OF SERVICES**: Company will provide supplies and services (the "Work") to the City in connection with the Project, such Work more specifically described in Exhibit A, attached and fully incorporated for all intents and purposes.
2. **STANDARD OF CARE**: The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
3. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.
4. **CHANGES**: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
5. **TERM**: Due to the nature and extent of the Project, the Work is expected to be completed within 90 business days of execution of the contract, unless sooner terminated under the terms set forth herein. Once the contractor begins the project the work must continue until completion to the satisfaction of the City of Galveston.
6. **LIQUIDATED DAMAGES**: This section left intentionally blank.
7. **ACCESS TO INFORMATION**: It is agreed that all information, data, reports and records and maps as are existing, available, and necessary for the carrying out of the work shall be furnished to Company by the City and its agencies. The City and its agencies will cooperate with Company in every way possible to facilitate the performance of the work described in the contract.

8. SCHEDULE AND DELIVERABLES: Company will perform the Work in accordance with the schedules/timetables described in greater detail in the attached Exhibit A. All of Company's reports and data will be submitted to the City in electronic format, using Microsoft Word, Excel, Access, and/or other computer software applications, as specified in Exhibit A.

9. APPROPRIATIONS: The obligations of the City to make payment under this Contract are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.

10. FINAL COMPLETION AND ACCEPTANCE: Within thirty one (31) days after the Company has given the City's Representative written notice that the work has been completed, or substantially completed, the City's Representative and the City shall inspect the work. If

(a) the work is found completed or substantially completed in accordance with the contract documents, and

(b) the Company has provided the City's Representative a set of "as built" drawings, the City's Representative shall issue to the City and Company a certificate of completion. The work shall not be considered "completed" until such time as the certificate has been issued and no certificate shall be issued until the City has been given "as-built" drawings of the project by Company.

Substantial Compliance will be defined as the stage in the progress of the Work where the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work for its intended use.

11. ABANDONMENT BY COMPANY: In case the Company should abandon and fail or refuse to resume work within ten (10) days after written notification from the City or the City's Representative, or if the Company fails to comply with the orders of the City's Representative, when such orders are consistent with this contract, the City shall notify the Surety on the bond, in writing. The City shall direct the Surety to complete the work and a copy of said notice shall be delivered to the Company.

After receiving a copy of City's notice to the Surety, the Company shall not remove from the job site any machinery, equipment, tools, materials, or supplies, for use on the job, by the City, the Surety of the Company, or another Contractor, for completion of the work. The Company shall not receive any rental or credit for such use. Company agrees and understands that the use of such equipment and materials will ultimately reduce the cost to complete the work and shall be reflected in the final settlement.

In case the Surety should fail to commence compliance with City's notice for completion, within ten (10) days after receipt of such notice, the City may provide for completion of the work in either of the following manners:

- (a) The City may employ such force of workers, use of machinery, equipment, tools, materials and supplies as City may deem necessary to complete the work. City may charge the expense of such labor, machinery, equipment, tools, materials and supplies to Company, and the expense so charged shall be deducted and paid by the City out of monies as may be due, or that may become due to the Company under and by virtue of this agreement. If such expense is less than the sum which would have been payable to Company under this contract, if the same had been completed by the Company, then City shall pay the difference to the Company. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by the Company, then the Company or the Company's Surety shall pay the amount of such excess to the City; or

- (b) The City, under sealed bids, after notice published as required by law, at least twice in a newspaper having a general circulation in the County of location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case of any increase in cost to the City under the new contract, as compared to what would have been the cost under this contract, such increase shall be charged to the Company and the Surety shall be and remain bound therefore. However, should the cost to complete any such new contract prove to be less than that which would have been the cost to complete the work under this contract, the Company and Company's Surety shall be credited with the difference between the new contract and this contract.

When the work has been completed or substantially completed, the Company and Surety shall be so notified and a certificate of completion issued, as provided in paragraph 10.

A complete itemized statement of the contract accounts, certified to by the City's Representative as being correct shall be prepared and delivered to Company and Company's Surety. Upon delivery to the Company or Company's Surety, the Company or Surety shall pay the balance due, if any, as reflected by the statement, within thirty (30) days after the date of certificates of completion. Company and Surety shall be held jointly and severally liable for any balance due.

In the event the statement of accounts shows that the cost to complete the work is less than the cost to the City had the work been completed by the Company under the terms of this contract, or when the Company and Surety shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be released to the Company and/or its Surety. Should the cost to complete the work exceed the contract price, and amount due the City within the time designated, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, City shall mail notice of amounts due, together with an itemized list of such equipment and materials to the Company and its Surety. After mailing such notice, such property shall be held at the risk of the Company and its Surety, subject only to the duty of the City to exercise ordinary care to protect such property.

After fifteen (15) days from the date of receipt of notice, the City may sell all machinery, equipment, tools, materials or supplies and apply the proceeds, less costs and expense of the sale to the credit of the Company and its Surety. Such sale may be made at either public or private sale, with or without notice, as the City may elect. The City shall release any machinery, equipment, tools, materials or supplies which remain on the job site that belong to persons other than the Company or its Surety, to their lawful owners.

12. ABANDONMENT BY CITY: If the City shall fail to comply with the terms of this contract and refuses to comply with such terms within thirty (30) days after the receipt of written notification of failure from the Company, the Company may suspend or wholly abandon the work, and may remove all of its machinery, tools and equipment and all other materials on the ground for which the Company used for the work.

The City's Representative shall make an estimate of the total amount earned by the Company, which estimate shall include the value of all work actually completed by said Company, at the prices stated in the attached proposal, the value of all partially completed work, at fair and equitable price, and the amount of all authorized Extra Work performed at the prices agreed upon or as provided for by the terms of this contract, and a reasonable sum to cover the cost of any provisions made by the Company to complete the work, and which cannot be utilized. The City's Representative shall then make a final statement of the balance due the Company by deducting

from the above estimate all previous payments by the City and all other sums that may be retained by the City under the terms of this Agreement. City's Representative shall certify the final statement to the City who shall pay to the Company on or before thirty (30) days after the date of City's receipt of certification, the balance shown by the final statement. In no event shall City owe more than the amount authorized by City Council.

13. **BONDS:** Company shall be required to furnish a performance bond and payment bond, in accordance with Tex. Gov't. Code, section 2253.001, et seq., in the amount of 100% of the total contract price, in the event the contract price exceeds \$100,000.00 for a performance bond and \$50,000.00 for a payment bond. If the contract price does not exceed \$100,000.00 or \$50,000, respectively, and payment for work shall be made in one lump sum payment after completion and final acceptance of the work, the City shall not require the statutory bonds.

All bonds, if required, shall be submitted on forms supplied by the Company, and executed by an approved surety company authorized to do business in the State of Texas. It is further agreed that this contract shall not be in effect until such bonds are so furnished and accepted by the City.

14. **COMPENSATION:** The City shall compensate Company for the Work at the agreed upon *not-to-exceed amount of Sixty-Five Thousand Four Hundred-Ninety-Eight dollars and thirty-four cents. (\$65,498.34).* Company will furnish an invoice to the City detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at 114 Venice, Sugar Land, Texas 77478. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

15. **DEFECTS AND THEIR REMEDIES:** It is further agreed that if any part of the work or any material brought on the site for use in the work, is deemed by the City or City's Representative as unsuitable or not in conformity with plans, specifications, and contract documents, the Company shall, after receipt of written notice from the City's Representative, immediately remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract. It is further agreed that any remedial action shall be at Company's expense. No final payment shall be made to Company until that remedial action takes place.

16. **INSURANCE REQUIREMENTS:** Company shall provide all required City of Galveston certificates of coverage and all renewals throughout the duration of the Project. For each policy except Workers' Compensation protection, Company shall name the City as an additional insured and shall provide that the policy require the insurance carrier to notify the City a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are listed below.

Required Insurance:

- a. Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:
\$2,000,000 general liability (includes products and personal, etc.)

\$1,000,000 fire damage

\$1,000,000 automobile damage

\$500,000 workers compensation employers' liability

Statutory limits for workers compensation

Insurance coverage shall be on an **"occurrence basis"**

17. **TERMINATION:** This Contract shall terminate automatically upon completion of the Work by Company. This Contract may be terminated prior to completion of the Work by either party upon 30 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, City shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination, and Company shall turn over to the City all documents, information, and Work produced to said date relating to the Project. Notwithstanding the above, Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Company or its subordinates and the City may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due the City from Company is determined.

18. **FORCE MAJEURE:** No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

19. **INDEMNIFICATION. FOR CONSIDERATION RECEIVED,** Company shall, to the extent allowable, indemnify, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of the city. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

20. **REPORTS AND INFORMATION:** Company, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

21. **INDEPENDENT CONTRACTORS:** The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

22. SUBCONTRACTOR: The term "Subcontractor", includes only those having a direct contract with the Company for performance of work on the project contemplated by these documents. Company shall submit the names and addresses of all proposed subcontractors to the City. Subcontractors may be disqualified by City for the same reason that a Contractor may be disqualified. City shall have no responsibility to any Subcontractor employed by Company for performance of work on the project contemplated by these contract documents, but Subcontractors will look exclusively to Company for any payments due to the Subcontractor.

23. PERMITS: Company shall obtain all necessary permits for completing the project at no costs to the City. All permits shall be visibly posted on the project site. All permits associated with the project shall be sole responsibility of Company.

24. ADJACENT STRUCTURES: Adjacent structures damaged by Company's work on the project must be satisfactorily restored to the City and to the owner of the adjacent structure at Company's cost and at no expense to the City.

25. PROTECTION OF PERSONS AND PROPERTY: Company is responsible for providing protection of persons and property, including safe working conditions throughout the progress of the project.

26. SANITATION: Necessary sanitary conveniences for the use of laborers on the work site, properly screened from public observation, shall be provided, constructed and maintained by the Company in such manner and at such points as shall be approved by the City's Representative. Company shall strictly enforce use of sanitary conveniences. The Company shall at all times keep the premises free from accumulations of debris and at the completion of the work, shall remove all such debris and all tools, scaffolding and surplus materials and shall leave the worksite clean. The work shall be left in good order and condition. In case of dispute or should Company fail to clean the premises, City may remove the debris and charge the cost to the Company.

27. ASSIGNMENT: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

28. CONSTRUCTION: In the event that any provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, and the remaining provisions shall be affected thereby to the least extent possible.

29. NO WAIVER: The failure of any party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Contract.

30. ENTIRE AGREEMENT: This Contract incorporates all provisions of the attached proposal for parks equipment installation within the City of Galveston, Texas in Exhibit A constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract. The contractor, by signing this agreement, acknowledges the City of Galveston is entering into this contract in its governmental capacity, and not a proprietary capacity.

31. SEVERABILITY CLAUSE: The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

32. ATTORNEY'S FEES: In the event there is a dispute concerning this Contract, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

33. APPLICABLE LAW, VENUE, AND JURISDICTION: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.

34. COPYRIGHT: No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of Company.

35. NOTICES: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Suite 203
P. O. Box 779
Galveston, Texas 77553

fun abounds, inc.
114 Venice
Sugar Land, Texas 77478

(The remainder of this page left intentionally blank.)
(Signature page on following page.)

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

fun abounds, inc.

By: _____
Brian Maxwell, City Manager

By: _____
Leigh Walden, President

ATTEST:

Janelle Williams, City Secretary

APPROVED AS TO FORM

City Attorney

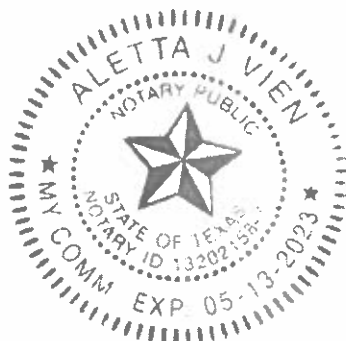
BY EXECUTION OF THIS AGREEMENT, FUN ABOUNDS, INC. ACKNOWLEDGES
RECEIPT OF A COPY OF THIS CONTRACT.

THE STATE OF TEXAS §

Fort Bend COUNTY §

On this day, BEFORE ME, the undersigned, personally appeared Leigh Walden of fun abounds, inc., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30 day of October, 2019.



Notary Public in and for
The State of Texas

Appendix A

creating playground memories filled with fun



fun abounds, inc.
114 Venice
Sugar Land, TX. 77478
855-226-8637 phone
281-265-0043 Fax
Leigh Walden, President
lwalden@fabplaygrounds.com
www.fabplaygrounds.com

Estimate

Date	Estimate #
10/7/2019	5024

We are pleased to provide this estimate for

City of Galveston
c/o Chris Saddler

Ship to:

Rep

Terms

Project

Leigh

Net 30

Lindale Park

Item	Description	Qty	Rate	Total
Buyboard Number	Buyboard 592-19		0.00	0.00
PB 6 PARKP	6ft Recycled Plastic Park Place Table, stainless steel hardware included	3	725.01333	2,175.04
PB 6 ParkPAIDA	6ft Recycled Plastic Park Place Table - ADA, stainless steel hardware included	3	810.00	2,430.00
PB 10_NEW	10ft Recycled Plastic Newport Bench, stainless steel hardware included	4	750.00	3,000.00

Thank you for allowing us to submit this proposal.

Subtotal

PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment.
Thank you! We appreciate the opportunity to earn your business!

Sales Tax.

Total

City of Houston WBE
(Women's Business Enterprise)
Certificate #12-12-11596

Signature

We are proud of a job well done and may spotlight your project on our website or FaceBook. If we do not have your permission to do so, please notify us. Thank you!



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281-265-0043 Fax
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lwalden@fabplaygrounds.com
www.fabplaygrounds.com

Estimate

Date	Estimate #
10/7/2019	5024

We are pleased to provide this estimate for	Ship to:		
City of Galveston c/o Chris Saddler			
	Rep	Terms	Project
	Leigh	Net 30	Lindale Park

Item	Description	Qty	Rate	Total
Shade	Poligon CWE 8x12 MR Design criteria - IBC 2015, 150 mph @ 3 second gust. 5psf ground load Windloads for concrete slab - We provide spread footing or pier designs in our sealed drawings. IF an engineered slab is required, there is an additional \$700 engineer fee Sealed drawings 12-16 business days however, approvals may be made from preliminary drawings that have already been provided. The standard is 4 sets of drawings and 2 calls.	4	7,955.00	31,820.00
Buyboard	Subtotal of above features Buyboard Discount		-5.00%	39,425.04 -1,971.25

Thank you for allowing us to submit this proposal

Subtotal

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Date	Estimate #
10/7/2019	5024

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City of Galveston c/o Chris Saddler			
	Rep	Terms	Project
	Leigh	Net 30	Lindale Park

Item	Description	Qty	Rate	Total
Installation	Installation of tables, benches shades, and concrete pads		19,204.55	19,204.55
Freight	Freight		7,380.00	7,380.00
Bonding Cost	Bonding Cost		1,460.00	1,460.00
HUB Certificate	Certificate/VID Number: 1364766562200 File/Vendor Number: 496631 Approval Date: 14-APR-2016 Scheduled Expiration Date: 14-APR-2020		0.00	0.00

Thank you for allowing us to submit this proposal.

Subtotal

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Date	Estimate #
10/7/2019	5024

We are pleased to provide this estimate for	Ship to:		
City of Galveston c/o Chris Saddler			
	Rep	Terms	Project
	Leigh	Net 30	Lindale Park

Item	Description	Qty	Rate	Total
Note	Pricing is for the above listed equipment only, and does not include ADDITIONAL insured addendum, ADDITIONAL insurance, storage, security, or any applicable taxes, or bonds. This applies to quantities that are requested above what has been provided. We understand permits are required and we will pull them at no cost to fun bounds. Orders canceled after 5 days will be subject to a restocking fee and freight charges as applicable. Price valid for 30 days.		0.00	0.00
Credit Cards	Payments made with credit cards will require an additional 3% service fee.		0.00	0.00
Finance Charge	Accounts not paid within 30 days of the date of the invoice are subject to a 1.5% finance charge.		0.00	0.00
Thank you for allowing us to submit this proposal			Subtotal	

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Sales Tax.

Total

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Date	Estimate #
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Rep

Terms

Project

Leigh

Net 30

Lindale Park

Item	Description	Qty	Rate	Total
Nondisclosed underground	We make every effort to ensure that we are working in areas free of utilities. In the event an object is disturbed or damaged and the client has failed to make us aware of their utilities it will be the Client's responsibility.		0.00	0.00
Schedule	There are times due to weather or unforeseen circumstances that we might have to reschedule. In an effort to provide excellent customer service we will notify you should rescheduling be necessary. We appreciate your understanding as we pride ourselves on providing attention and detail to every project. Estimated time from NTP to mobilization is currently 8 weeks.		0.00	0.00

Thank you for allowing us to submit this proposal.

Subtotal

PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment.
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Sales Tax.

Total

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City of Galveston c/o Chris Saddler	
	Rep
	Terms
	Project
	Leigh
	Net 30
	Lindale Park

Item	Description	Qty	Rate	Total
Engineered Drawings	Engineered Drawings - 3 week lead time but approvals can be given on preliminary drawings which have been provided. Sealed drawings 12-16 business days however; approvals may be made from preliminary drawings that have already been provided. The standard is 4 sets of drawings and 2 eales.		0.00	0.00
WPI-8	WPI-8 Certificate is a third party inspection. It occurs during installation and final inspection. This inspection is normally handled by the end user.		0.00	0.00

Thank you for allowing us to submit this proposal.	Subtotal	\$65,498.34
--	-----------------	-------------

PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment.
Thank you! We appreciate the opportunity to earn your business!

Sales Tax. \$0.00

Total \$65,498.34

City of Houston WBE
(Women's Business Enterprise)
Certificate #12-12-11596

Signature _____

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FUNAB-1

OP ID: CS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cooper Insurance Service, Inc Playground Book P.O. Box 638 Lapel, IN 46051 Steve B. Carraway	765-534-3152	CONTACT NAME: Steve B. Carraway PHONE (A/C, No, Ext): 765-534-3152 FAX (A/C, No): 765-534-2067 E-MAIL ADDRESS:
INSURED Fun Abounds, Inc. 114 Venice Street Sugar Land, TX 77478		INSURER(S) AFFORDING COVERAGE INSURER A: Scottsdale Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 41297

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab ☒ Deductible-None GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	RBS0018678	04/19/2019	04/19/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		RBS0018678	04/19/2019	04/19/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Galveston is additional insured regarding the general liability coverage per written contract. 30 day notice of cancellation other than cancellation for non-payment of premium in favor of certificate holder applies to the general liability policy.

CERTIFICATE HOLDER**CANCELLATION**

GALVES3

City of Galveston
P. O. Box 779
823 Rosenberg, Suite 203
Galveston, TX 77550

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-556657

Date Filed:
10/30/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

fun abounds
Sugar Land, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Galveston

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

COG-CON-19-112
Construction services for park equipment

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Walden, Leigh	Sugar Land, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Leigh Walden and my date of birth is 2/16/69

My address is 130 Venice St Sugar Land TX 77478 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Fort Bend County, State of Texas, on the 30 day of October, 2019
(month) (year)

Leigh Walden

Signature of authorized agent of contracting business entity
(Declarant)

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. NTX 7196

AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Fun Abounds, Inc.
114 Venice Street
Sugar Land, TX 77478

SURETY (Name and Principal Place of Business):

Merchants National Bonding, Inc.
6700 Westown Parkway
West Des Moines Iowa 50266

OWNER (Name and Address):

City of Galveston
823 Rosenberg
Galveston, TX 77550

CONSTRUCTION CONTRACT

Date: October 30, 2019

Amount: \$65,498.34

Description (Name and Location): Park equipment installation at Lindale Park

BOND

Date (Not earlier than Construction Contract Date): October 30, 2019

Amount: \$65,498.34

Modifications to this Bond:

☐ None

☒ See Page 6

CONTRACTOR AS PRINCIPAL

Company:

Fun Abounds, Inc.

(Corporate Seal)

SURETY

Company:

Merchants National Bonding, Inc.

(Corporate Seal)

Signature: _____

Name and Title: Leigh Walden

Signature: _____

Name and Title: William E Hodgkins
Attorney-In-Fact

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY — Name, Address and Telephone)

AGENT or BROKER:

Cooper Insurance Service Inc
PO Box 638
Lapel, IN 46051
765-534-3152

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnities, and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim; and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract.

The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Section 6 is modified by adding section 6.3.

6.3 The Surety's failure to discharge its obligations under this Section 6 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a claim. However, if the Surety fails to discharge its obligations under this Section 6, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs to recover any sums found to be due and owing to the Claimant.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company:

(Corporate Seal)

SURETY
Company:

(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: W. E. Johnson
Name and Title: _____
Address: _____

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

William E Hodgkins

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

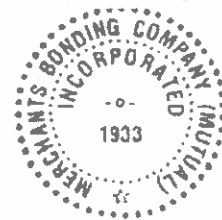
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 30th day of October, 2019.



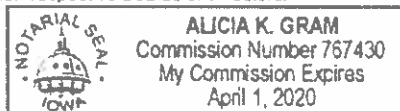
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 30th day of October, 2019, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram

Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 30th day of October, 2019.



William Warner Jr.
Secretary

Cooper Insurance Service- PB
P.O. Box 638
Lapel, IN 46051
Phone: 765-534-3152 Fax: 765-534-2067

Fun Abounds, Inc.
114 Venice Street
Sugar Land, TX 77478

INVOICE NO. 5320		Page 1
ACCOUNT NO.	OP	DATE
FUNAB-1	DSB	10/30/2019
Surety		
POLICY #	LOAN #	
NTX7196		
COMPANY		
Merchants Bonding Company		
PRODUCER		
Bill Hodgkins		
EFFECTIVE	EXPIRATION	BALANCE DUE ON
10/30/2019	10/30/2020	10/30/2019
AMOUNT PAID		AMOUNT DUE
		\$639.00

Itm #	Due Date	Trn	Type	Description	Amount
11831	10/30/19	NEW	SURE	Payment bond	\$639.00

City of galveston

Invoice Balance: \$639.00



City of Galveston

DEPARTMENT OF PARKS AND RECREATION

2222 – 28th Street | Galveston, TX 77550

409-797-3700

October 23, 2019

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members

From: Mario Rabago, Director of Parks & Recreation

RE: CONSIDER FOR APPROVAL OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF GALVESTON AND GALVESTON COLLEGE FOR THE USAGE OF BERNARD DAVIS/PONY COLT STADIUM. AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS UPON FINAL APPROVAL BY THE CITY ATTORNEY.

I. Background:

- A. In July of 2009 the City of Galveston and Galveston College entered into a ten (10) year interlocal agreement which authorized Galveston College usage of Bernard Davis/Pony Colt stadium for recreation, intramural and intercollegiate athletics.
- B. The City and College also agreed to jointly fund improvements and usage and upkeep expenses of the stadium. Hurricane Ike recovery projects included but were not limited to stadium lighting repairs, playing field reconstruction, scoreboard replacement, reconstruction to bullpens batting cages, dugouts and refurbishment of the concession stand.
- C. Since the execution of the interlocal the City and College have enjoyed a good working relationship which has benefited the colleges athletic programs, students, park users, event attendees and our local community.

II. Current Situation:

- A. The 2009 interlocal agreement between the City and Galveston College expired in July of 2019.
- B. In August of 2019 Council approved a short-term interlocal with the college that was not executed due to a request from Galveston College to enter into a long-term agreement that would further clarify the roles and responsibilities of each entity.
- C. The City and Galveston College have continued to operate under the same terms and conditions in the agreement that expired in July of 2019.
- D. Staff recently met with Galveston College to discuss and negotiate the terms of a new long-term interlocal.





City of Galveston

DEPARTMENT OF PARKS AND RECREATION

2222 – 28th Street | Galveston, TX 77550
409-797-3700

- E. Staff and Galveston College have agreed to terms and conditions for the new interlocal draft that will be presented to City Council for approval.
- F. Staff is requesting City Council to approve the 5-year interlocal between The City of Galveston and Galveston College for usage of Bernard Davis/Pony Colt Stadium.

III. Issues:

- 1. Expiration of the 2009 Interlocal: The 2009 interlocal between the City of Galveston and Galveston College expired in July 2019.
- 2. Timing: ASAP. The City and Galveston College are currently operating under the terms of the expired interlocal.

IV. Alternatives in order of priority:

- A. City Council approval of a new 5-year interlocal between the City of Galveston and Galveston College for usage of Bernard Davis/Pony Colt Stadium.
 - 1. Cost: No cost
 - 2. Timing: ASAP. The City and Galveston College are currently operating under the terms of the expired interlocal.
 - 3. Impact and ramifications: Approval will remove the City and Galveston College from operating under the terms and conditions of an expired agreement.
- B. City Council does not approve the new 5-year interlocal between the City of Galveston and Galveston College for usage of Bernard Davis/Pony Colt Stadium.
 - 1. Cost: No cost
 - 2. Timing: N/A
 - 3. Impact and ramifications: Disapproval will result in the continuance of operating under the expired agreement.

V. Recommendation:

- G. Concur in Alternative A and approve the new 5-year interlocal between The City of Galveston and Galveston College for usage of Bernard Davis/Pony Colt Stadium.





City of Galveston

DEPARTMENT OF PARKS AND RECREATION
2222 – 28th Street | Galveston, TX 77550
409-797-3700

VI. Fiscal Impact Report:

Requested by:

Mario Rabago
Director of Parks & Recreation

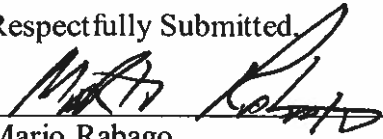
Funding Source

N/A

Cost of Implementation:

N/A

Respectfully Submitted,



Mario Rabago
Director of Parks & Recreation

Approved,

Brian Maxwell
City Manager



**INTERLOCAL AGREEMENT BETWEEN THE CITY OF GALVESTON AND
GALVESTON COLLEGE FOR THE USAGE OF BERNARD DAVIS/PONY COLT
STADIUM**

THIS INTERLOCAL AGREEMENT (Agreement), effective when executed and for five (5) years, and is entered into by and between the City of Galveston, Texas, ("City") and Galveston College ("GC") both being Texas municipal corporations and collectively referred to herein as the "parties".

WITNESSETH:

WHEREAS, the City of Galveston owns the land and structures that collectively make up the Bernard Davis/Pony Colt Baseball Stadium ("the site"); and,

WHEREAS, the City of Galveston has previously agreed to allow Galveston College to conduct its baseball activities at that stadium; and,

WHEREAS, this previous agreement expired by its own term, and Galveston College requires a site to continue its baseball activities; and,

WHEREAS, the City of Galveston and Galveston College desire to enter into an agreement to allow the continuance of baseball activities for the upcoming baseball season; and,

WHEREAS, this Agreement is made under the authority of the Interlocal Cooperation Act as amended, Chapter 791, Texas Government Code; and,

NOW, THEREFORE, in consideration of the premises, mutual covenants, provisions and representations contained herein, constituting good and valuable consideration, and pursuant to Texas Government Code 791 ("Interlocal Cooperation Act"), the parties hereto agree as follows:

I. PURPOSE AND RESPONSIBILITIES:

The City of Galveston and Galveston College agree, under the terms and conditions provided herein, to permit Galveston College to use Bernard Davis/Pony Colt Baseball Stadiums for the use of baseball activities.

Both parties:

Both parties shall schedule an annual site visit in March of every year of this agreement, the purpose of which is to develop a list of future capital projects related to the site. This plan shall be finalized as of May 1 of every year of this agreement. Both parties shall schedule an annual site visit in October of every year, the purpose of which is to assess the maintenance needs of the site and develop a prioritized list of projects, to include timelines, roles, and responsibilities. Costs for repairs, maintenance, or any other work not done by the City or CG will be borne by the party that requested the repairs. Either party may ask the other party for assistance with paying those costs. Either party may, but is not required to, offer such assistance.

The sale of food and/or beverage is subject to the written authorization from the City, and any sale

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GALVESTON COLLEGE FOR THE USAGE OF BERNARD DAVIS/PONY COLT
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The sale of food and/or beverage is subject to the written authorization from the City, and any sale

of food and/or beverage must be in compliance with all applicable federal, state, and local laws and regulations. The City has the right to require GC or a third party vendor to enter into a concession agreement for such sales. The consumption of alcohol at the site is prohibited.

Galveston College:

GC shall assist in the purchase of materials for minor maintenance and repairs that will keep the site in the best possible condition. GC is responsible for immediately notifying the City of potential safety hazards. GC must notify the City of repair and improvement projects that are in excess of ten thousand (\$10,000.00) dollars. GC is responsible for maintaining the playing field. Maintenance includes, but is not limited to, regularly scheduled mowing, irrigation, fertilization, aeration and broadleaf and crabgrass control. GC is responsible for maintaining litter and trash of the site, specifically the playing area, and any other areas on the site where spectators may be located, during events scheduled by GC, and immediately following such events. GC is responsible for cleaning and stocking restrooms during events.

GC will have priority in utilizing the site for practice, scheduled games, playoff games, tournaments, camps, and clinics. GC is required to submit a seasonal game schedule, tournament schedule, and must otherwise notify the City of all other uses of the site as soon as the information is known. Any tournament promoters must submit, within ten (10) business days of their event, advance proof of one million (\$1,000,000.00) dollars of general liability insurance naming the City of Galveston as an additional insured. GC is responsible for preparing the playing area of the site for all games, tournaments, events, and practices. GC is responsible for properly securing the site after all games, tournaments, events, and practices. Galveston College must maintain a minimum of one million (\$1,000,000.00) dollars of general liability insurance naming the City of Galveston as additional insured. Galveston College is required to submit a copy of any and all insurance claims arising during the term of this agreement to the City as soon as they become available.

GC is responsible for pre-disaster inventory, removal and/or securing of equipment, materials and supplies owned by GC.

City of Galveston:

The City is responsible for the installation of materials purchased by GC or by itself. The City is responsible for mowing, trimming, and maintaining the grounds of the site outside of the playing area. The City is responsible for maintaining litter and trash at the site during regular work schedules. The City is not responsible for maintaining litter and trash during events. The City is responsible for removal and proper disposal of litter and trash from the site. The City is responsible for cleaning restrooms during regular work schedules. The City is not responsible for cleaning restrooms during events.

The City is responsible for providing water, electrical, and sewer service to the site.

The City is responsible for emergency preparedness, protective measures, securing the property and safety measures in anticipation of disasters, natural or otherwise. The City will be the applicant and owner for all insurance claims and requests for federal or state assistance. The City will be the recipient of all proceeds from insurance, FEMA, or any other body offering assistance. The City is responsible for management of all disaster recovery projects. Though the City will make its best

efforts to complete any disaster repair and recovery in a swift and timely manner, the City will not be responsible for the cancellation of games or any other events.

II. DURATION:

This Agreement is effective upon execution and shall remain in effect for five (5) years. Either party may leave this agreement by giving the other party thirty (30) days notice, in writing, of the intent to leave the agreement.

XI. GOVERNING LAW:

This agreement shall be governed by the laws of the State of Texas and shall be enforceable in any court of competent jurisdiction in Texas.

XII. SEVERABILITY:

In the event that one or more provisions of this agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the other provisions shall remain in full force and effect.

Signed and sealed by the following units of government on the dates set out below.

THE CITY OF GALVESTON

GALVESTON COLLEGE

By: Brian Maxwell,
City Manager

By:
Authorized Representative

Date: ____/____/____

Date: ____/____/____

ATTEST:

ATTEST:

By: Janelle Williams,
City Secretary

By:

APPROVED AS TO FORM:

City Attorney's Office



City of Galveston

DEPARTMENT OF PARKS AND RECREATION

2222 – 28th Street | Galveston, TX 77550
409-797-3700

October 23, 2019

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members

From: Mario Rabago, Director of Parks & Recreation

RE: CONSIDER FOR APPROVAL PURCHASING POOL MAINTENANCE CHEMICALS, SUPPLIES, AND EQUIPMENT FOR LASKER PARK POOL, USING THE BUYBOARD CONTRACT (#533-17) WITH PROGRESSIVE COMMERCIAL AQUATICS.

I. Background

- A. The City of Galveston is a member of the BuyBoard Cooperative Purchasing Program, which allows the City to utilize contracts that have been competitively bid. The contracts were solicited and awarded by the Texas Association of School Boards, Inc. BuyBoard Department.
- B. Texas Government Code Chapter 791 authorizes local governments to contract with each other and any agencies of the State of Texas.
- C. The objective of a cooperative purchasing program is to provide a mechanism for local governments to pool their collective purchasing power. Purchasing cooperatives save money in two ways: the price of the product and/or in the administrative cost savings from advertising for a formal solicitation.

II. Current Situation

The City of Galveston uses the contract with Progressive Commercial Aquatics to purchase pool maintenance chemicals, supplies, and equipment for Lasker Park Pool. Using the BuyBoard Cooperative Purchasing Contract gives the City volume discounted pricing; saving the City of Galveston money.

The original contract numbers and terms are as follows:

Contract #533-17 – Swimming Pool Chemicals, Supplies, and Equipment: June 1, 2017 through May 31, 2018 with two (2) possible one (1) year renewals. Renewed for one (1) year on April 27, 2018 through May 31, 2019, Renewed for one (1) year on April 16, 2019 through May 31, 2020 (attached letter)

III. Issues

- 1. Cost – Not to exceed \$60,000.00
- 2. Timing – Current fiscal year
- 3. Term – Through May 31, 2019
- 4. No Departmental Issues





City of Galveston

DEPARTMENT OF PARKS AND RECREATION

2222 – 28th Street | Galveston, TX 77550

409-797-3700

IV. Alternatives in order of priority

- A. City Council approves purchasing pool maintenance chemicals, supplies, and equipment for Lasker Park Pool, using the BuyBoard Contract (#533-17) with Progressive Commercial Aquatics.
- B. City Council does not approve purchasing pool maintenance chemicals, supplies, and equipment for Lasker Park Pool, using the BuyBoard Contract (#533-17) with Progressive Commercial Aquatics.

V. Recommendation

Concur in alternative A and approve purchasing pool maintenance chemicals, supplies, and equipment for Lasker Park Pool, using the BuyBoard Contract (#533-17) with Progressive Commercial Aquatics.

VI. Fiscal Impact Report

Requested by:	Mario Rabago Director of Parks & Recreation
Funding Source:	Lasker Park Pool Account
Cost of Implementation:	Not to exceed \$60,000 during fiscal year
Additional Information:	Continuing with proper maintenance of pool chemicals, supplies, and equipment at Lasker Park Pool is a high priority for the Parks Department to ensure the safety, health, and well-being of all whom visit the facility.

Respectfully Submitted

Approved,

Mario Rabago
Director of Parks & Recreation

Brian Maxwell
City Manager





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

April 16, 2019

Sent via Email to: tphelps4@austin.rr.com

Myles Phelps
Progressive Commercial Aquatics, Inc.
2510 Farrell Rd.
Houston TX 77073

Re: Swimming Pool Chemicals, Supplies, & Equipment
BuyBoard Contract 533-17

The Local Government Purchasing Cooperative d/b/a BuyBoard® (Cooperative) awarded your company a contract under Swimming Pool Chemicals, Supplies, & Equipment, Contract 533-17, for which the current term is set to expire May 31, 2019. At this time, we are renewing your contract through May 31, 2020. 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



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.



P.O. Box 400
Austin, TX 78767-0400
800.895.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

April 26, 2017

Sent Via E-mail: tphelps4@austin.rr.com

Myles Phelps
Progressive Commercial Aquatics, Inc.
2510 Farrell Rd.
Houston, TX 77073

Re: Notice of The Local Government Purchasing Cooperative Award

Proposal Name and Number: Swimming Pool Chemicals, Supplies and Equipment, Proposal No. 533-17

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 6/1/2017 through 5/31/2018, 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. 533-17 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.

Finally, your proposal was awarded based on a number of factors, one was the marketing strategy you outlined in your response. The BuyBoard does provide some co-branding resources to assist in your marketing efforts if interested.

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.

Arturo Salinas
Director of Cooperative Procurement
v.3.17



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.



8847

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PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Swimming Pool Chemicals,
Supplies and Equipment

Proposal Opening Date and Time:
October 27, 2016 at 2:00 PM

Proposal Number: 533-17

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

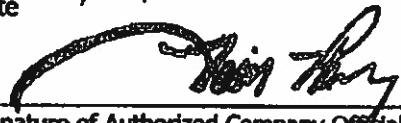
Contract Time Period: June 1, 2017 through May
31, 2018 with two (2) possible one-year renewals.

Anticipated Cooperative Board Meeting Date:
April 2017

Progressive Commercial Aquatics
Name of Proposing Company

10/24/16
Date

2510 Farrell Rd.
Street Address


Signature of Authorized Company Official

Houston TX 77073
City, State, Zip

Tim Phelps
Printed Name of Authorized Company Official

512-278-0801
Telephone Number of Authorized Company Official

Vice President Construction
Position or Title of Authorized Company Official

512-278-0801
Fax Number of Authorized Company Official

76-0202156
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;

Pricelist

H-N
N-N
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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VENDOR PURCHASE ORDER, REQUEST FOR QUOTES, AND INVOICE RECEIPT OPTIONS

Company: Progressive Commercial Aquatics General Contact Name: Myles Phelps

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: tphelps4@austin.cc.com

Internet Contact: Laura Phelps Phone: 512-278-0801

Alternate E-mail Address: Mylesproaquatic@gmail.com

Alternate Internet Contact: Myles Phelps Phone: (949) 606-5869

☐ 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: tphelps4@austin.cc.com

Alternate E-mail Address: Mylesproaquatic@gmail.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: 2510 Farrell Rd Department: Billing

City: Houston State: TX Zip Code: 77073

Contact Name: Vanessa Rojas Phone: 281-982-0212

Fax: 281-443-1529 E-mail Address: ~~vanessa~~ Controller@proaquatic.com

Alternative E-mail Address: Chris@proaquatic.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.

 Progressive Commercial Aquatics Inc.
Company Name

Signature of Authorized Company Official

Tim Phelps
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.

 Progressive Commercial Aquatics Inc.
Company Name

Signature of Authorized Company Official

Tim Phelps
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):

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 _____ %

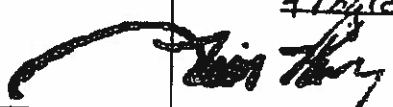
VENDOR EMPLOYMENT CERTIFICATION

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 N/A

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:

Progressive Commercial Aquatics Inc.
Company Name

Signature of Authorized Company Official
Tim Phelps
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.

Progressive Commercial Agencies Inc.
Company Name

Tim Phelps
Signature of Authorized Company Official

Tim Phelps
Printed Name



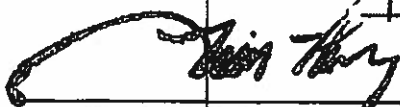
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AFFIRMATION REGARDING CONSTRUCTION-RELATED GOODS AND SERVICES

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.

 Progressive Commercial Aquatics
Company Name
Signature of Authorized Company Official
Tim Phelps
Printed Name
10/24/16
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.* This is done by the governing body (c.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.*
 - o **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.* (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.)
 - o **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.* 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.*
 - o **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.
 - o **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.*



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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. ^{xxx} 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: 4 ARO

4. Vendor Reference/Quote Number: _____

5. State your return policy: No Returns

6. Are electronic payments acceptable? ☒ Yes ☐ No

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

Progressive Commercial Agencies Inc.
Company Name

Signature of Authorized Company Official

Printed Name

FORM G
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.

Progressive Commercial Aquatics Inc.
Company Name
2510 Farrell Rd.
Address
Houston TX 77073
City State Zip
281-982-0212 281-443-1524
Phone Number Fax Number
Steve Davis
Contact Person

Progressive Commercial Aquatics Inc.
Company Name
15616 Schmidt loop
Address
Miner TX 78653
City State Zip
512-278-0801 512-278-0804
Phone Number Fax Number
Laura Phelps
Contact Person



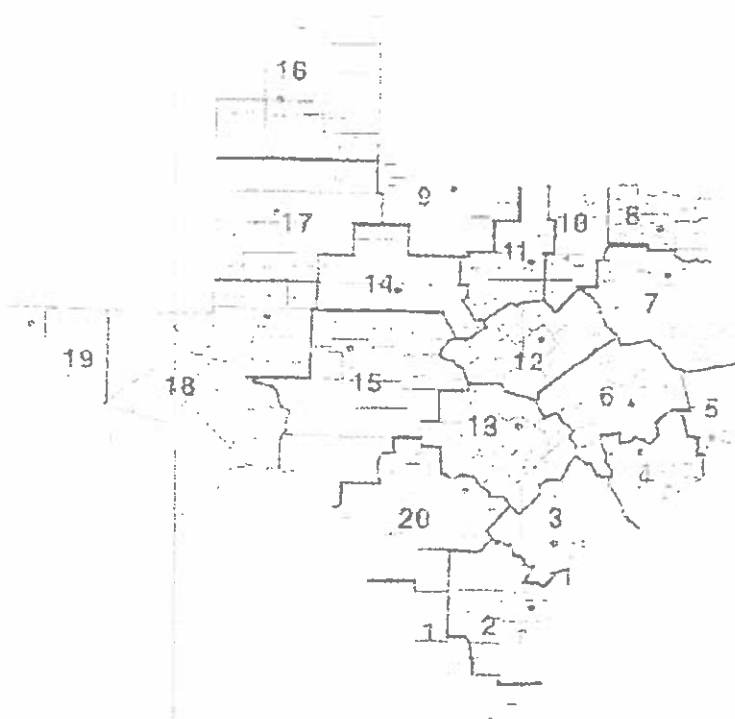
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TEXAS REGIONAL SERVICE DESIGNATION

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

Progressive Commercial Equities Inc.
Company Name

Tim Phelps
Signature of Authorized Company Official

Tim Phelps
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.

Progressive Commercial Aquatics Inc.
Company Name

[Signature]
Signature of Authorized Company Official

Tim Phelps
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.

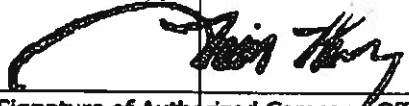
7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

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.

Progressive Commercial Analytics
Name of Vendor

533-17
Proposal Invitation Number


Signature of Authorized Company Official

Tim Phelps
Printed Name of Authorized Company Official

10/24/10
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: \$1,600,000.00 (The period of the 12 month period is 10/1/16 / 10/1/17). 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			
6. Other <u>Buyboard</u>	<u>4% - 23%</u>	<u>1,600,000</u>	<u>Net 30</u>

☒ 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 (%): 4% - 23% Proposed Discount (%): 4% - 23%

Explanation: Each price sheet is different based off of the vendor so there is no all around discount. Some cost increased.

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.


Signature of Authorized Company Official
FORM 1

Progressive Commercial Aquatics Inc.
Company Name
Tim Phelps
Printed Name

COMM.V.11.18.15



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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 College Station	Victoria	(979) 228-9395	N/A	\$120,000/yr	prepay
2. City of San Marcos	Lance	(512) 738-7814	N/A	\$100,000/yr	prepay
3. City of Cedar Park	Brian	(512) 426-6231	N/A	\$150,000/yr	prepay
4. City of Georgetown	Karen	(512) 818-3613	N/A	\$200,000/yr	prepay
5. Lincoln ISD	Kevin	(936) 709-3909	N/A	\$100,000/yr	prepay

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.

Progressive Commercial Aquatics Inc.
Company Name

Tim Phelps
Signature of Authorized Company Official

Tim Phelps
Printed Name

FORM M

COMM.V.11.18.15



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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.

website, emails, Facebook and social media,
Conventions as well as tradeshow and sales calls

Progressive Commercial Analytics
Company Name


Signature of Authorized Company Official

Tim Phelps
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.

Progressive Commercial Aquatics
Company Name

Tim Phillips
Signature of Authorized Company Official

Tim Phillips
Printed Name

10/24/10
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: Progressive Commercial Aquatics Inc.
(List the legal name of the company seeking to contract with the Cooperative. On B21 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 _____

State of Incorporation (if applicable): TX

Federal Employer Identification Number: 760202156
(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.)*

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.

Progressive Commerical Aquatics Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:

☐ 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, 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)

Exemption from FATCA reporting code (if any)

(Applies to accounts established outside the U.S.)

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

2510 Farrell Rd

6 City, state, and ZIP code

Houston TX 77073

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 6 - 0 2 0 2 1 5 6

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

Chris [Signature]

Date > **1/5/2016**

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/irb.

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)

• Forms 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.



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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 1906, 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:)
- ☐ **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: JP)
☐ 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: JP)
☐ 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: JP)
☐ 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: JP)
☐ 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: JP)
☐ **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: JP)
☐ **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: J)
☐ 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: J)
☐ 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: JP)
☐ 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: JP)
☐ 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: JP)
☐ 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.

Progressive Commercial Aquatics Inc.
Company Name

[Signature]
Signature of Authorized Company Official

Jim Phelps
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)**
*Catalogs/Pricelists must be submitted with proposal response or response will not be considered.



Proposal Invitation No. 533-17-Swimming Pool Chemicals, Supplies and Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

NOTE: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form (Form S) 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 (Form S) states "please see attachment sheet," all manufacturers listed on the attachment sheet must indicate per manufacturer the line item that correlates to Proposal Specification Form (Form S) or Vendor's proposal may not be considered.

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Exceptions to Discount
Section 1: Swimming Pool Water Treatment Chemicals, Supplies and Equipment					
1	Discount (%) Off Catalog/Pricelist for Swimming Pool Chemicals	Please state the discount (%) off catalog/pricelist for Swimming Pool Chemicals . Catalog/Pricelist MUST be included or proposal will not be considered.	10 %	PCA Accutab Blue Pricelist PCA Chemical Pricelist	Regions: 1, 2, 3, 4, 6, 7, 8, 12, 13, 14, 15, 18, 19, 20
2	Discount (%) Off Catalog/Pricelist for Swimming Pool Chemical Feed Systems	Please state the discount (%) off catalog/pricelist Swimming Pool Chemical Feed Systems . Catalog/Pricelist MUST be included or proposal will not be considered.	10% PPG 10-25 MCL %	PPG Accutab Feeder list PCA Chem feed pumps 25% Parts 10% Santa Barbara Control Systems 20% off center Santa Barbara Control Systems 15% off parts	
3	Discount (%) Off Catalog/Pricelist for Swimming Pool Mechanical Equipment	Please state the discount (%) off catalog/pricelist Swimming Pool Mechanical Equipment (Pumps, Motors, Filters, etc.) Catalog/Pricelist MUST be included or proposal will not be considered.	5% Agionics 17% Energypak 23% Copperfin 2 % 23% Agas 4% Neptune	Agionics UV Ischimar Energypak Copperfin 2 Ischimar Agas Ischimar Neptune Beron	
4	Discount (%) Off Catalog/Pricelist for Swimming Pool Water Testing Products	Please state the discount (%) off catalog/pricelist for Swimming Pool Water Testing Products . Catalog/Pricelist MUST be included or proposal will not be considered.	%		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

Page 1 of 4

PROPOSAL SPECIFICATION FORM
FORM S



Proposal Invitation No. 533-17-Swimming Pool Chemicals, Supplies and Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Exceptions to Discount
	Discount (%) Off Catalog/Pricelist for Swimming Pool Automatic Cleaning Equipment	Please state the discount (%) off catalog/pricelist for Swimming Pool Automatic Cleaning Equipment (Vacuums, etc.) Catalog/Pricelist MUST be included or proposal will not be considered.	<u>10%</u>	<u>PCA Automatic Vac Pricelist</u>	
5	Discount (%) Off Catalog/Pricelist for Swimming Pool Underwater Lights and Electrical Accessories	Please state the discount (%) off catalog/pricelist for Swimming Pool Underwater Lights and Electrical Accessories . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>20%</u>	<u>PCA Manual Vac Pricelist</u>	
6	Discount (%) Off Catalog/Pricelist for Swimming Pool Main Drains, Fittings, and Skimmers	Please state the discount (%) off catalog/pricelist for Swimming Pool Main Drains, Fittings, and Skimmers . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>20%</u>	<u>PCA Lighting pricelist</u>	
7	Discount (%) Off Catalog/Pricelist for Swimming Pool Coatings and Compounds	Please state the discount (%) off catalog/pricelist for Swimming Pool Coatings and Compounds . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>4% Neptune</u> <u>7% Paddock%</u>	<u>Neptune Reason</u> <u>Paddock pricelist</u>	
8	Discount (%) Off Catalog/Pricelist for Swimming Pool Covers and Storage Reels	Please state the discount (%) off catalog/pricelist for Swimming Pool Covers and Storage Reels . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>6% Spray</u> <u>5% Plaster%</u>	<u>PCA Spray Deck</u> <u>PCA Plaster</u>	
9			<u>12%</u>	<u>Spectrum Blankets and Reels</u>	

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal



City of Galveston

Municipal Utilities Department

Date: November 5, 2019

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members

From: Angelo Grasso, Assistant Director of Municipal Utilities

RE: Consider for action approving the Inter-local Agreement between the City of Galveston and the City of Jamaica Beach to supply potable water to City of Jamaica Beach and to authorize the City Manager to execute the agreement.

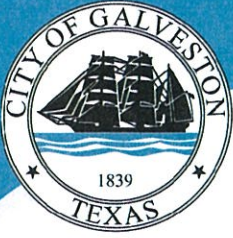
I. Background

- A. The city receives treated water from the Thomas Mackey Water Treatment Plant operated by the Gulf Coast Water Authority (GCWA).
- B. The wholesale water supply contract between the City of Galveston and City of Jamaica Beach has expired. The contract continued during the lapsed time under the same operating terms and conditions.
- C. For 2018, the City of Jamaica Beach purchased 9,323,300 cubic feet of water from the City of Galveston, paying the City \$382,377.50 for the water.
- D. The City of Jamaica Beach agrees to pay Galveston a price for such supply services at the commercial rate as decided by the Galveston City Council, for each wholesale water supply meter.
- E. The new contract was reviewed and approved by City of Galveston City Attorney's Office.
- F. The original length of the proposed agreement submitted to Jamaica Beach was ten years. Jamaica Beach requested that the proposed new agreement have a fifteen-year term.

II. Current Situation

- A. The City is currently supplying approximately 9.3 million cubic feet of water annually to the City of Jamaica Beach. The City of Jamaica Beach owns and maintains its retail water system downstream of the wholesale supply water meters, including all right-of-ways, water lines, water meters, pumps and other facilities necessary for City of Jamaica Beach to receive water from the City of Galveston. The City of Galveston has determined it is in





City of Galveston

Municipal Utilities Department

its best interest to continue supplying public water to the City of Jamaica Beach.

III. Issues

1. Cost – To be determined by water usage.
2. Timing – Immediately.
3. Term – Fifteen years from the date hereof.
4. Impact or ramifications – Both parties to remain in compliance with any required state regulations.

IV. Recommendation

Approve authorizing the City Manager to execute an inter-local agreement with City of Jamaica Beach.

V. Fiscal Impact Report

Requested by:	Angelo Grasso Assistant Director of Municipal Utilities
Revenue Source:	Metered Water Service

Respectfully Submitted,

Angelo Grasso
Assistant Director of Municipal Utilities



INTERLOCAL AGREEMENT FOR WATER SUPPLY WITH
THE CITY OF GALVESTON, TEXAS AND THE CITY OF JAMAICA BEACH, TEXAS

This Interlocal Agreement is made and entered into as of this ____ day of _____, 2019, by and between the City of Galveston, Texas, a municipal corporation operating under the provisions of its home rule charter and the Constitution and laws of the State of Texas (hereinafter referred to as "The City"), and the City of Jamaica Beach, a municipal corporation operating under the provisions of V.T.C.A., Local Government Code, Sections 51.001, et. reg., and the Constitution and laws of the State of Texas (hereinafter referred to as "Jamaica Beach") and/or as the Party/Parties collectively.

WHEREAS, the State of Texas, in the Interlocal Cooperation Act, has provided in Chapter 791 of the Texas Government Code, that the City of Galveston may jointly exercise with other local and special governments such as the City of Jamaica Beach, the power to provide governmental services for the public health and welfare and such services include providing the City of Jamaica Beach its public water supply; and,

WHEREAS, the City of Galveston, a home rule municipality incorporated under the laws of the State of Texas, desires to enter into an Interlocal Agreement with the City of Jamaica Beach for the purpose of providing the City of Jamaica Beach its public water supply; and,

WHEREAS, the City of Jamaica Beach, a general-law municipality incorporated under the laws of the State of Texas, desires to enter into an Interlocal Agreement with the City of Galveston for the purpose of receiving from the City of Galveston, its public water supply; and,

WHEREAS, the Parties have heretofore determined that it is in the best interest of the City of Galveston and the City of Jamaica Beach, that the public water supply to Jamaica Beach be provided by the City; and,

WHEREAS, the City has acquired a supply of potable water which will be sufficient in quantity to provide for the requirements of Jamaica Beach, and the City is willing to furnish water supply services to Jamaica Beach; and,

NOW, THEREFORE, for and in consideration of the promises and agreement contained herein and the recitations set forth herein above, the parties enter into this Agreement pursuant to the above-named acts to authorize the City of Galveston to provide to the City of Jamaica Beach its public water supply under the following terms and conditions.

THEREFORE, for the mutual consideration contained herein, the parties do agree as follows:

ARTICLE 1. SALES AND PURCHASE OF WATER AND WATER SUPPLY SERVICES. The City agrees to sell and deliver to Jamaica Beach and Jamaica Beach agrees to purchase and receive from the City, upon the terms and conditions hereinafter set forth, the water supply services provided for by this Agreement.

ARTICLE 2. FACILITIES. Within the geographical boundaries of Jamaica Beach, Jamaica Beach shall provide all rights-of-way, water lines, water meters, pumps, and other facilities necessary for Jamaica Beach to receive water from the City and to distribute such water to Jamaica Beach's retail system. The costs of construction of all such facilities shall be borne entirely by Jamaica Beach. The parties to this Agreement shall mutually agree upon the design and construction methods of such facilities and shall be also approved by the Texas Department of Health.

ARTICLE 3. PURCHASE WATER COST. In consideration of the water supply services to be furnished by the City to Jamaica Beach hereunder, Jamaica Beach agrees to pay the City the commercial rate for such water supply services as passed by the Galveston City Council, for each water supply meter. In the event such the Galveston City Council elects new rates, Jamaica Beach shall be responsible for the new rates.

ARTICLE 4. SOURCE AND QUALITY OF WATER. It is the intent of the parties hereto that the water supplied to Jamaica Beach shall be primarily treated surface water meeting the potable water requirements of the Texas Department of Health for municipal uses, or any standards which may supersede these; provided, however, that it is specifically understood and agreed that the City may supply water to Jamaica Beach under this Agreement both from the City's ground water supply and surface water delivered to it through Galveston County Water Authority, and the City cannot and does not guarantee that such water will meet the quality standards specified above, regardless of the source of such water. The City does agree, however, to use the reasonable diligence in cases of declines of the quality of the water delivered to the City through the Authority and to expedite the restoration to normal levels of the quality of such water.

ARTICLE 5. MEASUREMENT OF SERVICE SUPPLIED. All water supply service furnished by the City to Jamaica Beach shall be measured by suitable metering equipment of standard manufacture to be approved by the City and to be furnished and installed by the City at the expense of Jamaica Beach. The meter(s) shall become the property of Jamaica Beach and the cost of calibrating, testing, repairing, replacing, or maintaining any damaged or defective meter(s) shall be paid by Jamaica Beach.

Jamaica Beach shall cause metering equipment to be tested annually by a competent meter testing agency approved by the City and shall submit the test reports to the City. Any meter which registers not more than two percent (2%) slow or fast on all registers shall be deemed accurate. Whenever any meter shall be found to be defective, inoperable or outside the tolerance limits specified above, it shall be repaired or replaced as soon as reasonably practicable, and within no more than sixty days from the date of the test unless otherwise approved by the City.

The City may cause metering equipment to be tested at more frequent intervals. If the test(s) caused by the City to determine the meter(s) to be correct as defined herein, the cost of such test(s) shall be borne by the City. If the test(s) determine the meter(s) to be defective, the cost of the testing shall be borne by Jamaica Beach, and Jamaica Beach shall be responsible for correcting the defect(s).

In the event the meter failed to register, or registered incorrectly, the parties shall, after considering all the evidence available from the City's and Jamaica Beach's records, determine the length of period the meter failed to register correctly, the quantity delivered during such period, and appropriate adjustment based thereon shall be made to Jamaica Beach's bills.

ARTICLE 6. The unit of measurement and sales unit for water furnished hereunder shall be one hundred (100) cubic feet of water, U.S. Standard Liquid Measure. The City shall read the measuring equipment for determining the water usage of Jamaica Beach monthly. A statement showing the quantity of water delivered hereunder by the City to Jamaica Beach will be produced and delivered by the City to Jamaica Beach.

ARTICLE 7. TITLE TO AND RESPONSIBILITY FOR WATER. Title to, possession and control of water shall remain in the City to the point(s) of connection to Jamaica Beach's facilities where title of possession and control of water shall pass from the City to Jamaica Beach, and Jamaica Beach will take such title, possession and control at such point(s) of connection. As between the parties hereto, the City shall be in exclusive control and possession of the water deliverable hereunder and solely responsible for any damage or injury caused thereby and the City shall hold harmless Jamaica Beach from any loss, claim or damage related thereto until the same shall have been delivered to Jamaica Beach at such points of connection. After such delivery Jamaica Beach shall be in exclusive control and possession thereof and solely responsible for any injury or damage caused. Jamaica Beach shall thereby hold harmless the City from any loss, claim or damage related thereto.

ARTICLE 8. DELIVERY LIMITATIONS. The City agrees to furnish water to Jamaica Beach at the point(s) of connection as pressures sufficient to deliver water into Jamaica Beach's water system. The maximum amount of water that may be delivered to Jamaica Beach will not exceed 1,440,000 gallons of water per day. However, that Jamaica Beach shall not be guaranteed any specific quantity or pressure of water whenever the City's supply of water is limited or when the City's equipment may become inoperative or is in need of maintenance and repair. The City agrees that it will attempt to make any necessary repairs or adjustments to its equipment within reasonable times. The City agrees to give Jamaica Beach reasonable notice of any possible interruptions.

In case of temporary shortages of water, the City shall distribute the available supply to the City's customers, including Jamaica Beach, as provided by the laws of the State of Texas, particularly Section 11.039, Texas Water Code, as amended.

ARTICLE 9. LIMITATIONS ON WATER RESALE. Jamaica Beach shall not resale water supplied by the City to any person, agency, or property locate outside the boundaries of Jamaica Beach without the express written consent of the City.

ARTICLE 10. WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN. Within six months of the execution of this Agreement, Jamaica Beach shall adopt a Water Conservation and Drought Contingency Plan to include provisions as stipulated in the City's Plan. At any time the City places into effect water conservation and/or drought contingency measures, Jamaica Beach shall place into effect the same measures. Jamaica Beach's plan and amendments thereto shall be approved by the City and shall be kept on file at the City's Municipal Utilities Administration office.

ARTICLE 11. REGULATORY REQUIREMENTS. This Agreement shall be subject to all present and future valid laws, orders, rules and regulations of the United States of America, the State of Texas, City of Galveston, or any other regulatory agency having jurisdiction.

ARTICLE 12. TERM AND EFFECTIVENESS. This Agreement shall become effective upon the execution and delivery hereof by both parties hereto. The term of this Agreement shall be fifteen years from the date hereof. At the expiration of the initial fifteen year period, the parties will have the opportunity to exercise a mutual option to extend the duration of the agreement for another fifteen year term.

ARTICLE 13. PARTIES OF INTEREST. This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto.

ARTICLE 14. FORCE MAJEURE. In the event either party is rendered unable, wholly or in part, by force majeure to carry out any of these obligations under this Agreement, then the obligations of such party, to the extent affected by such force majeure and performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided, but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure", as used herein, shall include, without limitations of the generality hereof, acts of God, strikes, lockouts, or other kind of industrial disturbances, acts of the public enemy, orders of any civil or military authority, insurrections, riots, epidemics, landslides, lighting, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakages or accidents to machinery, pipelines or canals, partial or entire failure of water supply, and any other incapacities of either party, whether similar to those enumerated or otherwise, which are not within the control of the party claiming such inability and which such party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the water from the City of Galveston shall be entirely within the discretion of the party, including third party beneficiaries having the difficulty and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes lockouts or contract disputes by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty. Force majeure shall not relieve Jamaica Beach of its obligation to make payments to the City as provided in this Agreement.

ARTICLE 15. ADDRESSES AND NOTICE. Unless otherwise provided in this Agreement, any notice, communication, request, reply or advice (herein severally and collectively, for convenience, called "notice") herein provided or permitted to be given, made or accepted by either party to the other must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party. Notices must be sent to the following:

For the City of Galveston:

City of Galveston
Attn: City Manager
P.O. Box 779
Galveston, TX 77553

For the City of Jamaica Beach

City of Jamaica Beach
Attn: City Administrator
P.O. Box 5264
Jamaica Beach, Texas, 77554

IN TESTIMONY WHEREOF, the parties hereto have each caused this instrument to be executed in duplicate originals, on this the _____ day of _____, 2019.

City of Galveston

City of Jamaica Beach

By: Brian Maxwell
Title: City Manager

By: Sean L. Hutchison,
Title: City Administrator

Attest: _____
City Secretary

Attest: _____
City Secretary

Approved as to form:

Approved as to form:

City Attorney's Office

City Attorney



City of Galveston

DEPARTMENT OF MUNICIPAL UTILITIES

Robert Pugh, Director

rpugh@galvestontx.gov | Office Number: (409) 797-3960 | www.galvestontx.gov

October 23, 2019

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

From: Robert Pugh, Director of Municipal Utilities

Re: **Consider for Approval: Payment to the Texas Commission on Environment Quality for Annual Operating Permit Fees for the Water and Wastewater Divisions for the fiscal year. The estimated cost is \$181,637.41**

I. Background

- A. The City is required to obtain Texas Pollutant Discharge Elimination System permits and pay the associated fees each year with the Texas Commission on Environmental Quality for the sewer division operating plants.
- B. In addition to the TPDES permits, the City is required to pay a sludge fee permit.
- C. The City is also required to pay a Consolidated Water Quality Fee.
- D. These fees will be paid throughout Fiscal Year 2019-2020.

II. Current Situation:

- A. The permits required are listed below along with last fiscal years cost:

WQ0010688002	Airport WWTP	\$31,876.78
WQ00010688007	Seawolf Park WWTP	\$ 620.00
WQ0010688005	Terramar WWTP	\$ 5,569.57
WQ0011477001	MUD 1	\$ 3,301.01
WQ0010688001	Main WWTP	\$58,892.40
	Sludge Permit	\$ 500.00

Water Quality Permits for Sewer Plants:

Airport WWTP	\$ 2,015.00
Pirates Beach WWTP	\$ 1,615.00
Seawolf Park WWTP	\$ 815.00





City of Galveston

DEPARTMENT OF MUNICIPAL UTILITIES

Robert Pugh, Director

rpugh@galvestontx.gov | Office Number: (409) 797-3960 | www.galvestontx.gov

Water System Fee:

0840003 Water Permit \$76,432.65

B. The cost for the permits and fees are estimated as they may increase as per the Texas Commission on Environmental Quality.

III. Issues:

Failure to obtain such permits may result in fines of up to \$10,000.00 each day.

IV. Alternatives:

A. Approve payment.

B. Do not approve payment.

V. Recommendation:

Staff recommends approval of payment.

VI. Fiscal Impact

Requested by: Robert Pugh
Director of Municipal Utilities

Funding Source: Water & Sewer Certification & Permit Fees Account

Estimated Costs: \$181,637.41

Respectfully Submitted,

Robert Pugh
Director of Municipal Utilities





City of Galveston

ENGINEERING DEPARTMENT

Daniel Christodoss, Ph.D, P.E., City Engineer
DChristodoss@GalvestonTX.Gov | 409-797-3640 | www.galvestontx.gov

November 5, 2019

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

From: Daniel Christodoss, Ph.D.,P.E., City Engineer

Re: Consider for approval a proposal from Intertek PSI for \$88,694 to perform Design-Construction Administration and Construction Material Testing services for the construction of the Legas Drive Bulkhead. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. The Neighborhood Improvement Program began in 2013 as an initiative that would set aside a certain amount of funds for City Council members to use in order to make discretionary neighborhood improvements within their elected districts.
- B. The Lake Madeline Riprap Replacement-Legas Drive & Lakeview Street project was approved as a Neighborhood Improvement Program project for District 6 with a budget of \$350,000.
- C. The Legas Drive bulkhead is located adjacent to the intersection of Legas Drive and Lakeview Street.
- D. The existing bulkhead that has failed will be partially demolished, backfilled and stabilized.
- E. The project involves the installation of a temporary sheet pile coffer dam adjacent to the existing concrete toe-wall, new asphalt road, new inlets, new concrete sidewalk, and new 18-inch storm sewer pipe to repair the bulkhead.
- A. The project was advertised on 01 October 2018 as RFP #19-01 with a single response received on 31 October 2018.
- F. The single response received was in the amount of \$1,418,987 – four times the available budget.
- G. It is anticipated that the bid will be rejected at the City Council Meeting in February 2019.
- H. The project must be reduced in scope to accommodate the available funding.
- I. To reduce the project cost, the design concept is being revised from a concrete toe wall to a sheet pile bulkhead wall, so it can be re-advertised for bids.





City of Galveston

ENGINEERING DEPARTMENT

Daniel Christodoss, Ph.D, P.E., City Engineer
DChristodoss@GalvestonTX.Gov | 409-797-3640 | www.galvestontx.gov

- J. Prior to design and re-advertisement, geotechnical engineering will be required to provide guidance on sheet pile bulkhead anchoring and material selection.
- K. City requested a proposal from Intertek PSI that was prequalified by City Council in September 2018 to perform geotechnical engineering services.
- L. Geotechnical Engineering Services have been completed and project construction plans are being prepared to get advertised as an RFP for receipt of Sealed Construction Proposals.

II. Current Situation

- A. Intertek PSI provided a proposal for \$88,694 to perform design-construction administration and construction material testing. Lack of Construction Material Testing by an Independent Geotechnical Engineering Firm will prevent the City from verifying QA/QC during construction of the project by the contractor. This will lead to future problems if the quality of material and workmanship is not verified with in-situ and offsite laboratory testing standards employed during construction.
- B. Intertek PSI is available to perform at City's request.

III. Issues

Additional cost of \$88,694 for design-construction administration and construction material testing engineering services.

IV. Alternatives in order of priority

- A. Approve the proposal from Intertek PSI for \$88,694 to perform design-construction administration and construction material testing.
- B. Do not approve the request and risk not having construction quality control and further deterioration of the Legas Drive Bulkhead.

V. Recommendation

Approve the proposal from Intertek PSI for \$88,694 to perform design-construction administration and construction material testing engineering services.





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VI. Fiscal Impact Report

Requested by:

Daniel Christodoss, Ph.D., P.E.
City Engineer

Funding Source:

District 6 Neighborhood Funds

Total Cost of Implementation

\$88,694

Respectfully Submitted,

Daniel Christodoss, Ph.D., P.E.
City Engineer





City of Galveston

ENGINEERING DEPARTMENT
14th Street HMGP Pump Station Project

5th November 2019

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

From: Daniel Christodoss, Ph.D., P.E., City Engineer

RE: Consider for approval the proposal from T. Baker Smith (TBS), to perform a hydraulics and hydrology study and design for the 14th Street Drainage Improvement Project – DR-4332-024 for a fee not to exceed \$2,272,861. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney and authorizing the Finance Director to utilize local funds in advance of anticipated reimbursement.

I. Background

- A. The 14th Street and vicinity drainage areas upstream of the Galveston Bay (Ship Channel to Seawall Blvd.), have had historical drainage problems.
- B. These drainage problems were identified in previous drainage studies (2003 Master Drainage Study by Dannenbaum, and the 2007 LAN Drainage Report).
- C. The Dannenbaum and LAN studies identified temporary ponding in specific areas due to the lack of adequate storm sewer conveyance capacity to capture and convey rainstorm flooding, which was further impacted by tidal backflow from Galveston Bay.
- D. In addition to lack of capacity, the systems are old and structurally unsound. Some of these systems include clay pipes.
- E. With today's technology, storm sewer systems are typically not constructed with vitrified clay pipe. Storm sewer systems are typically constructed with reinforced concrete drainage pipes sized adequately for the design rainfall frequency.
- F. Considering the age, lack of capacity, and tidal impacts, both the LAN and Dannenbaum studies recommended drainage improvements along 14th Street and the vicinity based on a 2-year storm evaluation.
- G. Galveston has more frequently experienced intense storms and associated flooding that far exceed the 2-year storm intensity portrayed in the historical LAN and Dannenbaum studies, prior to, during, and after Harvey.
- H. To address the flooding after Harvey, the City upgraded the Drainage Code from the 2 year storm frequency and intensity to a minimum 25 year storm design requirement. Other administrative enhancements such as Storm Water Pollution Prevention Plans and Procedures were implemented to improve the City's rating with FEMA.





City of Galveston

ENGINEERING DEPARTMENT
14th Street HMGP Pump Station Project

- I. FEMA recognized that the voluntary actions undertaken by the City of Galveston exceeded the minimum standards of the NFIP and met the criteria for an upgrade from Class 7 to Class 6 Community Rating (CRS).
- J. The Class 6 ranking recognized Galveston's community outreach and high regulatory standards, including proactive requirements for new construction, and FEMA also commended the City's oversight in ensuring compliance with the latest FEMA regulations.
- K. Galveston is now targeting a higher Class 5 CRS ranking by 2021 by pursuing grant applications to install pump stations and storm pipes so both high tidal backflow and rainstorm flooding impacts can be addressed.
- L. As a result of Hurricane Harvey, the State of Texas requested proposals for participation in the 404 Hazard Mitigation Grant Program (HMGP).
- M. Under HMGP, the City submitted 7 Notices of Intent to the Texas Division on Emergency Management (TDEM) for the downtown drainage projects that included a system of 7 pump stations and associated drainage infrastructure.
- N. The 7 pump stations and drainage infrastructure (projects) extended from 13th Street to 34th Street and from Seawall Blvd., to the Ship Channel.
- O. The City was advised by TDEM that the 7 projects initially appeared to be eligible projects and the City was requested to submit formal applications to TDEM for each of the individual projects for future funding consideration.
- P. The City submitted formal grant applications for each of the 7 projects in 2018.
- Q. The grant applications included an engineer's cost estimate based on preliminary Hydraulics and Hydrology (H&H) modeling, and conceptual pump station and storm sewer infrastructure design performed in-house by City Staff.
- R. Subsequent to the submittal of grant applications to TDEM, the City was informed that 1 of the 7 grant applications (the 14th Street pump station and associated infrastructure) was forwarded to FEMA for further evaluation.
- S. To plan for potential award of the HMGP Grant, the City advertised an RFQ 19-01 on May 6th, 2019 for the 14th Street Pump Station Design and Engineering.
- T. Proposals were received from the following firms on June 5th, 2019:
 - i. T. Baker Smith
 - ii. Freese and Nichols
 - iii. AECOM
 - iv. EJES
 - v. Ardurra
 - vi. Atkins
 - vii. Kimley Horn
 - viii. HR Green





City of Galveston

ENGINEERING DEPARTMENT
14th Street HMGP Pump Station Project

- U. During the initial evaluation by the committee, which included scoring and ranking, the following firms were shortlisted and recommended for subsequent presentations:
 - i. T. Baker Smith
 - ii. Atkins
 - iii. Kimley Horn
 - iv. HR Green
- V. Subsequent to the final focused presentation, TBS was found to be the most qualified respondent for the project.
- W. The extension of the 14th Street Drainage system north and south of Broadway, in conjunction with the proposed storm water pump station, is critical to addressing flooding from rainstorms and high tides.
- X. The 14th Street Drainage System includes interconnects to storm sewers on adjacent streets, along with the replacement of bridge blocks, and an upgrade of the inlets and storm sewer pipes.
- Y. Storm sewer crossings of old ductile iron pipe water lines and old clay sanitary sewer lines also need to be rehabilitated at the same time.
- Z. Due to the amount of utility work that is performed, the roads will need to be re-paved.
- AA. The City Council awarded the RFQ for the design of the 14th Street Drainage Improvement Project – DR-4332-024 to T. Baker Smith (TBS) in October 2019.

II. Current Situation

- A. A proposal for engineering design services for the 14th Street Drainage Improvement Project – DR-4332-024 was requested from TBS.
- B. TBS provided a proposal for engineering services to design the 14th Street Drainage Improvement Project – DR-4332-024 for a design fee not to exceed \$2,272,861.
- C. TBS is available to perform at the City's request.

III. **Impact or ramifications:**

If not awarded:

- 1. City will be unable to obtain a design contract from TBS for City Council approval in November for the critical drainage improvements,
- 2. These needed improvements for 14th Street and vicinity will not be constructed,
- 3. Drainage hotspots will lead to widespread flooding during rainstorms and high tides,
- 4. The potential for future sinkholes will continue to exist on 14th Street and vicinity due to potential future collapse of aged storm sewer, water and sanitary sewer systems,





City of Galveston

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14th Street HMGP Pump Station Project

5. The City will lose the HMGP funding for the pump station and drainage improvements, and
6. We will be implementing these needed improvements under emergency mode at a premium cost in the not too distant future.

IV. Alternatives in order of priority

- A. Approve the proposal for engineering services to design the 14th Street Drainage Improvement Project – DR-4332-024 for a design fee not to exceed \$2,272,861 to TBS.
- B. Do not approve the request and risk loss of HMGP funding, future potential widespread flooding due to high tide and rain storms, and development of sinkhole(s) in the 14th Street and vicinity, due to collapse of aged storm sewer, water and sanitary sewer systems.

V. Recommendation

Approve the proposal for engineering services to design the 14th Street Drainage Improvement Project – DR-4332-024 for a design fee not to exceed \$2,272,861 to TBS.

VI. Fiscal Impact Report

Requested by: Daniel Christodoss, Ph.D., P.E.
City Engineer

Funding Sources: D1901 Pilot Storm Water Pump Station
25% General Obligation Bond (\$568,215.25), 75%
FEMA reimbursement (\$1,704,645.75), 100%
advanced from General Obligation Bonds pending
actual reimbursement from FEMA

Cost: \$2,272,861

Respectfully Submitted,

Daniel Christodoss, Ph.D., P.E.
City Engineer





Exhibit A

14th Street Drainage Improvement Project, DR-4332-024 – Phase I Scope of Work

Phase A

The objective of Phase A is to progress through enough design such that an initial benefit cost ratio can be determined for the proposed improvements and then optimized prior to advancing with detailed design in Phase B.

1) Project Management

a. Meetings

i. Project Kick-Off Meeting

1. City of Galveston and Design Team

ii. In-Person Meetings (monthly)

1. It is assumed that TBS and Zarinkelk will be attending all regularly scheduled in-person meetings with the City. Other subconsultants will attend on an as-needed basis.

iii. COG and Design Team Conference Calls (weekly or bi-weekly)

iv. Design Team Meetings (monthly, at design milestones, or when otherwise warranted)

v. Design Team Conference calls (as-needed basis)

vi. Attendance/Presentations for City Council Meetings

b. Scheduling and Reporting

i. Smartsheet Updates

ii. Grant Application Compliance Reporting

c. Deliverables

i. Meeting Minutes

ii. Schedule Updates

iii. Progress Reports for Grant Compliance

2) Surveying and Mapping

a. ROW Mapping

i. Prepare maps along proposed improvement corridors using only in-house data or publicly available data from the Assessor's office.

ii. Prepare exhibits showing approximate limits of any additional permanent or temporary ROW that may be required.

iii. Establish Federal, State, County, and City roadway boundaries by performing field surveys and researching pertinent records (including in-house and GCAD data) to determine the locations existing roadway boundaries. The existing ROW will be reviewed on a per block basis and shall not include a boundary determination for each individual parcel within each block. City shall assist by providing as-built plans or other historical records that may be available. ROW maps shall be provided digitally and as paper copies.



- iv. Prepare and supply a point list in a digital form and on paper, with GPS coordinates of each point depicting the existing roadway boundary.

b. Topographic Surveying

i. Data Collection and Drawing Preparation

- 1. Terrestrial LiDAR data collection for 14th Street System & 11th Street System
- 2. Finished Floor Elevation (FFE) data extraction from 14th Street to 18th Street.
- 3. Prepare detailed topographic drawings along 15th Street from slip to Ave K ½.
- 4. See attached Figure 2 for approximate limits.

ii. Additional Topographic Drawing Preparation

- 1. Prepare additional detailed topographic drawings for 15th Street from Ave K ½ to Ave O, and Ave M ½, Ave K, and Sealy, and Strand between 14th and 18th Streets

iii. Utilities

- 1. All underground and accessible storm drain features (e.g. storm sewer inverts, flow lines, pipe sizes), as shown in the 2003/2007 Master Plans, will be surveyed with RTK-GPS methods from 18th Street to the eastern boundary of the 11th Street as shown in Figure 2.
- 2. Processing time is included for all utility features above ground that can be extracted from the LIDAR (e.g. fire hydrants) along the 15th Street from the slip to Ave K ½ as shown in Figure 2. See Subsurface Utility Investigation section below for proposed data collection plan on subsurface utilities.

c. Subsurface Utility Investigation

i. Performed in accordance with ASCE 38-02

ii. SUE Quality Level D, Records Research, will be performed for the entire project area (14th to 17 ½th Street).

- 1. Conduct utility records research above and below ground
- 2. Initiate 811 call and keep up to date until any excavation is completed as part of the subsurface utility investigation.
- 3. Collect applicable utility owner records
- 4. Review available records.
- 5. Conduct field inspection of above ground utility facilities to assist in records research
- 6. Collect the owner name, contact information, size, material, operating pressure, and other available data on all utilities.

iii. SUE Quality Level C, Surveying and Plotting, will be performed along the proposed gravity system improvements along 15th Street from the slip to Ave K ½. Additional areas included as shown in Figure 2. Quality Level C shall include information obtained by surveying and plotting visible above-ground utility



features and by using professional judgment in correlating this information to Quality Level D information.

1. Surveying of marked utilities and visible above-ground utility features shall be included as part of the SUE services and integrated into the project topographic survey.
 2. Above ground features that are slightly buried will be exposed and the surveyor will be advised of these locations.
- iv. SUE Quality Level B, Designating and Marking, will be performed along the proposed alignment of the gravity drainage improvements, which are estimated to be from the existing slip to Ave K along 15th Street. Some additional coverage is proposed to cover an extension along 15th Street to Ursuline Street and along Avenue K to 14th Street. The approximate limits for SUE quality level B are shown in Figure 3. SUE Quality Level B will include information obtained through the application of appropriate surface geophysical methods to determine the existence of and approximately horizontal position of subsurface utilities. Quality Level B should be reproducible by surface geophysics at any point of their depiction. Quality Level B includes Level D and C services as well as the following:
1. Designating/marketing those utilities that can only be determined using Quality Level B techniques.
 2. Utilities will be marked at a maximum of 50' intervals and at changes in direction
 3. Water lines, force mains, and other non-tonable utilities may be able to be located using ground penetrating radar and shall be marked as Quality Level B in these areas. When ground penetrating radar is not effective or when non-tonable utilities are encountered, these utilities will be marked as Quality Level D.
- v. SUE Quality Level A for utilities over 4" in diameter (designated in the Quality Level B survey) that cross the proposed gravity system improvements and at the pump station location. One exception to this requirement will be gravity sanitary sewer lines where inverts at adjacent manholes will be used to determine depths. Additional test holes smaller than 4" diameter may be required depending on the nature and importance of the utility. The scope of work assumes test holes will be taken on each side of the proposed limits of construction. Based on the information provided by the City at this time, it is assumed there will be twelve water line crossings, one large diameter gas line on Harborside Drive, and one underground high voltage electric near Mechanic Street. Allowances are included for up to 5 additional crossings that would require test holes for a total 19 crossings and 38 test holes.
1. Procedure for Excavation of Test Holes:
 - a. Clear the test hole area of surface debris.



- b. In paved areas, neatly cut and remove existing pavement, which cut shall not exceed 225 square inches unless otherwise approved.
 - c. Excavate the test hole. The nominal diameter of the test hole will not exceed 15 inches unless otherwise approved.
 - d. Expose the utility only to the extent required for identification and data collection purposes.
 - e. Avoid damage to lines, wrapping, coatings, cathodic protection or other protective coverings and features.
 - f. Hand-dig as needed to supplement excavation and to ensure safety.
 - g. Revise the test hole location as necessary to positively expose the utility.
 - h. Store excavated material for re-use or disposal at an approved location near the project, as appropriate.
2. Collection, Recording, and Presentation of Data
- a. Difference in elevation of top and/or bottom of the utility and the above ground mark to a vertical accuracy of +/- 0.05 feet.
 - b. Field sketch showing horizontal location referenced to a minimum of two (2) swing ties to physical structures existing in the field.
 - c. Approximate centerline bearing of utility line.
 - d. Outside diameter of pipe, width of duct banks, and configuration of multi-conduit systems.
 - e. Utility structure material composition, when reasonably ascertainable.
 - f. Other pertinent information that is reasonably ascertainable from test hole.
 - g. Site Restoration.
 - i. Replace bedding material around exposed utility lines.
 - ii. Backfill and compact the excavation in a manner acceptable to City. Re-use excavated material with appropriate compaction.
 - iii. As applicable, provide permanent pavement restoration within the limits of the original cut using materials, compaction, and pavement thickness similar or equal to that found.
 - iv. For excavations in unpaved areas, restore disturbed area as nearly as practicable to pre-existing conditions.
 - v. Furnish and install permanent surface marker (e.g., P.K. nail, peg, steel pin, or hub) directly above the centerline of the utility.
3. Temporary Traffic Control



- a. Where test holes are required in paved areas where roadways cannot be closed during the test hole excavation, a traffic control firm will be subcontracted to provide the necessary traffic control during the investigation.
 - d. Bathymetric Survey
 - i. Conduct Multibeam Survey and Side Scan Sonar survey of the existing slip
 - 1. TBS will check with the Port for available data
 - e. Magnetometer Survey
 - i. Conduct Magnetometer Survey within the existing slip to detect metallic objects in the slip adjacent to the outfall for the pump station
 - ii. Tracklines will be on a 50' grid spacing in each direction
 - iii. Probe and investigate of any anomalies.
 - f. Deliverables
 - i. ROW maps along proposed improvements at scale not to exceed 1" = 40'
 - ii. Finished Floor Elevations (FFE) provided as a GIS layer with address attributes and printed paper copy.
 - iii. Topographic Survey information to be incorporated into H&H model and design plans.
 - iv. Survey Methodology Report
 - v. SUE Quality Level D Deliverables
 - vi. SUE Quality Level C Deliverables
 - 1. Information will be included on topographic survey drawings
 - vii. SUE Quality Level A and B Deliverables
 - 1. The Subsurface Utility Engineering (SUE) deliverable will be engineering drawings shown in plan view over aerial imagery for Level B and on Test Hole data sheets for Level A in accordance with CI/ASCE Standard 38-02, complete with engineering seal and signature.
 - viii. Bathymetric Survey Drawing of Existing Slip
 - ix. Magnetometer Survey Drawing of Existing Slip
- 3) Utility Coordination and Conflict Resolution
 - a. Utility Disposition Table
 - i. Conduct site visit to verify utilities identified (to be done after topographic survey & subsurface investigation are completed)
 - ii. Prepare an overall layout showing utilities within the project limits with a Utility Disposition Table
 - iii. Develop preliminary relocation schedule
 - b. Coordination with Utility Owners
 - i. Schedule a kickoff meeting with each utility owner to discuss project scope, schedule, and relocation plans
 - ii. Review additional as-built data from utility owners if available.



- iii. Discuss constructability with utility owners and City.
- iv. Obtain relocation cost, scope, and design constraints from utility owners.
- v. Coordinate Utility Relocation Agreements.

c. Deliverables

- i. Overall Utility Map and Disposition Table
- ii. Preliminary Relocation Schedule
- iii. Summary of estimated costs, scope, and design constraints

4) Geotechnical Investigation

a. Field Exploration

i. Soil Borings and Pavement Cores

- 1. Drill a 60-ft deep boring positioned at the location of the proposed pump station (shown as B-1 in Figure 4) and two, 25-ft deep borings (labeled as B-2 and B-3) along the alignment of the proposed storm sewer. Pavement cores will be extracted and included as part of each boring log. Up to three additional pavement cores will be taken as shown on Figure 4 or as otherwise directed by the Engineer. These borings are anticipated to sample predominantly silty sand soils based on the findings from the 18th Street field exploration. As a result, the predominant sampling method will be split spoon sampling in cohesionless soils and standard penetration testing (SPT). However, if cohesive or semi-cohesive soils are encountered, then sampling will be conducted using nominal, 3-in. diameter thin wall Shelby tubes. Short term measurements of groundwater will also be made in each boring prior to grouting the boreholes.
- 2. Drill one 60-ft deep boring in the existing slip (SB-1) in accordance with the process above and two shallow samples at least 10-feet deep to determine the suitability of the material for fill.
- 3. Drilling two additional 50-ft deep borings in the existing slip (SB-2 & SB-3). The need for SB-2 and SB-3 will be determined following preliminary coordination meeting with the Port to assess the viability of the pump station being located in the existing slip instead of on land.

ii. Piezometer Installation for Groundwater Observations

- 1. Upon completing boring B-1, it will then be used to install a standpipe piezometer for longer term observations of ground water levels along the 15th Street corridor. This location has been selected for ground water measurements because B-1 is near the proposed pump station. At the piezometer location, a 10-ft long PVC screen with 0.010-in. openings will be installed at the target tip elevation. A 20/40 filter sand will be installed around the screen and extending 3 feet above the screen. A 2-ft thick bentonite seal will be placed above the filter sand with an additional 2 feet of sand placed above the seal. Lastly, the



annulus between the PVC riser and the bore hole will be tremie backfilled with grout. The PVC riser will extend to just below existing grade and will have a top cap. A manhole cover will be provided at the surface.

b. Laboratory Testing

- i. Soil laboratory testing will include obtaining natural moisture contents on all samples and determining the percent passing the No. 200 mesh sieve on most samples. If appropriate, a full grain size distribution analysis will be performed on some samples. If semi-cohesive or cohesive soils are encountered, then Atterberg limits and undrained triaxial compression shear strength testing will be performed.

1. Borings B-1 to B-3, Pavement Cores PC-1 to PC-3
2. Boring SB-1 and shallow slip borings
3. Borings SB-2 and SB-3

c. Analysis

- i. General Soils and Design Considerations
- ii. Design Considerations for Underground Utilities
 1. These recommendations will include lateral earth pressure estimates, open and braced excavation recommendations, and bedding and backfill recommendations.
- iii. Preliminary Design Information for Proposed Pump Station
 1. Recommendations in Phase A will assist in developing a rough construction cost estimate. Recommendations will include estimates of allowable soil bearing values for foundation support of the pump station, estimates of settlement, and preliminary bulkhead analysis. Assisting will be provided to the structural engineers on lateral earth pressures and excavation support evaluations, as necessary at this stage. A global stability analysis will be performed of the proposed pump station with respect to the existing slip using slope stability analysis software. During Phase A only post-construction cases will be considered. General construction considerations will also be considered.
 2. Additional analysis required if SB-2 and SB-3 are taken based on coordination meeting with the Port of Galveston.

d. Deliverables

- i. Preliminary Geotechnical Investigation Report with results of boring logs and lab testing
- ii. Final Geotechnical Engineering Report
 1. Report will be supplemented during Phase B.

5) Regulatory Compliance, Permitting, and Stakeholder Coordination



- a. Environmental Assessment
 - i. Complete EA document for NEPA compliance following the checklist developed by FEMA including:
 - 1. Introduction
 - 2. Purpose and Need
 - 3. Alternatives
 - 4. Affected Environment and Impacts
 - 5. Consultations, Coordination, and Permits
 - 6. Mitigation Measures Required
 - 7. Appendices
 - a. Maps and Diagrams
 - b. Affidavit of Public Notice
 - c. Public Agency Letters of Response
 - d. Memorandum of Agreement for NHPA Compliance
 - e. Public Comments
 - f. H&H Study
- b. Phase I Environmental Site Assessment
 - i. Conduct in general accordance with Phase I ESA Process ASTM E 1527-13
 - 1. Records Review
 - 2. Site Reconnaissance
 - 3. Interviews
 - 4. Report
 - a. Final Report will be included in EA
- c. U.S. Army Corps of Engineers Permit (USACE)
 - i. Attend preapplication meeting with USACE
 - ii. Prepare and submit application for Section 10/404 permit based on preferred alternative.
 - iii. Prepare and submit responses to agency review comments
- d. TCEQ
 - i. Prepare and submit Notice of Intent for Stormwater General Permit for Construction Activities (TXR150000).
 - ii. Prepare Stormwater Pollution Prevention Plan (SWPPP) for construction activities
- e. TGLO
 - i. Coordinate with the Texas General Land Office regarding whether a State Coastal Boundary Survey (CBS) and/or Coastal Land Use Lease is required for this project. Since the proposed pump station footprint is not on State-owned land and adjacent to a man-made ship slip, it is assumed that a CBS and lease will not be required for this project. However, should the existing slip be filled and/or bulkhead system be replaced under this project, a CBS and lease will likely be required depending on the extent of these activities.



- f. TxDOT
 - i. Obtain any available as-built information for impacted areas
 - ii. Conduct a coordination meeting to discuss scope and impacts to TxDOT ROW, review proposed traffic control plan, sequence and schedule of work
 - iii. Prepare and submit required documentation and acquire permits for approval to work within TxDOT ROW. Based on coordination with TxDOT, no permit fee will be required.
- g. Port of Galveston
 - i. Conduct kick-off meeting with the Port and the City to acquire all available information on existing facilities near and within the project area
 - 1. Review the status of all ongoing or future projects planned that could impact the project
 - 2. Review of all pertinent operations and security requirements that could be impacted by the proposed drainage improvements.
 - a. Determine if there are scenarios where the ground surface above the pump station could see loads in excess of allowable highway loading
 - 3. It is assumed that our primary subconsultants Zarinkelk and Hightide will be represented at the meeting in addition to TBS and the City.
 - 4. *Note – this meeting is assumed to be a standalone meeting with the Port focused specifically on how the project will impact the Port. Beyond this meeting it is assumed that the Port will be represented at regularly scheduled progress and milestone meetings with the design team and the City.
 - ii. Submit relevant Preliminary Design Plans, estimated construction schedule, and sequencing for review and comment
 - 1. Coordinate and assist with development of temporary traffic control and control of access plan during construction.
- h. Additional Stakeholder Coordination
 - i. Additional coordination may be required with the following entities
 - 1. Galveston Park Board
 - 2. Galveston County
 - 3. UTMB
 - 4. Texas Historical Commission
 - a. The scope of work is limited to coordination with the City's Historic Preservation Officer. Hiring an archeologist to study or monitor the project area is not included in the scope.
 - ii. Also included in the scope is time to determine any requirements of the stakeholder associated with the project. It is not anticipated that more than one meeting will be required with each entity.

6) Hydrologic and Hydraulic (H&H) Study



The H&H Study will be used to analyze the existing 14th Street System as identified in the 2003 & 2007 Master Plans and make recommendations for proposed improvements including gravity system improvements (inlets, pipes, and junctions) and a pump station located near the 15th Street outfall. The H&H study and 2003 & 2007 Master Plan update for the 14th Street System shall utilize field survey data collected for the project. The proposed improvements will also include the use of check valves or gates to isolate the 14th, 15th, and 16th Street outfalls from water levels in the Ship Channel.

The H&H model developed for this project will have the ability to seamlessly integrate one-dimensional flow in the pipe network with two-dimensional surface flow. The model domain developed for this project would involve extending the existing model for the 18th Street System developed by Zarinkelk, which currently covers 24th Street to 16th Street, to the east to cover the remainder of the 14th Street System and the 11th Street System as shown in Figure 5. Given that there are components of the 2003 & 2007 Master Plans that recommend improvements to the 14th Street System that extend into the 11th Street System it is recommended that the model domain cover this entire area. Additionally, by expanding the domain of the model it will improve the accuracy of the results within the project boundary. Improvements and benefits will only be evaluated within the project boundary.

The H&H Study will be an appendix to the Environmental Assessment that is required for the project. The existing conditions model will cover the No Action Alternative, which is a requirement of the Alternatives Analysis in the EA. Two proposed conditions alternatives will also be analyzed and would be anticipated to include the proposed gravity system improvements with and without a pump station.

- a. Prepare H&H Report including the following sections:
 - i. Introduction/Purpose
 - ii. Data Collection
 - iii. Rainfall Evaluation
 1. Design storm events included: 1, 2, 5, 10, 25, 50, 100, and 500-year
 - iv. Model Development
 1. Hydrology
 2. Hydraulics
 3. Boundary Conditions
 4. Model Calibration/Validation
 - v. Existing Conditions Model Results
 1. Model will be used for No Action Alternative in EA
 - vi. Proposed Conditions Model Results. Model will demonstrate:
 1. Proposed conditions without pump station
 2. Proposed conditions with pump station
 - vii. Appendices
 1. Data Collection Notes
 2. Model Inputs/Outputs
 3. Water Surface Profiles



- 4. Inundation Maps
 - a. Maps will only be developed for the 25 and 100-year storms (existing and proposed conditions scenarios)
 - b. Internal QA/QC Review by FTN
 - i. At completion of Existing Conditions Model
 - ii. At completion of Proposed Conditions Model
 - iii. At completion of H&H Report
 - c. Coordination with Grant Administrator
 - i. Provide the required information from the H&H Study to run the benefit-cost analysis for the project.
 - d. Deliverables
 - i. H&H Report (as defined above)
 - ii. Updates to 2003/2007 Master Plans
 - 1. Updates will include Plan View exhibits similar to those presented in the 2003/2007 Master Plans cover the project area and proposed improvements
 - iii. 2-D animations of the 25-year and 100-year storm events for existing and proposed conditions
 - 1. The animation will be set up to run existing and proposed conditions concurrently (side by side).
 - iv. Ponding results in shapefile format to be used in BCA
 - v. Cross-Sections of the inundation level at up to 3 locations that show the ponding level in the relative to existing structures.
 - 1. An animation will also be prepared for these cross-sections.
- 7) Basic Design Services
 - a. Design Criteria Development
 - i. Document all known design requirements for the project including but not limited to:
 - 1. General Geometry, Design Life, and Operating Conditions
 - 2. Design Codes and Computer Software
 - 3. Geotechnical Data
 - 4. Design Loads
 - 5. Materials
 - 6. Structural Requirements
 - 7. Mechanical and Electrical Requirements
 - 8. Load Cases
 - b. 30% Design – Gravity Drainage Improvements

This scope will include 30% design level for all work associated with the proposed gravity system improvements including but not limited to the following:



- i. Removal and replacement of existing storm sewer lines, inlets, manholes or junctions
 - ii. Identification of storm sewer lines that need cleaning
 - iii. Pavement removal and replacement
 - 1. Full depth replacement above installation of new storm sewer lines
 - 2. Rehabilitation (mill and overlay) of existing pavement within the right-of-way
 - 3. Shall include the pedestrian ramps to be installed where required by code
 - iv. Temporary Traffic Control and Construction Phasing
 - v. Erosion Control and SWPPP
 - vi. Relocation or replacement of existing utilities including water and sewer lines
 - 1. it is assumed that the only lines that will be eligible for full replacement would be those that run parallel to the proposed gravity system improvements along 15th Street and would potentially require full relocation to accommodate proposed gravity system improvements along 15th Street. Perpendicular crossings of the gravity system improvements will only replace or relocate enough of the utility needed to mitigate the conflict.
 - vii. 30% Design Plans
 - 1. Cover Sheet
 - 2. Sheet Index (includes all future required drawings)
 - 3. Overall Plan View
 - 4. Preliminary Plan View drawings following alignment for all proposed storm sewer improvements at a scale not to exceed 1" = 40', which shall include the following
 - a. Existing Topography
 - b. Apparent ROW
 - c. Existing Utilities
 - d. Proposed Storm Sewer Improvements
 - 5. Utility Conflict Resolution Summary
 - 6. Preliminary Traffic Control Plan
 - viii. 30% Cost Estimate
 - 1. Shall include Engineer's opinion of probable construction cost
 - ix. Internal QA/QC Review by TBS
- c. Pump Station Conceptual Design
- This task will include the preparation of conceptual plans or exhibits that will be used to develop an initial cost estimate for the proposed pump station that can be included in initial iterations of the BCA after the H&H analysis has been completed. For the purposes of the conceptual design, the assumption will be made that the station will be installed approximately at the location shown in the RFQ, inline with the existing 15th Street outfall.



- i. Pump Station Conceptual Design
 - 1. Civil Design
 - a. Pump Station site plan and geometry
 - b. Location and approximate size of required junction boxes and gate locations
 - 2. Structural Design
 - a. Preliminary Foundation Plan
 - b. Section Views (assumes two)
 - c. Building Floor Plans (assumes two)
 - 3. Mechanical/Electrical/Plumbing and Instrumentation
 - a. Preliminary pump selection analysis based on H&H and TDH calculations
 - b. Scope narrative of design will include preliminary sizes, capacity and loads.
 - c. Preparation of major equipment list required, and estimated sizes will be based on preliminary pump selection analysis.
 - d. General preliminary layout will be developed for key equipment and piping.
 - 4. Architectural
 - a. Up to three conceptual level renderings with limited detail will be developed for the City to evaluate and consider which style they would like to advance during subsequent design phases.
 - 5. Conceptual Level Cost Estimate
 - ii. Independent QA/QC Review by Zarinkelk
- d. Benefit Cost Ratio Optimization
 - i. Based on the results of the initial BCA the design team will run through two additional proposed conditions scenarios in order to provide additional data points for the BCA. Design drawings will not be prepared for each additional scenario, but a written summary of the changes will be provided and quantified in a revised cost estimate.
- e. Deliverables
 - i. Design Criteria
 - ii. 30% Design Plans – Gravity System Improvements
 - iii. 30% Cost Estimates – Gravity System Improvements
 - iv. Specification Outline – Gravity System Improvements
 - v. Concept Plans – Pump Station
 - vi. Conceptual Level Cost Estimate – Pump Station
 - vii. Revised cost estimates (gravity and pump station) for additional BCR scenarios.
 - viii. Design Report

**Phase B**

The objective of Phase B is to complete the detailed design and construction documents for the proposed drainage improvements after confirmation that project can demonstrate a benefit-cost ratio greater than 1.0. The successful completion of this task will complete the scope of work for Phase 1 (Design) of the HMGP grant and will allow the project to secure funding for Phase 2 (Construction).

8) Project Management**a. Meetings****i. In-Person Meetings (monthly)**

1. It is assumed that TBS and Zarinkelk will be attending all regularly scheduled in-person meetings with the City. Other subconsultants will attend on an as-needed basis.

ii. Plan-in-Hand Meeting following the completion of 60% Design Submittal**iii. COG and Design Team Conference Calls (weekly or bi-weekly)****iv. Design Team Meetings (monthly, at design milestones, or when otherwise warranted)****v. Design Team Conference calls****vi. Attendance/Presentations for City Council Meetings****b. Scheduling and Reporting****i. Smartsheet Updates****ii. Grant Application Compliance Reporting****c. Deliverables****i. Meeting Minutes****ii. Schedule Updates****iii. Progress Reports for Grant Compliance****9) Regulatory Compliance, Permitting, and Stakeholder Coordination****a. Additional agency and stakeholder coordination continued from Phase A****b. Phase II Environmental Site Assessment****i. Phase II ESA will be conducted in general accordance with Phase II ESA Process ASTM E 1903-11****1. Field Investigation / Sampling / Lab testing****ii. Report****c. Deliverables****i. Phase II ESA Report****10) Geotechnical Analysis****a. Final Design Information for Proposed Pump Station**

- i. The geotechnical services required in Phase B geotechnical services will be limited to detailed geotechnical analyses of the final pump station configuration. This will include slope stability analyses of during construction and after construction cases with respect to the existing slip. A preliminary



assessment for a cofferdam will be provided that includes a braced excavation and recommendations for dewatering/pressure relief. These analyses would be performed such that the structural engineer can provide a preliminary design for cost estimating purposes. The final design of temporary excavation support systems will be the responsibility of the construction contractor.

b. Deliverables

- i. Supplement to Final Geotechnical Engineering Report from Phase B to include all finalized analysis.

11) Basic Design Services

a. Gravity Drainage Improvements

This scope shall include 60% through 100% design for all work associated with the features of the proposed gravity system improvements as defined in the 30% Design in Phase A above.

b. Pump Station Design

i. Pump Station Design Features:

The proposed pump station will be designed to incorporate the following design features as established by the City:

1. Below ground stormwater pump station.
2. Gravity outfall bypass from proposed gravity storm sewer to influent sedimentation tank.
3. Isolation valve for isolating gravity drainage system from tidally influence water levels in the Bay.
4. Diversion valve for diverting stormwater from upstream drainage area to the influent sedimentation tank.
5. New power source the pump station to be designed accordance with the electrical provider.
6. Elevated pad for diesel powered generator, control panel, and diesel tank for 5-day minimum operation of the generator, elevated above the Base Flood Elevation.
 - a. Generator must be enclosed, have a debris impact housing, and shall be wind/storm certified. Reference requirements in FEMA 543 and 577 Design Guides.
7. Pump Station Outfall Protection
 - a. Protection pilings, NAVAIDs, warning signs.
8. Outfall Scour Protection
9. Equipment Room
10. Operations/Control Room

ii. Pump Station Design Tasks

1. Computational Fluid Dynamics Modeling



A CFD model of the sedimentation tank, baffles or underflow/overflow weir, pump intake, is proposed using FLOW3D/ANSYS software to aid in the design of the following components/considerations:

- a. Influent sediment tank size (length, width, height) that can adequately handle design flows.
- b. Influent sediment tank baffle size, location and baffle openings. Baffles will likely be needed to enhance sedimentation.
- c. Operating depth (to reduce air cavitation effects in the pump) for an efficient flow of water and adequate sediment removal before flow reaches the pump.
- d. Distance between baffles and pump bay (the geometry of which usually is a function of the pump capacity and installation elements are pre-determined by pump vendor) must be long enough so that eddies are dissipated, and entrained air can escape.

2. Civil Design

- a. Shall include the design of all civil features around the pump station site including demolition, paving, utilities, grading and drainage around the pump station structure, construction phasing plan, scour protection, and erosion control. Some components of the 15th Street gravity drainage improvements will be incorporated.
- b. Civil Drawings
 - i. Geometric Plan
 - ii. Paving Plan and Details
 - iii. Utility Plan and Details
 - iv. Grading/Drainage Plan
 - v. Erosion Control Plan
 - vi. Construction Phasing Plan
 - vii. Outfall protection Plan and Details
 - viii. Miscellaneous Civil Details

3. Structural Design

- a. Includes the design of the foundation to support the pump station sump, the design of the sump which is assumed to be constructed of cast-in-place reinforced concrete, and the above ground portions of the operations/control room and generator pad. Structural design will also include the design of large junction boxes that may be required at the diversion or isolation valves and the foundation and structural design of the sedimentation tank. A component of the design will also include the replacement of a portion of the bulkhead along the existing slip. All structures will be designed in accordance with



the design loads and load cases stated in the design criteria document provided in Phase A of the scope of work.

- b. Structural Drawings
 - i. Foundation Plans and Details
 - ii. Floor Plans & Details
 - iii. Roof Plans & Details
 - iv. Wall Sections & Details
 - v. Sedimentation Tank Design
 - vi. Bulkhead Plan, Sections, and Details
 - vii. Miscellaneous structural details

4. Mechanical Design

- a. Includes the design of the mechanical systems associated with the submersible pumps, emergency backup generator and fuel system required to meet the minimum operating conditions.

The design scope includes the following:

- i. Confirm final flow requirements for the station
- ii. Perform final hydraulic calculations, size and select pump
- iii. Finalize piping design
- iv. Finalize equipment layout and coordinate with civil, structural, electrical, and architectural
- v. Perform final heat load calculations for operator control room
- vi. Select and design HVAC system and equipment selection
- vii. Develop mechanical specifications

5. Electrical Design

- a. Determination of required electrical equipment based on operating requirements for the pump station which will include:
 - i. Definitive sizing – power distribution system & conductors, electric motor controls, transformers, motor control center, generator, and transfer switch.
 - ii. Prepare electric drawing set.
 - iii. Complete Electric Division specifications including generator.
 - iv. Complete Electric design basis for project manual.
- b. Coordinate with power supplier to determine and size required service
- c. Electrical Drawings
 - i. Electrical One-line Diagrams
 - ii. Electrical Power Plan
 - iii. Electrical Conduit and Cable Routing Plan
 - iv. Electrical MCC Elevations



- v. Electrical Duct Plans and Details
 - vi. Electrical Power Panel Schedules
 - vii. Electrical Installation Details
- 6. Instrumentation/Control System
 - a. Determination of required instrumentation and control system for the proposed pump station and will include:
 - i. Complete I/CS portion of P&ID
 - ii. Complete Instrument Index
 - iii. Prepare instrument specification sheets
 - iv. Complete Control System Functional Description
 - v. Finalize SCADA/telemetry requirements, prepare Communications Block Diagram
 - vi. Complete Instrumentation/Control System design basis for project manual
 - b. Instrumentation/Control System Drawings
 - i. Process & Instrumentation Diagram
 - ii. Instrument Specification Sheets
 - iii. Instrumentation Location Plan
 - iv. Instrumentation Conduit and Cable Routing Plan
 - v. Control System Functional Description
 - vi. Communications Block Diagram
- 7. Plumbing
 - a. Determination of required instrumentation and control system for the proposed pump station and will include:
 - i. Select final location of domestic water and sewer system tie in points.
 - ii. Finalize plumbing design.
 - iii. Coordinate with civil, electrical, and architectural.
 - iv. Develop plumbing specifications (appx. 12 section).
 - c. Plumbing Drawings
 - i. Plumbing Site Plan Drawing
 - ii. Plumbing Underground Drawing
 - iii. Plumbing Plan Drawing
 - iv. Plumbing Riser Diagrams
 - v. Plumbing Details
 - vi. Plumbing Schedule
- 8. Architectural Design
 - a. Design Development and Code Analysis

Expand on the Schematic Design Documents approved by the City, more specifics are applied to the Project in a linear fashion. This includes the refinement of plans, elevations, coordination with other disciplines to ensure that all trades needs are met, and creation of a draft specification for the City's review and



approval. Further development of the 3D modeling will also provide a basis for more realistic imagery of the facility in this phase of work. At the same time, Design Development provides the appropriate time to research and respond to Code requirements and have discussions with regulatory agencies with jurisdiction. Background drawings will be provided to team members in their desired format. The Scope of Work will also include design considerations for noise mitigation through building design and/or material selection.

- b. Construction Documentation and Architectural Specifications: Based on the approved Design Development documents by the Owner, the Architects will provide detailed, dimensioned and annotated Construction drawings and specifications to appropriate scale and desired format. These documents provide the basis for Project bidding, permitting, and construction.

- c. Deliverables

- i. 30% Design – Pump Station
 - a. 30% Plans
 - i. Sufficient detail to layout the station and provide representative sections necessary to present a clear understanding of the overall scope of work for the project.
 - b. 30% Cost Estimate
 - c. Specification Outline
- ii. 60% Design Submittal – Gravity System Improvements
 - a. 60% Plans
 - i. Includes all required plan sheets minus details.
 - b. 60% Cost Estimate
 - c. Draft of Technical Specifications
 - d. Design Report
 - e. 30% Comment Responses
- iii. 60% Design Submittal – Pump Station
 - a. 60% Plans
 - i. Includes all drawings minus rebar and connection details.
 - b. 60% Cost Estimate
 - c. Draft of technical specifications
 - d. Design Report
 - e. 30% Comment Responses
- iv. 95% Design Submittal – Gravity System and Pump Station Improvements
 - a. 95% Plans
 - i. Includes all required drawings including detail sheets.
 - b. 95% Cost Estimate
 - c. Completed Technical Specifications



- d. Project Manual
 - e. Bid Form
 - f. Design Report
 - g. 60% Comment Responses
- v. 100% Design Submittal – Gravity System and Pump Station Improvements
 - a. 100% Plans
 - b. 100% Cost Estimate
 - c. Completed Technical Specifications
 - d. Project Manual
 - e. Bid Form
 - f. Design Report
 - g. 95% Comment Responses

Note: All water and sanitary sewer relocations or replacements will be included in the Gravity Drainage System submittals.

Other potential additional services (not included)

- Additional Iterations of BCA at the end of Phase A, prior to advancement of Phase B.

Attachments

Figure 1 – Overall Drainage Area Map

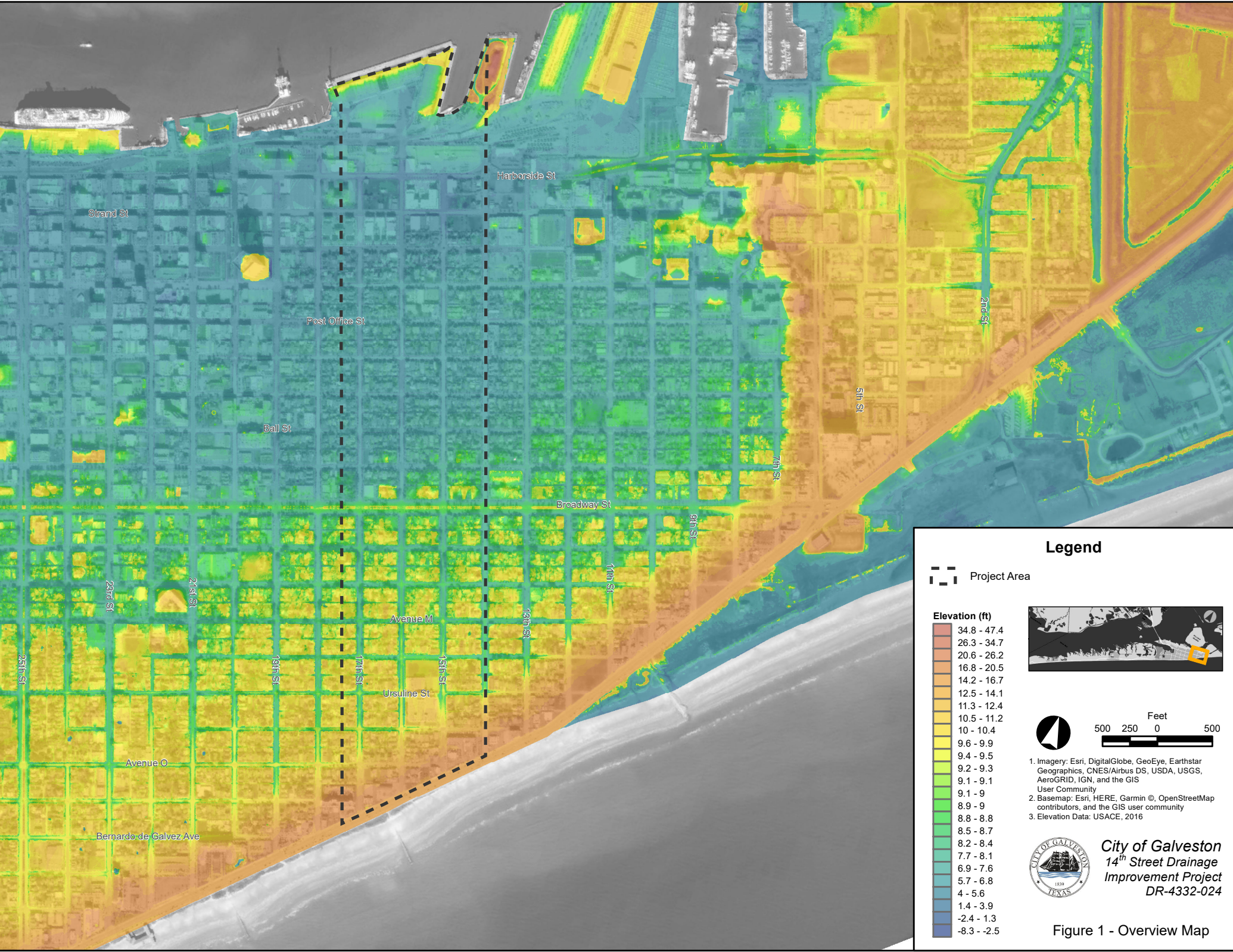
Figure 2 – Approximate Limits of Surveying Scope

Figure 3 – Utility Investigation

Figure 4 – Geotechnical Investigation

Figure 5 – H&H Modeling Domain

Preliminary Schedule for completion of Phase 1 services included in HMGP award (Phase A and B)

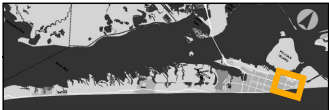


Legend

 Project Area

Elevation (ft)

34.8 - 47.4
26.3 - 34.7
20.6 - 26.2
16.8 - 20.5
14.2 - 16.7
12.5 - 14.1
11.3 - 12.4
10.5 - 11.2
10 - 10.4
9.6 - 9.9
9.4 - 9.5
9.2 - 9.3
9.1 - 9.1
9.1 - 9
8.9 - 9
8.8 - 8.8
8.5 - 8.7
8.2 - 8.4
7.7 - 8.1
6.9 - 7.6
5.7 - 6.8
4 - 5.6
1.4 - 3.9
-2.4 - 1.3
-8.3 - -2.5



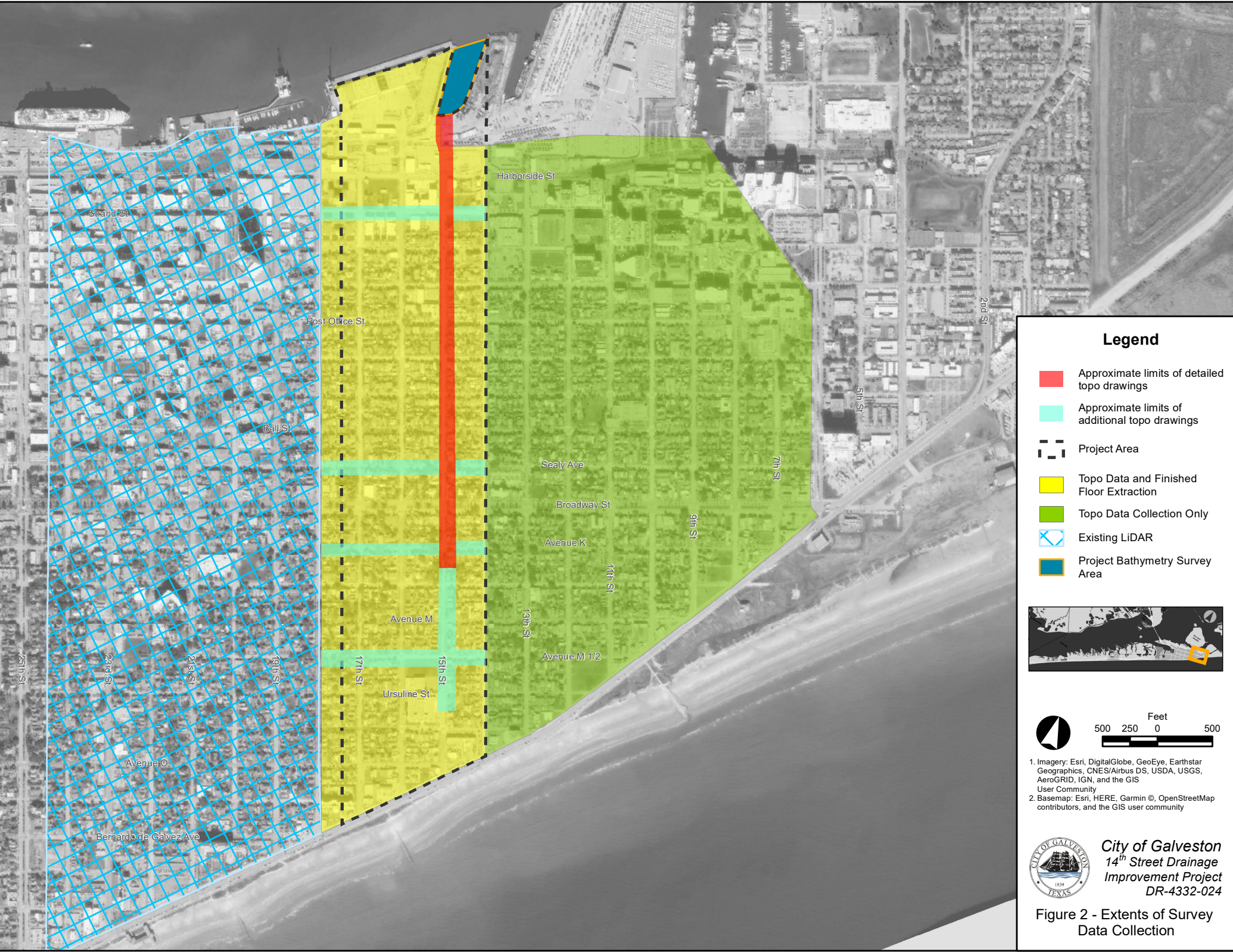
Feet
500 250 0 500

1. Imagery: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community
2. Basemap: Esri, HERE, Garmin ©, OpenStreetMap contributors, and the GIS user community
3. Elevation Data: USACE, 2016



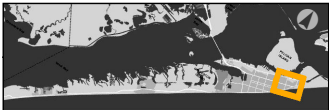
City of Galveston
14th Street Drainage
Improvement Project
DR-4332-024

Figure 1 - Overview Map



Legend

-  Approximate limits of detailed topo drawings
-  Approximate limits of additional topo drawings
-  Project Area
-  Topo Data and Finished Floor Extraction
-  Topo Data Collection Only
-  Existing LiDAR
-  Project Bathymetry Survey Area

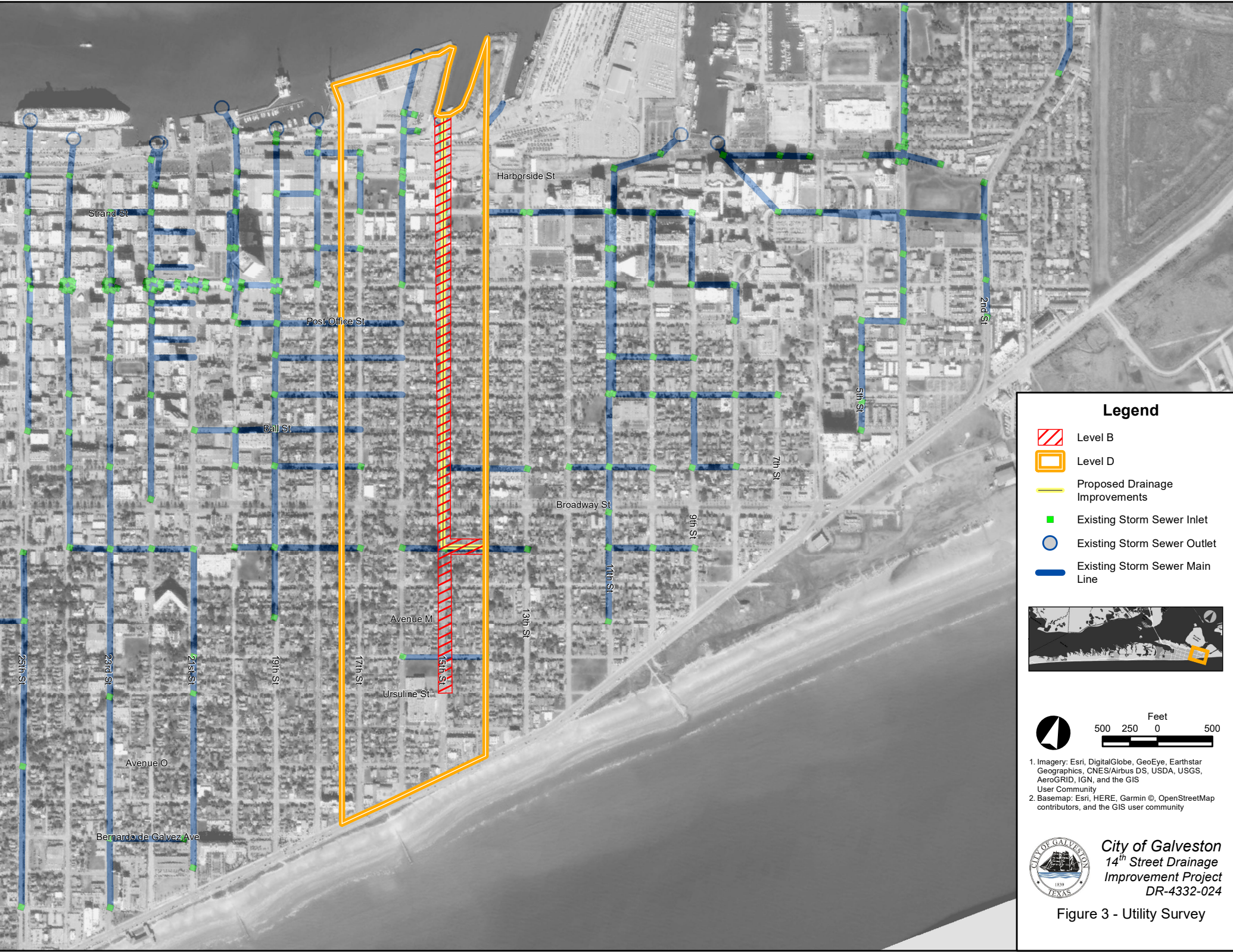


1. Imagery: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community
2. Basemap: Esri, HERE, Garmin ©, OpenStreetMap contributors, and the GIS user community



City of Galveston
14th Street Drainage
Improvement Project
DR-4332-024

Figure 2 - Extents of Survey Data Collection



Legend

-  Level B
-  Level D
-  Proposed Drainage Improvements
-  Existing Storm Sewer Inlet
-  Existing Storm Sewer Outlet
-  Existing Storm Sewer Main Line



Feet
500 250 0 500

1. Imagery: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community
2. Basemap: Esri, HERE, Garmin ©, OpenStreetMap contributors, and the GIS user community



City of Galveston
14th Street Drainage
Improvement Project
DR-4332-024

Figure 3 - Utility Survey



Legend

- Project Area
- Proposed Boring Location
- Pavement Core Location
- Additional Boring Location
- Proposed Drainage Improvements
- Existing Storm Sewer Inlet
- Existing Storm Sewer Outlet
- Existing Storm Sewer Main Line





Feet
500 250 0 500

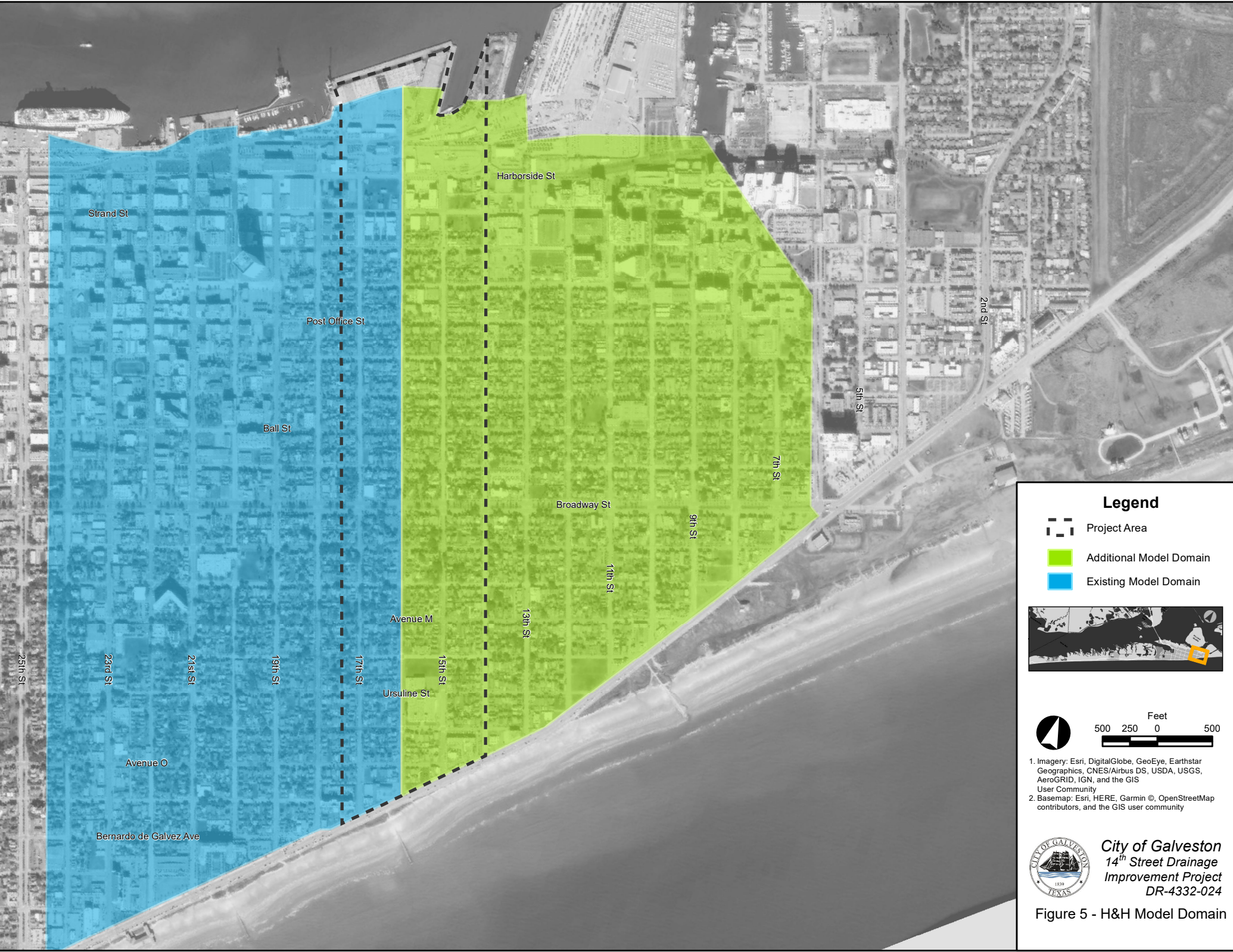
1. Imagery: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

2. Basemap: Esri, HERE, Garmin ©, OpenStreetMap contributors, and the GIS user community



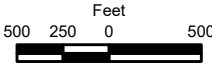
City of Galveston
14th Street Drainage Improvement Project
DR-4332-024

Figure 4 - Geotechnical Boring Locations



Legend

-  Project Area
-  Additional Model Domain
-  Existing Model Domain



1. Imagery: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community
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City of Galveston
14th Street Drainage
Improvement Project
DR-4332-024

Figure 5 - H&H Model Domain

City of Galveston - 14th Street Drainage Improvement Project - DR-4332-024

Preliminary Schedule for Phase 1 Scope of Services

ID	Task Name	Duration	Start	Finish	Qtr 4, 2019			Qtr 1, 2020			Qtr 2, 2020			Qtr 3, 2020			Qtr 4, 2020			Qtr 1, 2021			Qtr 2, 2021		
					Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr		
1	14th Street Drainage Improvements Project	496 edays	Mon 11/18/19	Sun 3/28/21																					
2	PHASE A	360 edays	Mon 11/18/19	Thu 11/12/20																					
3																									
4	Project Management	213 edays	Tue 11/19/19	Fri 6/19/20																					
5	Project Kick-off Meeting	1 eday	Tue 11/19/19	Wed 11/20/19																					
6	Monthly Design Team Meeting	1 eday	Thu 12/19/19	Fri 12/20/19																					
7	Monthly Design Team Meeting	1 eday	Mon 1/20/20	Tue 1/21/20																					
8	Monthly Design Team Meeting	1 eday	Thu 2/20/20	Fri 2/21/20																					
9	Monthly Design Team Meeting	1 eday	Wed 3/18/20	Thu 3/19/20																					
10	Monthly Design Team Meeting	1 eday	Thu 4/16/20	Fri 4/17/20																					
11	Monthly Design Team Meeting	1 eday	Thu 5/21/20	Fri 5/22/20																					
12	Monthly Design Team Meeting	1 eday	Thu 6/18/20	Fri 6/19/20																					
13																									
14	Surveying and Mapping	133 edays	Mon 11/18/19	Mon 3/30/20																					
15	ROW Mapping	45 edays	Mon 11/18/19	Thu 1/2/20																					
16	Topographic Survey	60 edays	Mon 11/18/19	Fri 1/17/20																					
17	Bathymetric & Magnetometer Survey	45 edays	Sun 12/1/19	Wed 1/15/20																					
18	Subsurface Utility Investigation	120 edays	Sun 12/1/19	Mon 3/30/20																					
19																									
20	Utility Coordination and Conflict Resolution	120 edays	Mon 1/20/20	Tue 5/19/20																					
21																									
22	Geotechnical Investigation	135 edays	Sun 12/1/19	Tue 4/14/20																					
23	Field Exploration and Lab Testing	75 edays	Sun 12/1/19	Fri 2/14/20																					
24	Analysis for Gravity Drainage Improvements and Preliminary Pump Station Design	60 edays	Fri 2/14/20	Tue 4/14/20																					
25																									
26	Regulatory Compliance, Permitting, and Stakeholder Coordination	224 edays	Mon 11/18/19	Mon 6/29/20																					
27	Environmental Assessment	180 edays	Mon 11/18/19	Sat 5/16/20																					
28	Phase 1 Environmental Site Assessment	30 edays	Mon 11/18/19	Wed 12/18/19																					
29	USACE Permit and other agency approvals and coordination	134 edays	Sun 2/16/20	Mon 6/29/20																					
30																									
31	Hydrologic and Hydraulic Study	150 edays	Mon 11/18/19	Thu 4/16/20																					

Project: DR-4432-024
Date: Thu 10/31/19

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

City of Galveston - 14th Street Drainage Improvement Project - DR-4332-024

Preliminary Schedule for Phase 1 Scope of Services

ID	Task Name	Duration	Start	Finish	Qtr 4, 2019			Qtr 1, 2020			Qtr 2, 2020			Qtr 3, 2020			Qtr 4, 2020			Qtr 1, 2021			Qtr 2, 2021	
					Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
32																								
33	Basic Design Services	160 days	Mon 11/18/19	Mon 6/29/20																				
34	Design Criteria Development	60 edays	Mon 11/18/19	Fri 1/17/20																				
35	30% Design - Gravity Drainage Improvements	90 edays	Thu 2/13/20	Wed 5/13/20																				
36	Pump Station Conceptual Design	90 edays	Tue 3/17/20	Mon 6/15/20																				
37	Benefit Cost Ratio Alternatives	14 edays	Mon 6/15/20	Mon 6/29/20																				
38																								
39	PHASE B	270 edays	Wed 7/1/20	Sun 3/28/21																				
40																								
41	Project Management	176 days	Thu 7/16/20	Fri 3/19/21																				
42	Monthly Design Team Meeting	1 eday	Thu 7/16/20	Fri 7/17/20																				
43	Monthly Design Team Meeting	1 eday	Thu 8/20/20	Fri 8/21/20																				
44	Monthly Design Team Meeting	1 eday	Thu 9/17/20	Fri 9/18/20																				
45	Monthly Design Team Meeting	1 eday	Thu 10/15/20	Fri 10/16/20																				
46	Monthly Design Team Meeting	1 eday	Thu 11/19/20	Fri 11/20/20																				
47	Monthly Design Team Meeting	1 eday	Thu 12/17/20	Fri 12/18/20																				
48	Monthly Design Team Meeting	1 eday	Thu 1/21/21	Fri 1/22/21																				
49	Monthly Design Team Meeting	1 eday	Thu 2/18/21	Fri 2/19/21																				
50	Monthly Design Team Meeting	1 eday	Thu 3/18/21	Fri 3/19/21																				
51	Plan-in-Hand Meeting following the completion of 60% Design	1 eday	Thu 12/3/20	Fri 12/4/20																				
52																								
53	Regulatory Compliance, Permitting, and Stakeholder Coordination	180 edays	Wed 7/1/20	Mon 12/28/20																				
54	USACE Permit and other agency approvals and coordination (continued from Phase A)	180 edays	Wed 7/1/20	Mon 12/28/20																				
55	Phase 2 Environmental Site Assessment	60 edays	Thu 7/16/20	Mon 9/14/20																				
56																								
57	Geotechnical Analysis	90 edays	Thu 7/16/20	Wed 10/14/20																				
58	Final Design Analysis for Proposed Pump Station	90 edays	Thu 7/16/20	Wed 10/14/20																				
59																								
60	Basic Design Services	255 edays	Thu 7/16/20	Sun 3/28/21																				
61	30% Design - Pump Station	45 edays	Thu 7/16/20	Sun 8/30/20																				

Project: DR-4432-024
Date: Thu 10/31/19

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

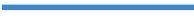
Manual Progress

City of Galveston - 14th Street Drainage Improvement Project - DR-4332-024

Preliminary Schedule for Phase 1 Scope of Services

ID	Task Name	Duration	Start	Finish	Qtr 4, 2019			Qtr 1, 2020			Qtr 2, 2020			Qtr 3, 2020			Qtr 4, 2020			Qtr 1, 2021			Qtr 2, 2021
					Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	
62	60% through 100% Design - Gravity Drainage Improvements	150 edays	Thu 7/16/20	Sun 12/13/20																			
63	60% through 100% Design - Pump Station	210 edays	Sun 8/30/20	Sun 3/28/21																			

Project: DR-4432-024
Date: Thu 10/31/19

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

Project: **14th Street Drainage Improvement Project - DR-4332-024**
 Client: **City of Galveston**
 Description: **Phase I Budget**
 Date: **11/1/2019**



Phase A

Scope Item	Description	Amount
1.	Project Management	\$57,250
1.a.	Meetings and Coordination	\$52,750
1.b.	Scheduling and Reporting	\$4,500
2.	Surveying and Mapping	\$360,650
2.a.	ROW Mapping	\$19,800
2.b.i.	Topographic Surveying (LiDAR data collection 18th to 6th, FFE extraction for 14th to 18th and detailed topo drawing prep along 15th Street from Slip to Ave K ½)	\$90,200
2.b.ii.	Topographic Surveying (additional data collection and drawing prep for 15th Street from Ave K ½ to Ave O, and Ave M ½, Ave K, and Sealy, and Strand between 14th and 18th)	\$19,800
2.c.ii.	Subsurface Utility Investigation - Level D	\$14,800
2.c.iii.	Subsurface Utility Investigation - Level C (15th Street from Slip to Ursuline St.)	\$18,150
2.c.iv.	Subsurface Utility Investigation - Level B (15th Street from Slip to Ursuline St.)	\$83,000
2.c.v.	Subsurface Utility Investigation - Level A (up to 38 test holes)*	\$95,000
2.c.v.3	Subsurface Utility Investigation -Temporary Traffic Control (6 days at \$1850/day)	\$11,100
2.d. & 2.e.	Bathymetric Survey and Magnetometer Survey	\$8,800
3.	Utility Coordination and Conflict Resolution	\$34,650
3.a.	Utility Disposition Table	\$4,950
3.b.	Coordination with Utility Owners	\$29,700
4.	Geotechnical Investigation	\$102,135
4.a.i.1.	Field Investigation (B-1 - B-3 and PC-1 - PC-3)	\$7,920
4.a.i.2.	Field Investigation (SB-1 & shallow samples)	\$24,750
4.a.i.3.	Field Investigation (SB-2 & SB-3)	\$8,800
4.a.ii.	Field Investigation (Standpipe and Piezometer)	\$5,500
4.b.i.1.	Laboratory Testing (B-1 - B-3 and PC-1 - PC-3)	\$2,750
4.b.i.2.	Laboratory Testing (SB-1 & shallow samples)	\$3,300
4.b.i.3.	Laboratory Testing (SB-2 & SB-3)	\$2,750
4.c.ii.	Analysis (B-1 - B-3 and PC-1 - PC-3)	\$9,515
4.c.iii.1.	Analysis (SB-1 & shallow samples)	\$28,050
4.c.iii.2.	Analysis (SB-2 & SB-3)	\$8,800
5.	Regulatory Compliance, Permitting, and Stakeholder Coordination	\$108,200
5.a.	5a. Environmental Assessment	\$58,500
5.b.	5b. Phase I ESA	\$7,500
5.c.	5c. USACE Permit	\$7,500
5.d.	5d. TCEQ	\$4,000
5.e.	5e. TGLO	\$3,500
5.f.	5f. TxDOT	\$10,450
5.g.	5g. Port of Galveston	\$8,500
5.h.	5h. Additional Stakeholders (Galveston Park Board, Galveston County, UTMB, THC)	\$8,250
6.	H&H Study	\$251,859

7.	Basic Design Services - Phase A	\$230,868
7.a.	Design Criteria Development	\$13,500
7.b.	30% Design - Gravity System Improvements	\$90,768
7.c.	Pump Station Conceptual Design	
7.c.i.1.	- Civil	\$14,000
7.c.i.2.	- Structural	\$35,000
7.c.i.3.	- Mechanical/Electrical/Plumbing and Instrumentation	\$40,700
7.c.i.4.	- Architectural	\$20,900
7.d.	Benefit Cost Ratio Optimization	\$16,000

Phase A - Subtotal		\$1,145,612
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Phase B

Scope Item	Description	Amount
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8.	Project Management	\$73,607
8.a.	Meetings and Coordination	\$67,821
8.b.	Scheduling and Reporting	\$5,786

9.	Regulatory Compliance, Permitting, and Stakeholder Coordination	\$24,500
9.a.	9a. Additional Agency and Stakeholder Coordination	\$12,000
9.b.	9b. Phase II ESA (assumes sampling at 2 sites)	\$12,500

10.	Geotechnical Analysis	\$16,500
10.a.	10a. Final Design for Proposed Pump Station	\$16,500

	Basic Design Services - Phase B	
11.b. (30)	30% Design - Pump Station Improvements	\$163,000
11.b.ii.1 (30)	- CFD Modeling of Intake and sedimentation tank	\$71,500
11.b.ii.2 (30)	- Civil	\$14,000
11.b.ii.3 (30)	- Structural	\$50,000
11.b.ii.4-7 (30)	- Mechanical/Electrical/Plumbing and Instrumentation	\$20,350
11.b.ii.8 (30)	- Architectural	\$7,150

11.a. (60)	60% Design - Gravity System Improvements	\$90,768
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11.b. (60)	60% Design - Pump Station Improvements	\$281,051
11.b.ii.1 (60)	- CFD Modeling of Intake and sedimentation tank	\$16,500
11.b.ii.2 (60)	- Civil	\$28,000
11.b.ii.3 (60)	- Structural	\$150,000
11.b.ii.4-7 (60)	- Mechanical/Electrical/Plumbing and Instrumentation	\$61,050
11.b.ii.8 (60)	- Architectural	\$25,501

11.a. (95)	95% Design - Gravity System Improvements	\$105,896
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11.b. (95)	95% Design - Pump Station Improvements	\$312,450
11.b.ii.1 (95)	- CFD Modeling of Intake and sedimentation tank	\$5,500
11.b.ii.2 (95)	- Civil	\$28,000
11.b.ii.3 (95)	- Structural	\$175,000
11.b.ii.4-7 (95)	- Mechanical/Electrical/Plumbing and Instrumentation	\$71,225
11.b.ii.8 (95)	- Architectural	\$32,725

11.a. (100)	100% Design - Gravity System Improvements	\$15,127
11.b. (100)	100% Design - Pump Station Improvements	\$44,350
11.b.ii.2 (100)	- Civil	\$4,500
11.b.ii.3 (100)	- Structural	\$25,000
11.b.ii.4-7 (100)	- Mechanical/Electrical/Plumbing and Instrumentation	\$10,175
11.b.ii.8 (100)	- Architectural	\$4,675

Phase B - Subtotal \$1,127,249

	Summary
Phase A - Subtotal	\$1,145,612
Phase B - Subtotal	\$1,127,249
Phase I Total (Phase A + B)	\$2,272,861

*Note: The number of Level A test holes will be recommended upon completion of SUE Quality Level B services and a credit of \$2,200 per test hole will be provided to the City if less than 38 test holes are required.



City of Galveston

Engineering Department
49th Street from Avenue P to S-1/2

05 November 2019

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

From: Daniel Christodoss, Ph.D., P.E., City Engineer

RE: Consider for approval a proposal from Alpha Testing, for the 49th Street Construction from Avenue P to Avenue S-1/2 in the amount not to exceed \$49,703.00 to perform Construction Material Testing Engineering Services. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. The Public Works Department is responsible for the maintenance of the City of Galveston Roadways. In order to determine the pavement condition of City roadways, the City of Galveston contracted with LJA Engineering Inc., in 2012, prepare a Roadway Evaluation Report.
- B. One of the roadway projects chosen for the CIP was 49th Street Design from Avenue P to Avenue S-1/2.
- C. The repaving of 49th Street from Avenue P to Avenue S-1/2 will include the milling and replacement of the asphalt surface for an overall length of 2,300 feet.
- D. The project will also involve the upsizing of water and sewer utilities.
- E. The City requested a proposal from Stantec which was prequalified by the City Council in October 2016.
- F. Stantec submitted a proposal for \$282,720.40 to design the street improvements and utility upgrades.
- G. City Council approved their proposal in December 2017.
- H. The Design has been completed and the project is being prepared for construction.

II. Current Situation

- A. City requested a proposal from Alpha Testing for Construction Material Testing.
- B. Alpha Testing submitted a proposal for \$49,703.
- C. Alpha Testing is available to perform at City's request.

III. Impact or ramifications:

The project is part of the City's continued efforts to improve the infrastructure throughout the City of Galveston. Lack of Construction Material Testing by an Independent





City of Galveston

Engineering Department
49th Street from Avenue P to S-1/2

Geotechnical Engineering Firm will prevent the City from verifying QA/QC during construction of the project by the contractor. This will lead to future problems if the quality of material and workmanship is not verified with in-situ and offsite laboratory testing standards employed during construction. With the lack of construction QA/QC, the condition of the road and the utilities will continue to deteriorate. The cost to repair this road and upsize the utilities at a later date will be substantially higher than this current proactive approach.

IV. Alternatives in order of priority

- A. Approve the proposal from Alpha Testing, for the 49th Street Construction from Avenue P to Avenue S-1/2 in the amount not to exceed \$49,703.00 to perform Construction Material Testing Engineering Services.
- B. Do not approve the request and allow the road and the utilities to continue to deteriorate, and substantially increasing the cost of future repairs, maintenance and reconstruction.

V. Recommendation

Approve the proposal from Alpha Testing, for the 49th Street Construction from Avenue P to Avenue S-1/2 in the amount not to exceed \$49,703.00 to perform Construction Material Testing Engineering Services.

VI. Fiscal Impact Report

Requested by: Daniel Christodoss, Ph.D., P.E.
City Engineer

Funding Sources: Street CO Bonds 2017 ST2002 **\$49,703**

Cost: \$49,703

Respectfully Submitted,

Daniel Christodoss, Ph.D., P.E.
City Engineer



MATERIALS TESTING SERVICES AGREEMENT

49th Street Improvements from Ave. P to Ave. S ½ (Project)

This Materials Testing Services Agreement ("Agreement") is hereby entered into and effective on September 11, 2019, between the City of Galveston, Texas, (the "City" or "Client") and Alpha Testing ("Alpha" or Consultant"), a Corporation for the rendition of materials testing services described herein for the following project. References to the City/Client and Alpha/Consultant, jointly shall be referred to as the "Parties" to this Agreement.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services (work): The scope of materials testing services subject to this Agreement is described in **Exhibit A** and includes the following documents attached hereto and incorporated herein for all purposes:
 - Project - 45th Reconstruction from Broadway to Seawall
 - RFQ # **#18-04** (Alpha Prequalified by City Council in September 2018 for 3 years)
 - **Exhibit A** = Consultant Cost Estimate; Project Information; Scope of Services; Estimated Testing Schedule; and Proposal/CMT Acceptance Form.
2. Time of Performance: The services set forth in Consultant's proposal (**Exhibit A**) shall commence upon the issuance of a Notice to Proceed and/or on _____. Due to the nature and extent of the project, the work is expected to be completed within (600) calendar days of the issuance of the Notice to Proceed (NTP).
3. Independent Contractors: The parties are independent Contractors as to each other. Nothing in this Agreement shall be construed as creating any agency or employment relationship. Neither party shall make any representations tending to create an apparent or implied agency or employment relationship. Neither party has the authority to act for the other or to create obligations or debts binding on the other. Neither party shall be responsible for any obligations or expenses incurred by the other.
4. The City does not waive or relinquish any governmental immunities or defenses on behalf of itself and its trustees, officers, employees, or agents as a result of the execution of this Agreement and performance of the functions or obligations described herein. Nothing herein shall be construed as creating any personal liability on the part of any officer, or director, or employee or representative of the City.
5. Standard of Care: The standard of care for all related services performed or furnished by Alpha under this agreement will be performed in a manner consistent with the level of care and skill ordinarily exercised and used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

Consultant shall perform the services described in this Agreement in accordance with all applicable federal, state, county, city and/or other governmental entity statutes, regulations, standards, codes and ordinances, including but not limited to all Federal Specifications and Standards and the City Code of the City of Galveston, and all applicable requirements of the current edition reference standards of the AASHTO, ACI, AISC, ASTM, and AWS. No pleas of misunderstanding will be considered on account of ignorance thereof. Consultant shall likewise impose the same obligations contained in this Agreement upon all of its sub-consultants, if any. The Consultant shall be responsible for the accuracy of its services and shall promptly make necessary revisions resulting from its errors, omissions or negligent acts without compensation.

6. Access to Information and Site Access: It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to Alpha by the City and its agencies. The City and its agencies will cooperate with Alpha in every way possible to facilitate the performance of the work described in the Agreement.
7. Appropriations: The obligations of the City to make payment under this Agreement are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.
8. Compensation: The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed **Forty-nine Thousand, Seven Hundred and Three (\$49,703.00) Dollars**. Invoices are submitted by Alpha for each four week period during which work is performed. City shall notify Alpha in writing, of any and all objections, if any, to an invoice within ten (10) days of the date of invoice. Otherwise, the invoice shall be deemed proper and acceptable by the City. Amounts indicated on invoices are due and payable immediately upon receipt. City's account will be considered delinquent if Alpha does not receive full payment within thirty (30) days after the invoice date. Parties shall attempt to resolve any payment disputes within sixty (60) days or the matter may be submitted to mediation.
9. The compensation sum includes reimbursement for all labor, administrative, overhead, and all other expenses associated with the Project, including (but not limited to) all expenses incurred by Consultant in the performance of the work. The City shall not be responsible for payment to Alpha for any additional services or expenses not specifically included in **Exhibit "A"**, except upon execution of an amendment to this Agreement in writing by both parties.
10. INDEMNIFICATION: FOR CONSIDERATION RECEIVED, Alpha shall, to the extent permitted by law, indemnify, save and hold the City of Galveston harmless, including City's officers, and, employees, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries,

including death, to the extent caused by any negligent act, error or omission of Alpha or those acting under Alpha's supervision or control. Alpha shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of the City. **Alpha shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.**

11. Construction: This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas. Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement. In any case, if one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
12. Termination of Agreement for Cause: If, through any cause, Alpha shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Alpha shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to Alpha of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Alpha under this Agreement shall, at the option of the City, become property of the City and Alpha shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, Alpha shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by Alpha, and the City may withhold any payments to Alpha for the purpose of set-off until such time as the exact amount of damages due the City from Alpha is determined.
13. Termination for Convenience of the City: The City may terminate this Agreement at any time by giving at least ten (10) days' notice in writing to Alpha. If the Agreement is terminated by the City as provided herein, Alpha will be paid for the time provided and expenses incurred up to the termination date. If this Agreement is terminated due to the fault of Alpha, Paragraph eleven shall apply.

14. Modification: No change in the terms of this Agreement shall be binding unless it is in writing and signed by an authorized representative of both parties.
15. Force Majeure: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.
16. Proof of Insurance: Alpha shall maintain certain types of insurance protection throughout the duration of the project. All insurance policies are to be issued by an insurance Alpha authorized to do business in the State of Texas, using an insurance Company with an A.M. Best rating of a B+ or better.
17. Required Insurance: Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project; Automobile Liability Insurance, Worker's Compensation Insurance and Professional Liability Insurance. Limits are to be equal to or greater than:
- a. **Commercial general liability insurance:**
 - \$2,000,000 general liability (includes products and personal, etc.)
 - \$1,000,000 fire damage
 - \$1,000,000 automobile damage
 - \$500,000 workers compensation employers' liability
 - Statutory limits for workers compensationInsurance coverage shall be on an "occurrence basis"
 - b. **Professional Liability Insurance:** \$1,000,000 per claim and \$2,000,000 Aggregate. Consultant shall submit evidence at the time of execution of this Agreement that it has in full force and effect professional liability errors and omissions insurance. Consultant shall maintain such insurance in full force and effect throughout the duration of this Agreement and thereafter for a period of one year.
18. Assignability: Alpha shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City. Unless specifically stated to the contrary in any written consent to assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
19. Reports and Information: Alpha, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be

incurred in connection therewith, and any other matters covered by this Agreement. Any reuse of the work product on extensions of this project or on any other project without Alpha's prior written consent shall be at the re-user's sole risk and without liability to Alpha.

20. Consultant shall submit written reports to the City including a general description of the inspections and tests performed with identification of the specific Project area/materials involved, all data required to be recorded under AASHTO, ACI, AISC, ASTM and AWS Standards and other standard test methods employed, identification of the standard sampling and test methods utilized, all findings and test results, and an appendix of terminology and symbols used, and in accordance with **Exhibit A**.
21. Findings Confidential: To the extent permitted by law, all of the reports, information, data, etc., prepared or assembled by Alpha under this Agreement are confidential and Alpha agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
22. Copyright: No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Alpha.
23. Compliance with Local, State and Federal Laws: This Agreement shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Agreement, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Agreement or the Work.
24. Notices: All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Agreement. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice(s) shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Room 203
P.O. Box 779
Galveston, Texas 77553

Alpha Testing
6513 W Little York Rd.
Houston, TX 77040

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

ALPHA CONSULTANTS, INC.

BY: _____
NAME: Brian Maxwell
TITLE: City Manager
DATE: _____

BY: [Signature]
NAME: Joseph Culley
TITLE: Regional Manager
DATE: 10/11/19

ATTEST:

By: _____
Janelle Williams,
City Secretary

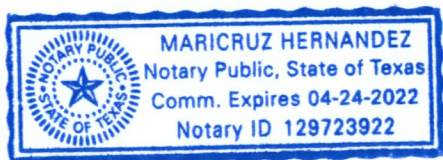
APPROVED AS TO FORM:

City Attorney's Office

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

BEFORE ME, a Notary Public in and for the State of Texas, on this day personally appeared Joseph Culley, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for and as the act and deed of Alpha Testing as the ^{Regional Manager} ~~(title of signing agent)~~ thereof, and for the purposes and consideration therein expressed and in the capacity thereon stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of, October, 2019.



[Signature]

Notary Public In and For
The State of Texas

CMT COST ESTIMATE

49th Street Improvements (Exhibit A)

**From Avenue P to Avenue S 1/2
Galveston, Texas**

Cost Estimate No: 73215



Environmental

Geotechnical

Construction Materials



Geotechnical
Construction Materials
Environmental
TBPE Firm No. 813

6513 West Little York
Road
Houston, Texas 77040

Tel: 713.360.0460
Fax: 713.360.0481
www.alphatesting.com

Revised: 9/23/19

09/10/19

CITY OF GALVESTON

823 Rosenberg
Galveston, Tx 77551

Attention: Leslie Alquicira
lalquicira@galvestontx.gov

Construction Materials Testing
Services and Fees

49TH STREET IMPROVEMENTS (EXHIBIT A)

Galveston, Texas

Cost Estimate No:

73215-18-42H

We are pleased to submit the following cost estimate for performing Construction Materials Testing on the project referenced above.

Thank you for the opportunity to submit this estimate. If this cost estimate is satisfactory, would you please sign the white copy of the enclosed cost estimate acceptance sheet and return it to us. We will consider receipt of a signed copy of this cost estimate as our official notice to proceed.

We look forward to working with you on this project. If there are any questions, please contact Heath Helgeson at 713-360-0473, we are available to discuss any questions at your convenience.

Respectfully submitted,
ALPHA TESTING, INC.

Joseph Culley II, S.E.T.
CMT Department Manager

Heath Helgeson
Senior CMT Estimator

JC/HH

Attachments: Acceptance Sheet
General Terms and Conditions



Firm Profile

HISTORY

Alpha Testing, Inc. (Alpha), a Texas corporation established in 1983, provides full-service geotechnical engineering, construction materials testing and inspection, and environmental services. Our goal since 1983 has been to be recognized as "First in Service" by our clients. Alpha is known for responsiveness, accurate and reliable data collection, and consistent recommendations - all provided as agreed. Let the success of your next project start with us!

Alpha is a registered Texas engineering firm (# 813) and a Texas geoscience firm (#50341), meets the requirements of ASTM E-329, is AASHTO R-18 accredited, and has engineers licensed in multiple states. Alpha currently employs over 275 people.

Alpha recognizes that our client base faces challenges at every turn, either meeting a deadline, meeting a budget, or overcoming a field or design challenge. It is our internal challenge to make your challenges ours. Tell us what you need, we will take ownership, ask the needed questions, then be responsive in execution.

BUSINESS LOCATIONS

1. Dallas Office – Corporate

2209 Wisconsin St., Suite 100, Dallas, Texas 75229

(V) 972-620-8911 (F) 972-620-1302

Brian Powell, PE, President: bpowell@alphatesting.com

Ken Combs, Vice President: kcombs@alphatesting.com

2. Fort Worth Office

5058 Brush Creek Rd. Fort Worth, TX 76119

(V) 817-496-5600 (F) 817-496-5608

Tim Begole, CET, CMT Manager: tbegole@alphatesting.com

Brian Hoyt, PE, Geotechnical Manager: bhoyt@alphatesting.com

3. San Antonio Office

12766 O'Connor Rd. San Antonio, TX 78233

(V) 210-249-2100 (F) 210-249-2101

Adam Heiman, PE, Geotechnical Dept. Manager: aheiman@alphatesting.com

Philip Johnson, PE, CMT Manager: pjohnson@alphatesting.com

4. Houston Office

6513 W. Little York Road, Houston, TX 77040

(V) 713-360-0460 (F) 713-360-0481

Lee Mitchell, PE, Senior Geotechnical Engineer: lmitchell@alphatesting.com

Joseph Culley, SET, CMT Manager: jculley@alphatesting.com



Quality Control

All testing equipment in Alpha's laboratories is calibrated on an annual basis using traceable standards (NIST or NSTL). Calibrations are confirmed by CCRL and AASHTO on a bi-annual basis during third-party inspections. Along with calibration of equipment, Alpha also maintains an internal QA/QC program to assure consistent and reliable test results. This program pertains to methodologies for performing tests that have been developed and expanded through years of experience. Alpha's Houston office is A2LA accredited and a qualified to perform special inspections in the City of Houston.



PROJECT INFORMATION

It is our understanding that street renovations are to be constructed from Avenue P to Avenue S 1/2 in Galveston, Texas. We understand that water lines, sanitary sewers, and storm drains will be installed at the proposed development. **In this cost estimate, we are providing our estimate of the testing anticipated based on our understanding of the project information provided in the contract documents: civil plans dated: 7/15/2019.**

During the time of this cost estimate no construction schedule was available for estimating purposes. The construction schedule is a critical item in determining a precise cost estimate for construction materials testing. In lieu of a defined construction schedule Alpha Testing will estimate the project based comparable project production rates and typical industry standards. We will finalize our proposal once a construction schedule becomes available.

SITE PREPARATION, FILLING, BACKFILLING

Based on our understanding of the information provided for this project, field density testing is required on the sub-grade and fill materials placed. It is estimated that an engineering technician could be required on-site for about 76 hours to perform approximately 75 field density tests. In addition, the technician could obtain approximately 2 soil samples for laboratory proctor analysis.

UTILITIES

Based on our understanding of the information provided, field density testing is required on the backfill material placed. We have estimated that approximately 6,673 linear feet of storm drains would be excavated and installed. In addition, about 3,709 linear feet of waterlines, and an estimated 608 linear feet of sanitary sewer lines would be placed. We have estimated that our engineering technician could be required on-site for approximately 518 hours to perform approximately 1,342 field density tests. In addition the technician could obtain approximately 3 soil samples for laboratory proctor analysis.

MECHANICAL LIME STABILIZATION

Based on the information provided, that approximately 45,117 square feet of sub-grade would be mechanically lime stabilized. We have estimated that our engineering technician could be required on-site for about 8 hours to perform approximately 10 density tests and field gradations. In addition, the technician could obtain approximately 2 soil sample for laboratory proctor analysis.

CONCRETE TESTING

Based on information provided, it is our understanding, approximately 353 cubic yards of concrete will be placed. It is estimated that an engineering technician could be required on-site for an estimated 32 hours to mold approximately 40 test cylinders.

HOT MIX ASPHALT CONCRETE TESTING

It is our understanding that testing of the hot mix asphalt concrete materials and installation observation is required. Approximately tons asphalt concrete pavement will be placed. We have estimated that our engineering technician could be required on-site for about 20 hours.



SCOPE OF SERVICES

SITE PREPARATION, FILLING, BACKFILLING

Paving: 1 FDT each 5,000 square feet and 6 inch lift

Atterberg Limit Test: 1 sample to be obtained every 10,000 square feet per 6 inch lift

All areas supporting slab foundations, flatwork, pavement or areas to receive new fill should be properly proofrolled, compacted and tested.

UTILITIES

Trench backfill: 1 density test for every 100 linear feet each 6 inch lift.

Trench backfill for utilities should be properly placed and compacted in accordance with requirements of local City standards

MECHANICAL LIME STABILIZATION

Lime Treated Subgrade: 1 density test for every 5,000 square feet.

Atterberg Limit Test: 1 sample to be obtained for each site visit

CONCRETE TESTING

Paving: 1 set of 4 test cylinders every 100 cubic yards.

Utility Structures: 1 set of 4 test cylinders every 50 cubic yards.

Hardscapes or Sidewalks: 1 set of 4 test cylinders every 50 cubic yards.

Note: This cost estimate assumes sanitary sewer structures are pre-cast and will not require any testing and storm drain structures are cast- in place and will require testing. Should some of these items not require testing, this cost estimate could be revised upon request.

HOT MIX ASPHALT CONCRETE TESTING

Paving: 1 density test for every 500 tons each type.

Thickness or Density Core: 1 core for every 500 tons.

Extraction/Gradation: 1 sample for every 500 tons.

Marshall or HVEEM Stability: 1 sample for every 500 tons.

While on site, the technician would obtain representative samples of the HMAC mixture to be tested in the laboratory.



ESTIMATED TESTING SCHEDULE

The following is our estimate of the number, type and cost of anticipated construction materials testing for the project referenced previously. This estimate of the expected testing was developed based on project plans and information as provided by the client. It should be recognized that variations in construction schedules, weather, amount of re-testing, additional testing requested by our client, etc., could result in differences between the actual and estimated testing costs. Although efforts will be made to maintain the testing costs within the estimated amount, charges will be computed based on actual services rendered.

Testing services proposed herein do not include full-time personnel on-site nor any form of project supervision. It is our understanding that testing will be scheduled by the client or his designated representative, and ALPHA TESTING, INC. does not assume the responsibility for assuring all required tests are performed. If desired, ALPHA could monitor testing frequencies and locations during the progress of the work to assure the required testing is performed, at an additional cost.

I. Site Preparation, Filling, Back Filling

Description	Est. Qty	Unit Rate	Est. Total
Density Testing /Hour	64.00	\$42.00	\$2,688.00
Density Testing (ot) /Hour	12.00	\$63.00	\$756.00
Proof Rolling Observation/Hour	12.00	\$42.00	\$504.00
Material Pickup/Hour	4.00	\$42.00	\$168.00
Nuclear Density Gauge/Trip	11.00	\$60.00	\$660.00
Proctor #/Each	2.00	\$185.00	\$370.00
Atterberg Limit Test/Each	12.00	\$65.00	\$780.00
-200 Sieve/Each	2.00	\$65.00	\$130.00
Modified Proctor/Each	3.00	\$185.00	\$555.00
Vehicle Trip Charge/Trip	12.00	\$60.00	\$720.00
Engineering Report Review/Hour	2.00	\$95.00	\$190.00
Subtotal			\$7,521.00

II. Utilities

Description	Est. Qty	Unit Rate	Est. Total
Density Testing /Hour	440.00	\$42.00	\$18,480.00
Density Testing (ot) /Hour	78.00	\$63.00	\$4,914.00
Material Pickup/Hour	4.00	\$42.00	\$168.00
Nuclear Density Gauge/Trip	55.00	\$60.00	\$3,300.00
Proctor #/Each	3.00	\$185.00	\$555.00
Atterberg Limit Test/Each	3.00	\$65.00	\$195.00
-200 Sieve/Each	3.00	\$65.00	\$195.00
Compressive Strength of Stabilized Sand/Each	2.00	\$200.00	\$400.00
Vehicle Trip Charge/Trip	56.00	\$60.00	\$3,360.00
Engineering Report Review/Hour	9.00	\$95.00	\$855.00
Subtotal			\$32,422.00



III. Mechanical Lime Stabilization

Description	Est. Qty	Unit Rate	Est. Total
Density Testing /Hour	8.00	\$42.00	\$336.00
Field Gradations/Hour	4.00	\$42.00	\$168.00
Material Pickup/Hour	4.00	\$42.00	\$168.00
Nuclear Density Gauge/Trip	2.00	\$60.00	\$120.00
Proctor #/Each	2.00	\$185.00	\$370.00
Atterberg Limit Test/Each	6.00	\$65.00	\$390.00
-200 Sieve/Each	2.00	\$65.00	\$130.00
Vehicle Trip Charge/Trip	3.00	\$60.00	\$180.00
Engineering Report Review/Hour	1.00	\$95.00	\$95.00
Subtotal			\$1,957.00

IV. Concrete Testing

Description	Est. Qty	Unit Rate	Est. Total
Concrete-Testing/Hour	32.00	\$42.00	\$1,344.00
Concrete-Testing (ot)/Hour	5.00	\$63.00	\$315.00
Reinforcing Steel Observation/Hour	4.00	\$42.00	\$168.00
Cylinder Pickup/Hour	4.00	\$42.00	\$168.00
Concrete Comp. Test/Each	40.00	\$16.00	\$640.00
Vehicle Trip Charge/Trip	9.00	\$60.00	\$540.00
Engineering Report Review/Hour	2.00	\$95.00	\$190.00
Subtotal			\$3,365.00

V. Hot Mix Asphalt Concrete Testing

Description	Est. Qty	Unit Rate	Est. Total
HMAC Monitoring/Hour	20.00	\$42.00	\$840.00
Nuclear Density Gauge/Trip	5.00	\$60.00	\$300.00
Extraction & Gradation/Each	5.00	\$225.00	\$1,125.00
Material Pickup/Hour	4.00	\$42.00	\$168.00
Specific Gravity of Aggregates/Each	5.00	\$80.00	\$400.00
Hveem Lab Testing/Each	5.00	\$120.00	\$600.00
Cores/Each	5.00	\$90.00	\$450.00
Core Holes Patched/Each	5.00	\$20.00	\$100.00
Vehicle Trip Charge/Trip	6.00	\$60.00	\$360.00
Engineering Report Review/Hour	1.00	\$95.00	\$95.00
Subtotal			\$4,438.00

Grand Total: **\$49,703.00**

*Should ALPHA TESTING, INC. be awarded the testing for the above referenced project, it is requested that a complete set of approved plans and specifications be forwarded to this office along with the signed authorization to proceed.



**CMT
ACCEPTANCE FORM**

Date: September 23, 2019 Alpha Cost Estimate No: 73215-18-42H
Project Name: 49TH STREET
IMPROVEMENTS (EXHIBIT A) CMT Estimate \$49,703.00
Project City: Galveston, Texas

*** Highlighted Areas Must Be Filled Out ***

CLIENT: _____ ATTN: _____
ADDRESS: _____ EMAIL: _____
CITY/STATE/ZIP: _____ PHONE/FAX: _____
OWNER OF PROPERTY: _____
ADDRESS: _____ CITY/STATE/ZIP: _____
PROJECT LEGAL DESCRIPTION: _____
PROJECT COUNTY: _____

The undersigned hereby accepts all the Terms and Conditions set forth in this cost estimate and warrants that he/she has full authority to bind the Client. Payment Terms: Net Within 30 days in Houston, Texas. No reports will be issued until we have a signed contract, purchase order or Letter of Authorization to proceed in our office. Signed contract, purchase order or Letter of Authorization to proceed must be received within 3 days of commencement of services or work stoppage will commence on the 4th day and continue until signed authorization is received in our office.

For projects with new clients under \$1,000.00, written authorization must be received prior to the start of work and payments must be received before any reports are issued. Service for welding certifications and ferroskan work must be paid prior to work or upon arrival to the site to perform the work.

Cost Estimate ACCEPTED BY: _____

Signature

Title

Date

Accounts Payable Contact:

Name: _____ Phone: _____ Email: _____

Please indicate in the space provided authorized field personnel, along with pager or mobile numbers, who may sign our Field Technicians time ticket upon completion of our daily work: _____

If no names are provided it will be understood no authorized field representative signature is required.

REPORTS WILL BE PROVIDED TO THE CLIENT VIA THE INTERNET

Please provide a personal password for this project (up to 15 characters): _____ Please provide a valid email address: _____. You will be contacted by email and given your Project ID number to use for login access to the Alpha website, www.alphatesting.com, to retrieve your reports. You can directly print any individual report or all reports within a range of dates you specify.

REPORT DISTRIBUTION

Firm

Contact Name

Email



REMARKS

Services and fees not listed above will be quoted on request.

Invoices will be submitted monthly for services performed. Payment will be due in Houston within thirty (30) days of receipt of invoice. Interest will be added to delinquent accounts at a rate of 1.5 percent for each month of delinquency.

Payment of the invoice is not contingent on Client's agreement or acceptance of ALPHA's test result or findings. If CLIENT objects to any portion of an invoice or report, it shall notify ALPHA in writing within ten (10) days from the date of actual receipt of the invoice of the amount and nature of the dispute, and shall timely pay undisputed portions of the invoice.

The above unit prices are applicable for one year from the date of this letter and are subject to change without notice thereafter.

Next day results for Standard Proctor Tests will be charged at 1.5 times the standard unit prices.

The prices above include electronic copies of the report distributed in accordance with client's instructions. Additional physical copies will be billed at a rate of \$.25 per sheet.

All field services are charged portal-to-portal, minimum charge of 4 hours per trip applies to all field work.

All reports are available on line.

Dispatch schedule hours are Monday-Friday from 7:00 am to 5:00 pm. The dispatcher telephone number is 713-360-0462. All calls made after 5:00 pm, Monday-Friday will be recorded on voice mail and addressed by 7:00 am the next working day. Please make sure to schedule work in a timely manner (a minimum of 24 hours in advance) if you want ALPHA to guarantee a technician on site at the desired time.

Cancellations will be invoiced for portal to portal times as well as time spent on site awaiting determination of cancellation. When field density testing is the scheduled work, the client will also be invoiced for a minimum half day gauge charge.

Services performed outside a 40 mile radius of this area will be charged mileage of \$.55 a mile.

Overtime rates will be applicable for services performed in excess of 8 hours per day and on Saturdays and Sundays. Services performed on holidays will be billed at 2.0 times the regular hourly rate.

Waiver of Subrogation - If a Waiver of Subrogation is required by your company, there will be a fee applied to your first invoice. The fee will be a minimum of \$300.00 charge or 1% of contract price plus \$50.00, whichever is greater.

ALPHA TESTING, INC. provides no warranty, either expressed or implied, that the testing provided under this contract satisfies all requirements of the plans and specifications for the project, applicable City specifications or other governing bodies that may have jurisdiction over the project.

No reports will be issued until we have a signed contract, purchase order or Letter of Authorization to proceed in our office. Signed contract, purchase order or Letter of Authorization to proceed must be received within 3 days of commencement of services or work stoppage will commence on the 4th day and continue until signed authorization is received in our office.

For projects with new clients under \$1,000.00 written authorization must be received prior to the start of work and payments must be received before any reports are issued. Service for welding certifications and ferrosan work must be paid prior to work or upon arrival to site to perform the work.

PLEASE NOTE: In keeping OSHA Safety regulation, ALPHA TESTING, INC. employees will not enter a trench to test that is not in compliance with current OSHA regulations. Delays or cancellations caused by waiting for trench(s) to be brought into compliance will be invoiced on an hourly basis.



“EXHIBIT A”

Terms and Conditions

Section 1: The Agreement

The Agreement between the parties, which shall describe and govern CLIENT's engagement of ALPHA TESTING, INC. (“ALPHA”) to provide only the services (“Services”) in connection with the project (“Project”) which are specifically identified and agreed to in the proposal (“Proposal”), consists of the Proposal, these General Terms and Conditions (“Terms”), ALPHA's fee schedule, and any exhibits or attachments referenced in any of these documents. Together these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement. This Agreement may only be modified by mutual signed, written agreement. In the event of a conflict between these Terms and the Proposal or exhibits, the following order of precedence shall prevail: (i) These Terms, (ii) the Proposal, and (iii) any exhibits or attachments referenced in the foregoing.

Section 2: Standard of Care

The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of ALPHA's profession currently practicing under similar conditions and in the same locality as the Project.. Interpretations and recommendations by ALPHA will be based solely on information discovered by, or made available to, ALPHA during the course of the engagement. In connection with such information, CLIENT recognizes that subsurface conditions across the site may vary from those observed at test locations, including but not limited to locations where density tests and concrete tests, borings, surveys, or explorations are made, and that site conditions may change over time, and as such, CLIENT shall be solely responsible for determining the locations and scope of testing related to the subsurface exploratory program and assumes all risks related thereto. ALPHA shall not be responsible for the use or interpretation of such information by non-parties to this Agreement nor shall ALPHA be responsible for changed site conditions or for subsurface conditions at locations where testing, borings, surveys, or explorations are not made. If Client provides ALPHA's report to any third Party, Client shall make such third party aware of this limitation of liability, and shall defend, indemnify, and hold ALPHA harmless from any action against ALPHA by such third party.

ALPHA MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SERVICES, AND EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES; INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF GOOD AND WORKMANLIKE PERFORMANCE AND OF FITNESS FOR A PARTICULAR PURPOSE.



Section 3: Site Access and Conditions

CLIENT shall grant to, or obtain for, ALPHA unimpeded access to the Project site for all equipment and personnel necessary for the performance of the Services, and access necessary for ALPHA's personnel to photograph the Project site. As required to effectuate such access, CLIENT shall notify all owners, lessees, contractors, subcontractors, and other possessors of the Project site that ALPHA must be allowed free access to the site. CLIENT understands that, in the normal course of performing the Services, some damage, including but not limited to injury to vegetation, rutting, and cracking of concrete, may occur as a result of ALPHA's performance of the Services, and further agrees that ALPHA is not responsible for the correction of any such damage caused by ALPHA unless otherwise specified in the Proposal. CLIENT is solely responsible for the accuracy of locations for all subterranean structures and utilities, and CLIENT waives any claim against ALPHA, and shall defend (with counsel acceptable to ALPHA), indemnify, and hold ALPHA harmless from any claim or liability for injury, damages, or loss by any party, including costs of defense and attorneys' fees, arising from damage caused as a result of subterranean structures and utilities not being properly identified or accurately located by CLIENT. In addition, and without limiting the foregoing, CLIENT shall compensate ALPHA for any consequential damages resulting from any such claim, including without limitation time spent or expenses incurred by ALPHA in defense of any such claim, with such compensation to be based upon ALPHA's prevailing fee schedule and expense reimbursement policy.

Section 4: CLIENT's Responsibility and Project Understanding

CLIENT shall provide or otherwise make available to ALPHA all information in its possession or subject to its control regarding existing and proposed conditions at the site. Such information shall include, but not be limited to, plot plans, topographic surveys, hydrographic data, and previous soil data, including borings, field and laboratory tests, written reports, drawings, plans and specifications. CLIENT shall immediately, but in no event later than twenty-four (24) hours after its receipt, transmit to ALPHA any new information concerning site conditions that becomes available, and any change in plans or specifications concerning the Project to the extent such information may affect ALPHA's performance of the Services. CLIENT shall, upon 24 hours oral or written notice, provide a representative at the job site to supervise and coordinate the Services.

Additional responsibilities of the CLIENT include: review of ALPHA's work for overall coordination with the work of other consultants, including any architects and engineers; with reasonable promptness, but in no event later than 48 hours, provide all available information regarding requirements for ALPHA's work; upon request by ALPHA, the CLIENT shall furnish the services of other reasonably required consultants, including surveys, testing laboratory, etc.; prepare and assemble specifications for the General Conditions and Supplementary Conditions and all architectural components of the project, and coordinate assembly of ALPHA's specification sections into a proper format; notify ALPHA immediately if the Client, any architect, or any engineer becomes aware of any item or condition which in directly, or indirectly, may affect the performance of Alpha's work and any fault or claimed deficiency with ALPHA's work, or nonconformance with the Contract Documents and provide ALPHA a reasonable opportunity to cure any such deficiency or nonconformance; confer with ALPHA before issuing interpretations or clarifications of the documents prepared by ALPHA; forward to ALPHA for review and recommendation all construction phase submittals that pertain to ALPHA's work; and advise ALPHA of the identity and scope of services of other consultants participating in the Project. Client shall be solely responsible for coordinating the services of its consultants with the services of ALPHA.



ALPHA shall not be liable for any incomplete or inaccurate information furnished by CLIENT or damages caused by CLIENT's failure to strictly adhere to the recommendations of ALPHA contained in any Geotechnical Report, Addendum or other correspondence, and CLIENT shall defend (with counsel acceptable to ALPHA) indemnify and hold ALPHA harmless against any claims, demands or liability, including costs of defense and attorneys' fees, arising out of, related to, or contributed to by such incomplete or inaccurate information or failure to follow the recommendations of ALPHA. CLIENT waives any claim it might have against ALPHA for damages arising out its failure to timely provide accurate information or its failure to timely provide new, changed, or additional information, as set forth in the preceding paragraph, and further agrees to indemnify and hold harmless ALPHA from any claim or liability resulting from CLIENT's failure to timely provide such new, changed, or additional information.

Section 5: Project Change

In the event CLIENT, the Project owner, Architect, Structural/Civil Engineer or other party makes any changes in the initial information provided by the client, including, but not limited to the size and location of the planned improvements, or makes any changes or alterations to any plans and/or specifications provided to ALPHA, CLIENT agrees to defend and hold ALPHA harmless from any liability arising out of such changes, and CLIENT assumes full responsibility for any claims, damages or liabilities arising out of or related to such changes unless CLIENT has given ALPHA prior written notice of such changes and has received from ALPHA written consent for such changes.

Section 6: Confidentiality

All data, forms, software, or any other materials developed by ALPHA pursuant to the performance of Services under this Agreement, or supplied to or obtained by ALPHA from CLIENT, or generated by ALPHA or its subcontractors is confidential (the "Confidential Material") and will be afforded Confidential Treatment by ALPHA, its employees, agents, affiliates, and subcontractors. Proprietary concepts and systems of ALPHA, and ideas developed by ALPHA during the performance of the Services shall remain the sole property of ALPHA ("Alpha Intellectual Property"). Confidential Treatment includes the following: (i) The Confidential Material will be available only to employees of ALPHA; and (ii) Confidential Material will not be disclosed to any third party without the prior authorization of CLIENT. Upon completion of the Services or other termination of this Agreement, any Confidential Material retained by ALPHA not previously provided to third parties pursuant to Client authorization shall be retained by ALPHA for a period of at least 60 days, during which time period, such Confidential Material will be returned to CLIENT upon request by CLIENT. After this time period, ALPHA shall have the right, but not the obligation, to destroy such Confidential Material, thus terminating its confidentiality obligations. If Confidential Material is retained by ALPHA past such time period, the obligations stated in this Section 5 shall survive until the earliest of the following occur: (i) Confidential Material has become available to the general public through no fault of ALPHA; or (ii) Confidential Material is received by ALPHA from others who are in lawful possession of such and who by such disclosure are not breaching any obligation to CLIENT.



Section 7: Sample Disposal

Samples of soil, rock, water, waste or other materials contaminated by hazardous substances, including asbestos, obtained from the Project site are and remain the property of the CLIENT. ALPHA shall retain such samples for no longer than fourteen (14) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. It is CLIENT's responsibility to select and arrange for lawful disposal procedures that encompass removing the contaminated samples from ALPHA's custody and transporting them to a suitable disposal site. Accordingly, unless CLIENT indicates otherwise, within the fourteen (14) day period referenced above, CLIENT hereby instructs ALPHA to make arrangements on behalf of CLIENT and at CLIENT's sole cost and expense, for proper transportation and disposal of contaminated samples with appropriate licensed parties. Due to the risks to which ALPHA may be exposed during transportation and disposal of contaminated samples, CLIENT waives any claim against ALPHA, and shall defend, indemnify, and hold ALPHA harmless from any claim or liability for injury or loss, including costs of defense and attorneys' fees, arising out of or related to from ALPHA's service in arranging for proper transportation and disposal of contaminated samples on behalf of CLIENT. There are extra costs involved in this disposal by ALPHA of samples contaminated with highly toxic and/or hazardous substances (i.e. PCBs, Dioxins, Cyanide, Pesticides, etc.). In this case, the CLIENT shall pre-pay all transportation and disposal costs or ALPHA will return the samples to the project site for proper disposal by the Client.

Section 8: Construction Observations

ALPHA shall have no authority, duty or responsibility to reject or terminate the work of any agent or contractor of CLIENT. No action, statements, or communications of ALPHA, or ALPHA's site representative, may be construed as modifying any agreement between CLIENT and others. ALPHA's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by CLIENT to provide construction related services. Neither the professional activities of ALPHA, nor the presence of ALPHA or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon ALPHA any responsibility for methods or quality of work performance, sequencing of construction, or safety conditions at the Project site. In that regard, CLIENT acknowledges that ALPHA shall not be responsible for the means, methods, techniques or sequences of construction as these are the sole responsibility of the contractor. CLIENT further acknowledges that CLIENT or its general contractor is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in the Project owner's agreement with the general contractor. CLIENT shall make ALPHA an additional insured under any general contractor's general liability insurance policy.

Section 9: Ownership of Documents

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by ALPHA in connection with this engagement, shall remain the property of ALPHA. CLIENT agrees that all reports and other material(s) furnished by ALPHA to CLIENT, or to CLIENT's agents, for which CLIENT has not paid will be returned to ALPHA upon demand and will not be used by CLIENT or others for any purpose whatsoever. Unless otherwise required by law, ALPHA will retain all pertinent records relating to the Services performed for a period not exceeding five years following submission of any report, as referred to herein, during which period the records will be made available to CLIENT at a reasonable and mutually convenient time. After such five year period, ALPHA shall have the right, but not the obligation, to, in its sole discretion, destroy any or all of such documents.



Section 10: Termination

This Agreement may be terminated by ALPHA without cause upon ten (10) days' written notice by the terminating party. This Agreement may also be terminated for cause by the non-defaulting party if, after seven (7) days after written notice of a default in the performance of any material provision of this Agreement, the defaulting party fails to cure or correct such default. In the event of termination, ALPHA will be paid for services performed through the effective date of termination, plus reasonable termination expenses, including the cost of completing analysis, records, and reports necessary to document job status at the time of termination.

Section 11: RISK ALLOCATION AND LIMITATION OF LIABILITY

The parties acknowledge that a variety of risks potentially affect ALPHA by virtue of entering into an agreement to perform the Services. The parties further acknowledge and agree that there is no disparity in bargaining power between the parties. IN ORDER FOR CLIENT TO OBTAIN THE BENEFIT OF A LOWER FEE THAN WOULD OTHERWISE BE AVAILABLE, CLIENT AGREES TO LIMIT ALPHA'S LIABILITY TO CLIENT, AND TO ANY AND ALL OTHER THIRD PARTIES, FOR CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES PERFORMED OR TO BE PERFORMED BY ALPHA. ACCORDINGLY, THE CLIENT AGREES THAT THE TOTAL AGGREGATE LIABILITY OF ALPHA SHALL NOT EXCEED THE TOTAL FEE FOR THE SERVICES RENDERED ON THE PROJECT, OR \$25,000, WHICHEVER IS LOWER, FOR ANY LIABILITIES, INCLUDING BUT NOT LIMITED TO NEGLIGENT PROFESSIONAL ACTS OR ERRORS OR OMISSIONS, AND CLIENT AGREES TO INDEMNIFY ALPHA FOR ALL LIABILITIES IN EXCESS OF THE MONETARY LIMITS ESTABLISHED. Client agrees that in no instance shall ALPHA be responsible, in total or in part, for the errors or omissions of any other professional, contractor, subcontractor or any other third party. Client also agrees that ALPHA shall not be responsible for the means, methods, procedures, performance, quality or safety of the construction contractors or subcontractors, or for their errors or omissions.

Section 12: Discovery of Unanticipated Hazardous Materials

CLIENT represents and warrants that it has made reasonable efforts to discover and has informed ALPHA of known or suspected hazardous materials on or near the Project site. The parties acknowledge that hazardous materials may exist at a site even if there is no reason to believe they are present. ALPHA and CLIENT agree that the discovery of such unanticipated hazardous materials constitutes a changed condition that shall require either a re-negotiation of the scope of ALPHA's Services or termination of this Agreement without cause. CLIENT recognizes that the discovery of hazardous materials may necessitate immediate protective measures to safeguard the public health and safety and shall compensate ALPHA for measures that, in ALPHA's sole professional discretion, are necessary and justified to preserve and protect the health and safety of site personnel and the public. CLIENT also shall compensate ALPHA for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. ALPHA shall notify CLIENT as soon as practicable should unexpected hazardous materials be encountered at the site that pose a threat to human health, safety and the environment. CLIENT agrees that, in the event of the discovery of hazardous materials at the site, it shall report such discovery to the proper authorities as required by Federal, State, and local regulations. CLIENT agrees to make the required report at the recommendation of ALPHA, or, if unable to do so, authorizes ALPHA to make such report. CLIENT shall also inform the Project site owner in the event that hazardous materials are encountered at the site.

Notwithstanding any other provision of this Agreement, CLIENT waives any claim against ALPHA, and to the maximum extent permitted by law, agrees to defend, indemnify, and hold ALPHA harmless from any claim, liability and/or defense costs for damage, injury or loss arising from or in any way related to the presence of hazardous materials on the project site, including any costs created by delay of the project and any costs associated with possible reduction of the property's value. CLIENT is responsible for ultimate disposal of any samples secured by ALPHA that are found to be contaminated, at CLIENT's sole cost and expense.



Section 13: Ground Water Contamination

CLIENT acknowledges that it is impossible for ALPHA to discover, ascertain or know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although ALPHA will take reasonable precautions to avoid such an occurrence, CLIENT waives any claim against ALPHA for, and shall defend, indemnify and hold ALPHA harmless from, any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, testing or monitoring well installation. CLIENT shall also adequately compensate ALPHA for any time spent and expenses incurred in defense of any such claim.

Section 14: Insurance

No insurance carried by ALPHA shall be deemed to limit in any way the responsibility of any contractor or subcontractor for damages resulting from their services in connection with the Project. CLIENT shall include, or cause to be included, in the Project's construction contract such requirements for insurance coverage and performance bonds to be secured and maintained by the Project contractor as CLIENT deems adequate to insure and indemnify CLIENT and ALPHA against claims for damages, and to insure compliance of work performance and materials with Project requirements.

Section 15: Indemnity

ALPHA AND THE CLIENT SHALL EACH INDEMNIFY AND HOLD THE OTHER HARMLESS FROM AND AGAINST ANY CLAIMS FOR BODILY INJURY OR DAMAGE TO TANGIBLE PROPERTY RESULTING FROM: (A) NEGLIGENT ERROR, OMISSION OR ACT OF THE INDEMNITOR OR THE INDEMNITOR'S OFFICERS, SERVANTS, EMPLOYEES OR SUBCONSULTANTS IN THE PERFORMANCE OF THE WORK HEREUNDER; OR (B) NEGLIGENT FAILURE OF THE INDEMNITOR OR THE INDEMNITOR'S OFFICERS, SERVANTS, EMPLOYEES OR SUBCONSULTANTS TO COMPLY WITH LAWS OR REGULATIONS; OR (C) NEGLIGENT FAILURE OF THE INDEMNITOR TO PERFORM UNDER ANY CONTRACT WITH ANY OTHER PARTY, ITS, OFFICERS, SERVANTS, EMPLOYEES, SUBCONSULTANTS OR CLIENTS. THIS INDEMNITY OBLIGATION SHALL SURVIVE PERFORMANCE OF THE SERVICES HEREUNDER AND SHALL BE LIMITED BY THE TERMS AND CONDITIONS REFERENCED IN SECTION 11, ABOVE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, ALPHA WILL NOT INDEMNIFY CLIENT FOR ITS OWN NEGLIGENCE.



Section 16: Invoices and Payment Terms

In consideration for the performance of the Services, ALPHA shall be paid an amount and according to terms set forth in the Proposal ("Project Cost"); however, if payment terms are not listed in the Proposal, payment for Services shall be payable within thirty (30) days of ALPHA's invoice date (the "Payment Due Date"). All payments must be paid by the Payment Due Date, and shall not be contingent upon CLIENT's receipt of separate payment, financing or closing on the project property, or other conditions whatsoever. If CLIENT objects to any portion of an invoice, it shall notify ALPHA in writing within ten (10) days from the date of actual receipt of the invoice of the amount and nature of the dispute, and shall timely pay undisputed portions of the invoice. Past due invoices and any sums improperly withheld by CLIENT shall accrue interest thereon at the rate of one percent (1%) per month, or the maximum rate allowed by law, whichever is lower. CLIENT agrees to pay all costs and expenses, including reasonable attorney's fees and costs, incurred by ALPHA should collection proceedings be necessary to collect on Client's overdue account. Unless the Proposal specifies the Project Cost as not-to-exceed or lump sum, CLIENT acknowledges that any cost estimates and schedules provided by ALPHA may be subject to change based upon the actual Site conditions encountered, weather delays and impact and any other requirements of the CLIENT and should be used by CLIENT for planning purposes only. ALPHA will endeavor to perform the Services within the estimates but will notify CLIENT if estimates are likely to be exceeded. In the event of changed site conditions or other conditions requiring additional time, CLIENT agrees to pay the reasonable and necessary increases resulting from such additional time.

Section 17: Non-Solicitation

During ALPHA's performance on the Project and for a period of one (1) year after the Project is completed or otherwise terminated for any reason, CLIENT shall not, directly or indirectly, individually or on behalf of any other person, firm, partnership, corporation, or business entity of any type: (i) solicit, assist or in any way encourage any current employee, contractor or consultant of ALPHA to terminate his or her employment relationship or consulting relationship with or for ALPHA, nor will CLIENT solicit the services of any former employee or consultant of ALPHA whose service has been terminated for less than six (6) months, or (ii) solicit to the detriment of ALPHA and/or for the benefit of any competitor of ALPHA, take away or attempt to take away, in whole or in part, any customer of ALPHA or otherwise interfere with the ALPHA's relationship with any of its customers. CLIENT understands and acknowledges that ALPHA's employees, contractors and consultants are a valuable resource to ALPHA, and often these persons hold confidential and or trade secret information of ALPHA's, including proprietary technology and valuable trade secrets of ALPHA, which are vital to the business of ALPHA and whose value depends upon them not being generally known. CLIENT expressly agrees that, if ALPHA's employees, contractors, and consultants are solicited in contravention of this Non-Solicitation provision, that ALPHA will be irreparably damaged. In such event, ALPHA shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect any breach(es) of this Agreement, including injunctive relief, in addition to any other remedies available at law or in equity.



Section 18: Resolution of Disputes

(a) Mediation. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively “Disputes”) shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, CLIENT and ALPHA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by CLIENT and ALPHA within ten (10) calendar days, a mediator shall be chosen as specified in the Construction Industry Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

(b) Arbitration. 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 of the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party of this Agreement, and filed with the person or entity administering the arbitration. 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 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. The forgoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator(s) shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

(c) Consolidation or Joinder. Either party, as 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). 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. The CLIENT and ALPHA 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.

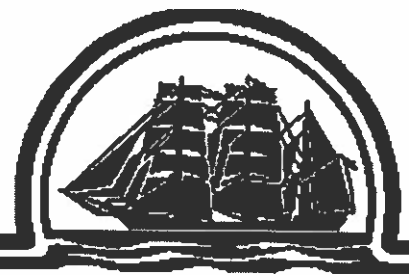
The provisions of this Section 18 shall survive the termination of this Agreement.

**Section 19: Governing Law and Survival**

The validity of this Agreement, these terms, their interpretation and performance shall be governed by and construed and enforced in accordance with the laws of the State of Texas without regard to its conflict of laws rules or similar principles which would refer to and apply the substantive laws of another jurisdiction, and applicable international conventions and treaties. The parties hereto hereby consent and agree that venue of any arbitration action shall lie exclusively in Dallas County, Texas, and the parties hereby consent to the exclusive jurisdiction of the state courts located in Dallas County, Texas to hear and determine any claims, disputes, or award between the parties arising out of such arbitration, or for any matter found to not arise under the parties' arbitration agreement. The parties hereto expressly submit and consent in advance to such jurisdiction and hereby waive any objection to such jurisdiction. If any of the provisions contained in this agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

Signatory represents and warrants to City that Signatory has full corporate power and authority to enter into this Agreement and the execution, delivery, and performance contemplated hereby and to carry out its obligations hereunder, have been duly authorized by all requisite corporate action.

City of Galveston



Public Works Department

P.O. Box 779 / Galveston, Texas 77553

November 5, 2019

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

From: Kyle D. Hockersmith, P.E.
Director of Public Works

SUBJECT: CONSIDER FOR APPROVAL: The purchase of traffic signal components for replacement of damaged traffic signal components from Texas Highway Products, LTD in the amount of \$42,600.00.

BACKGROUND ON SUBJECT:

- A. The Traffic Division of the Public Works Department is responsible for the maintenance of the City of Galveston traffic and pedestrian signalization system.
- B. At various times throughout the year, vehicular accidents near intersections will result in damage to traffic hardware and components.

CURRENT SITUATION:

- A. Current situation of available stock is in need of replenishment of traffic components.
- B. This materials are the provided by Texas Highway Products, LTD and is competitively bid on the BuyBoard Contract 534-17, Highway Safety and Traffic Control Products.

ISSUES IN ORDER OF IMPORTANCE:

- A. This purchase provides for the necessary traffic components to be able to maintain the traffic signal system.
- B. The Traffic Division is in need of replenishment of necessary signal components.

ALTERNATIVES:

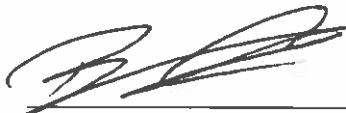
- A. ALTERNATIVE #1: Purchase of traffic signal components from Texas Highway Products, LTD
- B. ALTERNATIVE #2: Do not purchase traffic signal components from Texas Highway Products, LTD
- C. STAFF RECOMMENDATION: ALTERNATIVE # 1: The purchase of traffic signal components from Texas Highway Products, LTD in the amount of \$42,600.00 to be paid from the Public Works Department Various Operating Budgets.

Respectfully Submitted,



Kyle D. Hockersmith, P.E.
Director of Public Works

Approved:



Brandon Cook
Assistant City Manager



Texas Highway Products, LTD

1309 Clark St., Round Rock, TX 78681
Phone: (512) 255-7633 Fax: (512) 255-7634
www.trafficsignals.com

QUOTE

Q-1907650

DATE: 10/31/2019

ACCOUNT:
Galveston, City of
2801 Santa Fe Place
Galveston, TX 77550

PREPARED FOR:

PREPARED BY:
Mark Camp
Email:
Phone: (512) 255-7633
Fax: (512) 255-7634

JOB	SHIPPING METHOD	SHIPPING TERMS	ESTIMATED DELIVERY DATE	PAYMENT TERMS
TS2 Cabinet	Best Way	FOB Destination		Net 30

ITEM #	PRODUCT NAME	DESCRIPTION	QTY	UNIT PRICE	LINE TOTAL
1	680 6002	INSTALL HWY TRF SIG (ISOLATED)	4	\$10,650.00	\$42,600.00
2	HEN-P168T-TS2-1 TxDOT	Henke - TxDOT Standard TS2 Cabinet	4		
3	INT-YCT-X3-1	X3 NEMA ATC, TS-2 type 1 (serial), 16 Line Mono Text Display, 8 Ethernet Ports, 2 Ethernet Switches optional	4		
4	CPI-AB-18	Hot Dipped Galvanized 3/4 X 18" Anchor Bolt with Double LW/FW/HHN	16		
5	EDI-MMU2-16LEip	MMU2 Smartmonitor W10/100mbps Ethernet Port	4		
6	EDI-BIU-700	Bus Interface Unit - TS2	16		
7	EDI-PS250	TS2 5 Amp Heavy Duty Power Supply	4		
8	EDI-510	Nema Load Switch	64		
9	EDI-810	Nema Dual Circuit Type 3 Flasher	4		
10	RENO-TR-200	Flash Transfer Relay	24		

Subtotal	\$42,600.00
Tax	\$0.00
Shipping	
ORDER TOTAL	\$42,600.00

Note: BUYBOARD PROPOSAL NO. 534-17, HIGHWAY SAFETY AND TRAFFIC CONTROL PRODUCTS



Texas Highway Products, LTD

1309 Clark St., Round Rock, TX 78681
Phone: (512) 255-7633 Fax: (512) 255-7634
www.trafficsignals.com

QUOTE

Q-1907650

DATE: 10/31/2019

ACCOUNT:
Galveston, City of
2801 Santa Fe Place
Galveston, TX 77550

PREPARED FOR:

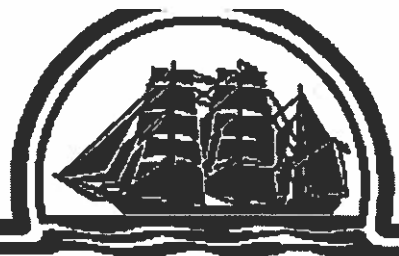
PREPARED BY:
Mark Camp
Email:
Phone: (512) 255-7633
Fax: (512) 255-7634

JOB	SHIPPING METHOD	SHIPPING TERMS	ESTIMATED DELIVERY DATE	PAYMENT TERMS
TS2 Cabinet	Best Way	FOB Destination		Net 30

QUOTES ARE VALID FOR 90 DAYS. PLEASE CONTACT US TO VERIFY PRICING IF YOUR QUOTE IS OLDER THAN 90 DAYS. PURCHASER TO VERIFY ALL QUANTITIES PRIOR TO PLACING ORDER.

THANK YOU FOR YOUR BUSINESS!

City of Galveston



Public Works Department

P.O. Box 779 / Galveston, Texas 77553

November 6, 2019

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

From: Kyle D. Hockersmith, P.E.
Director of Public Works

SUBJECT: Consider City Council ratification of the City Manager's action approving a purchase with Gulf Coast Limestone, Inc. to facilitate the emergency repairs to the streets in various locations due to public safety concerns in the amount of \$23,295.69 consistent with Sec. 252.022 (a) (2) of the local Government Code.

BACKGROUND ON SUBJECT:

- A. The Streets department is responsible for the maintenance and repairs of city roads.
- B. Undermining, and otherwise physical damage was the result of the structural failure road base from erosion and base failure from excessive rainfall.
- C. The current situation was a safety hazard both to vehicular and pedestrian traffic.

CURRENT SITUATION:

- A. Tropical Storm Imelda brought heavy rainfall which caused erosion and saturation of the road base in numerous areas.
- B. There was an imminent need to restore the infrastructure.
- C. Emergency situation due to potential hazard resulting from the failure in infrastructure and pavement surface cave-in which could have resulted in damage to property and created a safety hazard.

ALTERNATIVES:

- A. ALTERNATIVE #1: Approve the proposal.
- B. ALTERNATIVE #2: Do not approve the proposal.
- C. STAFF RECOMMENDATION: ALTERNATIVE # 1:

FISCAL IMPACT:

Requested by: Kyle D. Hockersmith, P.E. – Director of Public Works

Funding Source: Various Public Works Operations Accounts

Costs of Implementation: \$23,295.69

Respectfully Submitted,



Kyle D. Hockersmith, P.E.
Director of Public Works

Approved:



Brandon Cook
Assistant City Manager



**Gulf Coast
Limestone, Inc.**

**PO Box 66
Seabrook, TX 77586
Main - 281-474-4124
Fax - 281-929-0674**

Invoice

Invoice Number:
618111

Invoice Date:
Oct 1, 2019

Page:
1

Sold To:

**City of Galveston
PO Box 779
Galveston, TX 77550-0779**

Ship To:

**City of Galveston
83rd St. & CESSNA
Galveston, TX 77471
M30**

Customer ID	Customer PO	Payment Terms	
GALVE	P1901688	Net 10 Days	
Sales Order Number	Shipping Method	Ship Date	Due Date
180245	ER5, ER4, TA0, B3	10/1/19	10/11/19

Quantity	Item	Description	Unit Price	Net
436.42	V BASE	STANDARD FLEX BASE	39.95	17,434.98
		Ticket # 914907, 914908,		
		917200, 917201, 943070,		
		943071, 943120, 943126,		
		944321, 944323, 944324,		
		944387, 944388, 944389,		
		953693, 953695, 956501,		
		956502, 956503, 956560,		
		956561, 956562, 956816,		
		956817		

**All Purchase Orders should be emailed to:
SalesPO@gcli.com**

Invoicing Support:

**Diane.Thornton@gcli.com - 281-474-4124 x 121
Miranda.Frazier@gcli.com - 281-474-4124 x 116**

Subtotal	17,434.98
Sales Tax	
Total Invoice Amount	17,434.98
Payment/Credit Applied	
TOTAL	17,434.98



**Gulf Coast
Limestone, Inc.**

**PO Box 66
Seabrook, TX 77586
Main - 281-474-4124
Fax - 281-929-0674**

Invoice

Invoice Number:
618100

Invoice Date:
Sep 30, 2019

Page:
1

Sold To:

**City of Galveston
PO Box 779
Galveston, TX 77550-0779**

Ship To:

**City of Galveston
83rd St. & CESSNA
Galveston, TX
M30**

Customer ID	Customer PO	Payment Terms	
GALVE	P1901688	Net 10 Days	
Sales Order Number	Shipping Method	Ship Date	Due Date
180243	R1, R2, S10	9/30/19	10/10/19

Quantity	Item	Description	Unit Price	Net
141.70	V BASE	STANDARD FLEX BASE Ticket # 917197, 943074, 943075, 943127, 943133, 943196, 943201, 953690	41.36	5,860.71

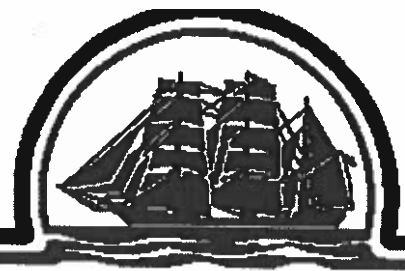
**All Purchase Orders should be emailed to:
SalesPO@gcli.com**

Invoicing Support:

**Diane.Thornton@gcli.com - 281-474-4124 x 121
Miranda.Frazier@gcli.com - 281-474-4124 x 116**

Subtotal	5,860.71
Sales Tax	
Total Invoice Amount	5,860.71
Payment/Credit Applied	
TOTAL	5,860.71

City of Galveston



Public Works Department

P.O. Box 779 / Galveston, Texas 77553

Date: November 05, 2019

To: Brian Maxwell, City Manager
Honorable Mayor and City Council

From: Kyle D. Hockersmith, P.E. - Director of Public Works

Re: City Council to Consider for Approval Bid #19-011A for the annual street materials bid from various vendors (HD Industries, Martin Asphalt, Kelso, Vulcon). Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. BACKGROUND:

- A. The Public Works Department Street Division is responsible for the following:
 - Repairs potholes/utility cuts made by City crews on alleys/roadways.
 - Install and repair curbs, gutters, handicap ramps, sidewalks, and drainage structures in the City Right-of-Way.
 - Repair & make improvements in City streets, alleys & drainage systems.
- B. In Order to Maintain or Repair Public Infrastructure the Streets Division must purchase various materials (Concrete, Hot-Mix Asphalt, Cold Laid Asphalt, Limestone Base Material, Aggregate, Fill Material, etc.).
- C. Bids for Street Materials are solicited annually.
- D. The Annual Bids for Street Materials were solicited on August 5, 2019. Bids were solicited for Liquid Asphalt, Mixed Concrete, and Limestone Material.

II. CURRENT SITUATION:

- A. One Company submitted bids for Trackless Tack Oil Material.

HD Industries, Inc.	\$7.85/GAL Plant Pickup
Jacksonville, Texas 75766	\$8.86/GAL Delivered to Galveston
- B. One Company submitted bids for Liquid Asphalt Material, Cationic Emulsion, CRS-2.

Martin Asphalt Co.	\$2.00/GAL Plant Pickup
Kilgore, Texas 75663	\$2.10/GAL Delivered to Galveston

C. One Company submitted bids for Liquid Asphalt Material, Cold Applied Crack & Joint Sealant.

Martin Asphalt Co.	\$260/DRUM Plant Pickup
Kilgore, Texas 75663	\$348/DRUM Delivered to Galveston

D. One Company submitted bids for Ready Mixed Concrete.

Kelso Concrete Co.	\$125.00/CY 3/8" 3500PSI
Galveston, Texas 77553	\$119.75/CY 1" 3000PSI
	\$122.75/CY 3/8" 3000PSI
	No Bid – Sack 5/8" Gravel

Bid Qualifications by Kelso

Based on material vendor price increases, prices are subject to increase 4% for the second and third year of the original term of contract. (i.e. Fiscal Year 2021 and 2022)

The following items are additional delivery charges and fees.

- Fuel/Environmental Surcharge - \$25.00/Load
- Relocation Charge - \$75.00/EA
- There is an additional charge of \$50 for each cubic yard less than 9 cubic yards will apply to all ready mix deliveries. Each order greater than 10 cubic yards qualifies for one subsequent deliver on the same order. Without the additional fees imposed.

E. One Company submitted bids for Limestone Base 247 Grades 1 & 2.

Vulcan Construction Materials, LLC.	<u>100 to 1,500 TONS, Grades 1 & 2</u>
San Antonio, Texas 78279	\$23.50/TON Plant Pickup
	\$37.56/TON Delivered to Galveston

III. ISSUES

- A. Availability of materials. Awarding bid to multiple vendors ensures that the department will have sufficient inventory, or materials, to perform work as needed with minimal delays.

IV. RECOMMENDATIONS:

- A. Recommend accepting single low bid from HD Industries, Inc. for trackless tack oil material.
- B. Recommend accepting single low bid from Martin Asphalt Company for CRS-2 and Cold Applied Crack and Joint Sealant material.
- C. Recommend accepting single low bid from Kelso Concrete Company for ready mixed concrete material.

- D. Recommend accepting single low bid from Vulcan Construction Materials, LLC for limestone base material.

V. ALTERNATIVES:

- Approve recommendations from multiple sources to ensure materials are readily available.
- Do not approve recommendations from multiple sources to ensure materials are readily available.

VI. FISCAL IMPACT REPORT

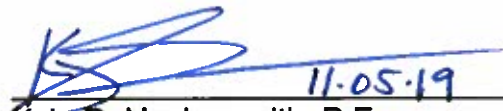
Requested by:

Kyle D. Hockersmith, P.E.
Director of Public Works

Funding Source:

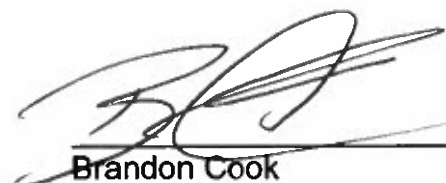
Public Works Division Various Operating
Budgets

Respectfully Submitted,


11.05.19

Kyle D. Hockersmith, P.E.
Director of Public Works

Approved:



Brandon Cook
Assistant City Manager

CONTRACT FOR SUPPLY OF COMMODITIES

Street Materials

This Contract (the "Contract") is made and entered into this _____ day of November, 20__, by and between the City of Galveston (the "City"), a Texas home-rule municipality, and Kelso Concrete Company, located at PO Box 2110, Galveston, Texas 77553. By entering into this Agreement, Company agrees that City is entering into this agreement in its governmental capacity, and not a proprietary one.

WHEREAS, the City of Galveston desires to obtain commodity supply services in connection with street materials within the City of Galveston ("City") and Kelso Concrete Company ("Company") desires to provide such commodities; and

WHEREAS, this Agreement between the Parties consist of the terms and conditions set forth herein, and that documents, attached and incorporated for all purposes; Exhibit A identified as the proposal from Company for the following commodities:

Street Materials

Response to Bid 19-011A

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

1. SCOPE OF SERVICES: Company will provide supplies and services (the "Work") to the City in connection with the Project, such Work more specifically described in Exhibit A, attached and fully incorporated for all intents and purposes.

2. STANDARD OF CARE: The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

3. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

4. CHANGES: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.

5. TERM: This contract begins on the day of execution and continues for three years (3) thereafter. This contract may be renewed by written agreement of the parties for two (2) additional one year (1) terms. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any extension. The option to extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.

6. DELIVERY TIME OF COMMODITIES: If Supplies are ordered for delivery to the City by Company, at the request of City, the supplies will be delivered within one (1) day of said request. It is expressly understood and agreed, by and between Company and the City, that the time for the completion of the work described is a reasonable time for the completion of the same, taking into consideration the average climatic change and conditions and usual industrial conditions prevailing in this locality.

7. ACCESS TO INFORMATION: It is agreed that all information, data, reports and records and maps as are existing, available, and necessary for the carrying out of the work shall be furnished to Company by the City and its agencies. The City and its agencies will cooperate with Company in every way possible to facilitate the performance of the work described in the contract.

8. SCHEDULE AND DELIVERABLES: Company will perform the Work in accordance with the schedules/timetables described in greater detail in the attached Exhibit A. All of Company's reports and data will be submitted to the City in electronic format, using Microsoft Word, Excel, Access, and/or other computer software applications, as specified in Exhibit A. There is no minimum amount of commodities to be supplied for this contract. City is only responsible for commodities supplied by Company, at the rate described in greater detail in the attached Exhibit A.

9. APPROPRIATIONS: The obligations of the City to make payment under this Contract are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.

10. FINAL COMPLETION AND ACCEPTANCE: Within thirty one (31) days after the Company has given the City's Representative written notice that the work has been completed, or substantially completed, the City's Representative and the City shall inspect the work. If the work is found completed or substantially completed in accordance with the contract documents the City's Representative shall issue to the City and Company a certificate of completion. The work shall not be considered "completed" until such time as the certificate has been issued.

Substantial Compliance will be defined as the stage in the progress of the Work where the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work for its intended use.

11. COMPENSATION: The City shall compensate Company at a price per unit supplied to the City. Such prices are detailed in Exhibit A. City shall compensate Company only for units supplied to the City. Company will furnish an invoice to the City detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at PO Box 2110, Galveston, Texas 77553. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

12. DEFECTS AND THEIR REMEDIES: It is further agreed that if any part of the work or any material brought on the site for use in the work, is deemed by the City or City's Representative as unsuitable or not in conformity with plans, specifications, and contract documents, the Company shall, after receipt of written notice from the City's Representative, immediately remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract. It is further agreed that any remedial action shall be at Company's expense. No final payment shall be made to Company until that remedial action takes place.

13. INSURANCE REQUIREMENTS: Company shall provide all required City of Galveston certificates of coverage and all renewals throughout the duration of the Project. For each policy except Workers' Compensation protection, Company shall name the City as an additional insured and shall provide that the policy require the insurance carrier to notify the City a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are listed below. Company is responsible for ensuring all required insurance policies are valid for the

duration of the contract.

Required Insurance: The required insurance must be maintained throughout the duration of the work under this contract.

- a. Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:

\$2,000,000 general liability (includes products and personal, etc.)

\$1,000,000 fire damage

\$1,000,000 automobile damage

\$500,000 workers compensation employers' liability

Statutory limits for workers compensation

Insurance coverage shall be on an "**occurrence basis**".

14. TERMINATION: This Contract shall terminate upon the expiration of one year from the date of execution of this Contract. This Contract may be terminated prior to completion of the Work by either party upon 30 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, City shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination, and Company shall turn over to the City all documents, information, and Work produced to said date relating to the Project. Notwithstanding the above, Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Company or its subordinates and the City may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due the City from Company is determined.

The City may terminate this contract at any time by giving at least ten (10) days' notice in writing to Company. If the contract is terminated by the City as provided herein, Company will be paid for the time provided and expenses incurred up to the termination date.

15. FORCE MAJEURE: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

16. INDEMNIFICATION. FOR CONSIDERATION RECEIVED, Company shall, to the extent allowable, indemnify, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of the city. Company shall comply with the requirements of all

current applicable laws, rules and regulations and shall indemnify and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

17. REPORTS AND INFORMATION: Company, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

18. INDEPENDENT CONTRACTORS: The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

19. SUBCONTRACTOR: The term "Subcontractor", includes only those having a direct contract with the Company for performance of work on the project contemplated by these documents. Company shall submit the names and addresses of all proposed subcontractors to the City. Subcontractors may be disqualified by City for the same reason that a Contractor may be disqualified. City shall have no responsibility to any Subcontractor employed by Company for performance of work on the project contemplated by these contract documents, but Subcontractors will look exclusively to Company for any payments due to the Subcontractor.

20. PERMITS: Company shall obtain all necessary permits for completing the project at no costs to the City. All permits shall be visibly posted on the project site. All permits associated with the project shall be sole responsibility of Company.

21. ADJACENT STRUCTURES: Adjacent structures damaged by Company's work on the project must be satisfactorily restored to the City and to the owner of the adjacent structure at Company's cost and at no expense to the City.

22. PROTECTION OF PERSONS AND PROPERTY: Company is responsible for providing protection of persons and property, including safe working conditions throughout the progress of the project.

23. SANITATION: Necessary sanitary conveniences for the use of laborers on the work site, properly screened from public observation, shall be provided, constructed and maintained by the Company in such manner and at such points as shall be approved by the City's Representative. Company shall strictly enforce use of sanitary conveniences. The Company shall at all times keep the premises free from accumulations of debris and at the completion of the work, shall remove all such debris and all tools, scaffolding and surplus materials and shall leave the worksite clean. The work shall be left in good order and condition. In case of dispute or should Company fail to clean the premises, City may remove the debris and charge the cost to the Company.

24. ASSIGNMENT: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

25. CONSTRUCTION: In the event that any provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, and the remaining provisions shall be affected thereby to the least extent possible.

26. NO WAIVER: The failure of any party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Contract.

27. ENTIRE AGREEMENT: This Contract incorporates all provisions of the attached proposal for street materials within the City of Galveston, Texas in Exhibit A and constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract.

28. SEVERABILITY CLAUSE: The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

29. ATTORNEY'S FEES: In the event there is a dispute concerning this Contract, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

30. APPLICABLE LAW, VENUE, AND JURISDICTION: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work. By entering into this Contract, Company acknowledges that City is entering into this contract in its governmental capacity, and not a proprietary capacity.

31. COPYRIGHT: No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of Company.

32. NOTICES: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Suite 203
P. O. Box 779
Galveston, Texas 77553

Kelso Concrete Company
PO Box 2110
Galveston, Texas 77553

[SIGNATURES FOLLOW ON NEXT PAGE]
[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

Kelso Concrete Company

By: _____
Brian Maxwell, City Manager

By: John W. Kelso
John W. Kelso, President

ATTEST:

Janelle Williams, City Secretary

APPROVED AS TO FORM

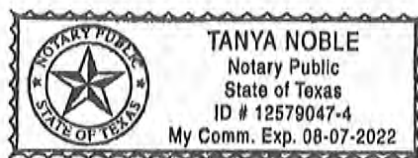
Assistant City Attorney

BY EXECUTION OF THIS AGREEMENT, COMPANY ACKNOWLEDGES RECEIPT
OF A COPY OF THIS CONTRACT.

THE STATE OF Texas §
Galveston COUNTY §

On this day, BEFORE ME, the undersigned, personally appeared John W. Kelso of **Kelso Concrete Company**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29th day of October, 2019.



Tanya Noble
Notary Public in and for
The State of Texas

Appendix A – Bid Document

Submittal Checklist: (To determine validity of bid)

☒ Appendix A (pages 10 through 19) must be included in the bid submittal.

☒ Appendix B – G (pages 20 through 27) all forms must be complete and included in the bid submittal.

By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices, and agreeing to their terms:

☒ Appendix B – Conflict of Interest

☒ Appendix E – Nepotism Statement

☒ Appendix C – House Bill 89 Verification

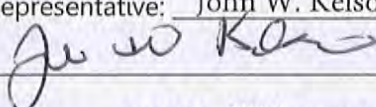
☒ Appendix F – Non-Collusion Statement

☒ Appendix D – Property Tax Statement

☒ Appendix G – Certification Regarding
Debarment

☒ Appendix J (pages 30 through 44) must be included in the bid submittal.

All bids submitted to the City of Galveston shall include this page with the submitted Bid.

ITB Number:	19-011A		
Project Title:	Street Materials		
Submittal Deadline:	Thursday, August 29, 2019 @ 2:00 p.m. CST		
Submit in person: City of Galveston Purchasing Division, 823 Rosenberg St., Room 306, Galveston, Texas 77550 or by mail: City of Galveston Purchasing Division, PO Box 779, Galveston, Texas 77553			
<u>Bidder Information:</u>			
Bidder's Legal Name:	Kelso Concrete Company		
Address:	PO Box 2110		
City, State & Zip	Galveston, Texas 77553		
Federal Employers Identification Number #	01-658415		
Phone Number:	409-740-0266	Fax Number:	409-740-0268
E-Mail Address:	skelso@jwkelso.com		
<u>Bidder Authorization</u>			
I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into a contract on behalf of the Bidder.			
Printed Name and Position of Authorized Representative: <u>John W. Kelso, President</u>			
Signature of Authorized Representative: 			
Signed this <u>29th</u> (day) of <u>August</u> (month), <u>2019</u> (year)			

Appendix A – Bid Document (continued)

I. ***REQUIRED BID INFORMATION. IN ORDER FOR A BID TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, BIDDER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION***

1. **Proposed Products and/or Services**

- A. Product or Service Description: Bidders should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix J. Promotional literature, brochures, or other technical information may be used.
- B. Additional Hardware Descriptions: Bidders should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.
- C. Material Safety Data Sheets (MSDS): If applicable, the successful Bidder shall provide the City with applicable MSDS documentation as required by applicable laws and regulations.
- D. Guarantees and Warranties: Each Bidder shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Bidder with the Bid submitted.
- E. Project Schedule/Delivery Date: Bidder must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the ITB. The Bid Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.
- F. Certain Construction and Installation Projects: Texas Government Code 2252 – Subchapter F – Section 2252.201, 2252.202, and 2252.203. A contract between the vendor and the City of Galveston must comply with the statutes above regarding the purchase of iron or steel products. Any iron or steel product produced through a manufacturing process and used in a project shall be produced in the United States. By signing Appendix A, vendor attests that the material provided is manufactured in the United States. A contract found non-compliant is subject to immediate termination by the City of Galveston.

2. **Cost of Proposed Products and/or Services**

- A. Pricing: Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Schedule of Pricing: Bidder shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format:

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
			\$	\$
			\$	\$
			\$	\$
		TOTAL ALL LINE ITEMS	\$	\$

3. Bidder's Experience / Staff

- A. Project Team: Identify all members of the Bidder's team (including both team members and management) who will be providing any services proposed and include information which details their experience.
- B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.
- C. Business Establishment: State the number of years the Bidder's business has been established and operating. If Bidder's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;
- State the number of years' experience the business has: 17; and the number of employees: 15.
- D. Project Related Experience: All Bids must include detailed information that details the Bidder's experience and expertise in providing the requested services that demonstrates the Bidder's ability to logically plan and complete the requested project.

4. References

Bidder shall provide three (3) references where Bidder has performed similar to or the same types of services as described herein. Bidder shall provide references not affiliated with the City of Galveston, or any of its employees.

Reference #1:

Client / Company Name: Marathon Petroleum	
Contact Name: Jeannie Wilson	Contact Title: Cost Engineer
Phone: 409-942-4044	Email: jbasham@marathonpetroleum.com
Date and Scope of Services Provided: Ready Mix Concrete Supplier	

Reference #2:

Client / Company Name: Forman Equipment & Contracting Services	
Contact Name: Glenn Forman	Contact Title: President
Phone: 409-770-0926	Email: gforman@formanequipment.com
Date and Scope of Services Provided: Ready Mix Concrete Supplier	

Reference #3:

Client / Company Name: Norman Bell Concrete Services	
Contact Name: Norman Bell	Contact Title: Owner
Phone: 409-944-0065	Email:
Date and Scope of Services Provided: Ready Mx Concrete Supplier	

5. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This bid ___ (does) X (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

6. Federal, State and/or Local Identification Information

- A. Centralized Master Bidders List registration number: Not Applicable.
- B. Prime contractor HUB / MWBE registration number: Not Applicable.
- C. An individual Bidder acting as a sole proprietor must also enter the Bidder's Social Security Number: #____-____-____. Not Applicable
- D. Dun and Bradstreet Number - Data Universal Numbering System (DUNS):
Not Applicable.
- E. All vendors contracting with the City of Galveston may be required to register, or have an active registration with the System for Award Management (SAM.gov). Registration is free. The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds. Registration must be completed prior to contract award by City Council. Registering online is accomplished on the SAM website here: <https://www.sam.gov/portal/SAM/##11#1>.

7. Cooperative Governmental Purchasing Notice

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this ITB from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

[X] Yes, Others can purchase purchase.

[] No, Only the City can

8. **Term of Contract and Option to Extend: Any contract resulting from this ITB shall be effective for three (3) years upon execution by the City of Galveston. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:**

- A. Option Clause: It is agreed that City will have the option to extend the contract for up to two (2) additional years, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.
- B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

Vendors shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the City. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.

- C. Price Increases Upon Extension: If approved by the City, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the City. The maximum increase allowed under this provision shall be four percent (4%) per year. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor's rates. City cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation. The escalation time frame will be determined by the City's Fiscal Year which begins in October and ends the following September. (example: FY 2017 October 1, 2016 – September 30, 2017)

FIRST ADDITIONAL YEAR (FY 2023) ESCALATION 4 %

SECOND ADDITIONAL YEAR (FY 2024) ESCALATION..... 4 %

9. **Emergency Business Services Contact Notice**

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **purchasing@galvestontx.gov**.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Galveston procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: Kelso Concrete

Contract #: 19-011A

Description: Ready Mix Concrete

Primary Contact (Name): Scott Kelso

Primary Contact Phone Numbers: Home: 409-744-9993 Cell: 409-370-7971

Secondary Contact (Name): John Kelso

Secondary Contact Phone Numbers: Home: 409-740-0266 Cell: 409-740-0268

After Hours emergency opening fee, if applicable: \$ 500.00 plant opening fee, plus \$350.00/hour
(4 hour minimum)

II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE BIDDER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED BID, ANY CONTRACT RESULTING FROM THIS ITB WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH BIDDER HEREBY ACKNOWLEDGES, AND TO WHICH BIDDER AGREES BY SUBMITTING A BID.

1. Delivery of Products and/or Services

- A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: accountspayable@galvestontx.gov. See Appendix I for ACH Payment Information, if you elect to receive your payments according to Appendix I, fill out the form and return with your documents.
- B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Bid, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. Late Delivery or Performance: If Bidder fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Bidder, who agrees to pay such costs within ten days of invoice.

- D. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Bidder. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Bidder at no additional cost to the City.
- E. Excess or Incorrect Commodities: Products or materials delivered in error or in excess of the quantity ordered shall be returned at the successful Bidder's expense, unless otherwise agreed to in writing by the City.
- F. Title to Goods and Risk of Loss: For goods to be provided by Bidders hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.
- G. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Force Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.
- H. Liquidated Damages: The parties agree that, if the Project is not completed within the time specified plus any extensions of time allowed pursuant thereto, the actual damages sustained by the Owner because of any such delay will be uncertain and difficult of ascertainment, and that the reasonable foreseeable value of the use of said project by the Owner would be the sum of \$250.00 per calendar day. The Contractor therefore agrees to pay, and the Owner agrees to accept, as liquidated damages and not as a penalty, the sum of \$250.00 per calendar day for each day's delay in fully completing said project beyond the time specified in the Contract and any extensions of such time allowed there under.
- I. Change Orders: per Texas Local Government Code
Sec. 252.048. CHANGE ORDERS. (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.
- (b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.
- (c) If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.
- (c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of \$100,000 or less, or a lesser

amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.

(d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

2. Miscellaneous

- A. Independent Contractor: Bidder agrees that Bidder and Bidder's employees and agents have no employer-employee relationship with City. Bidder agrees that if Bidder is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- B. Assignments: The rights and duties awarded the successful Bidder shall not be assigned to another without the written consent of the Purchasing Supervisor. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Liens: Bidder shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Bidder or Bidder's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. Gratuities / Bribes: Bidder certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative, to any City officer, employee or elected representative, with respect to this ITB or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- E. Financial Participation: Bidder certifies that it has not received compensation from the City to participate in preparing the specifications or ITB on which the Bid is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Bidder certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Authority to Submit Bid and Enter Contract: The person signing on behalf of Bidder certifies that the signer has authority to submit the Bid on behalf of the Bidder and to bind the Bidder to any resulting contract.
- H. Authority to Enter Contract – City: The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include "approved as to form" and be signed by the City Attorney before the City Manager will execute the contract. Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to

review by the City's Legal Department prior to being signed by the City Manager, (City's authorized representative).

- I. Compliance with Applicable Law: Bidder agrees that the contract will be subject to, and Bidder will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.
- J. Non-Discrimination: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin. (3) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

3. Financial Responsibility Provisions

- A. Insurance: The Bidder, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Services, Appendix J) as City may require, naming the City of Galveston as the additional insured:
 - i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
 - ii. Commercial General Liability insurance for at least One Million Dollars (\$1,000,000) on a per occurrence basis, with a Two Million (\$2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;
 - iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;
 - iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Services.

Insurance coverage shall be on an "occurrence basis"

- B. **Indemnification:** In Accordance with State Law, the contractor agrees to indemnify, save, and hold harmless the City of Galveston, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgments, or liabilities, for personal injury, death, or property damage resulting from the acts or omissions of anyone under the contractor's supervision or control.

In the event of any cause of action or claim asserted by a party to this agreement or any third party, the City will provide the contractor with timely notice of such claim, dispute or notice. Thereafter, the contractor shall at its own expense, faithfully and completely defend and protect the City against any and all liabilities arising from this claim, cause of action, or notice.

- i. **Indemnity for Intellectual Property:** Bidder hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.
- C. **Bond Requirements:** If applicable, per the Scope of Work, prior to the commencement of work on this Project, Bidder shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, unless otherwise stated below:
- i. Bid bonds are required for bids over \$25,000.00 in the amount of 5% of the total bid amount. This must be issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, or a Cashier's Check.
 - ii. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;
 - iii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and
 - iv. A maintenance bond insuring full and prompt maintenance, repair and/or replacement of the goods to be provided by Bidder for a period of two years from date of acceptance by the City.

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer's family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages

in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4A and 4B development corporations;
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Galveston who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer's family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a "Conflict of Interest Questionnaire" (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding "employment or business relationships" with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. ***The Finance Department is required by law to post the statements on the City's website.***

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE
USE
ONLY**Date
Received**1. Name of person who has a business relationship with local governmental entity.**

Kelso Concrete Company

2. ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.Not Applicable

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
☐ Yes ☐ No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
☐ Yes ☐ No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
☐ Yes ☐ No
- D. Describe each employment or business relationship with the local government officer named in this section.

4.

Signature of person doing business with the governmental entity

John W. Kelso, President

08/29/19

Date

Adopted 06-29-2007

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix C - House Bill 89 Verification

Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.
3. Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

I, John W. Kelso (Person name), the undersigned representative of (Company or

Business Name) Kelso Concrete Company (hereinafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

- a. Does not boycott Israel currently; and
- b. Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Galveston, Texas.

08-29-19

DATE

John W. Kelso
SIGNATURE OF COMPANY REPRESENTATIVE

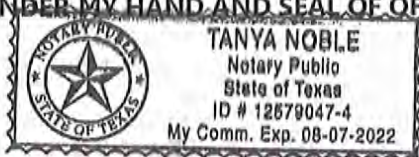
STATE OF Texas §

COUNTY OF Galveston §

On this day, BEFORE ME, the undersigned, personally appeared John W. Kelso, the President of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of August, 2019.

[SEAL]



Tanya Noble
NOTARY PUBLIC in and for the
State of Texas

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

Appendix D – Property Tax Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
"NON-RESPONSIVE."**

The City of Galveston, Texas has adopted the following policy:

The City of Galveston will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

 X I do not owe the City property taxes that are delinquent.

 I owe City property taxes that are delinquent on property located at

John W. Kelso, President

Bidder's Printed or Typed Name

John W. Kelso
Bidder's Signature

08/29/19

Date

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix E – Nepotism Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
"NON-RESPONSIVE."**

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Bidder or Proposer is an individual:

_____ I am not related by blood or marriage to any official or employee of the
City of Galveston

_____ I am related by blood or marriage to the following official(s) or employee(s)
of the City of Galveston

Name and title of City Official

Or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

☒ The officers of the company submitting this bid or proposal are not related by
blood or marriage to any official or employee of the City of Galveston.

_____ The officers of the company submitting this bid are related by blood or marriage to the
following official(s) or employee(s) of the City of Galveston.

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix F – Non-Collusion Statement

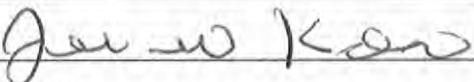
THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID IN COLLUSION WITH ANY OTHER BIDDER, AND THAT THE CONTENTS OF THIS BID AS TO PRICES, TERMS OR CONDITIONS OF SAID BID HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID.

VENDOR Kelso Concrete Company

ADDRESS PO Box 2110, Galveston, Texas 77553

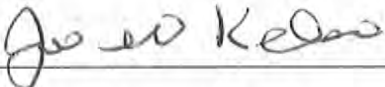
PHONE 409-740-0266

FAX 409-740-0268

BIDDER (SIGNATURE) 

BIDDER (PRINTED NAME) John W. Kelso

POSITION WITH COMPANY President

SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THIS BID 

COMPANY OFFICIAL
(PRINTED NAME) John W. Kelso

OFFICIAL POSITION President

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

Appendix G – Document 00435
The City of Galveston, Texas

**DOCUMENT 00435, REQUIRED BY ALL BIDDERS WHO WILL RECEIVE FEDERAL FUNDS IN
PAYMENT OF PROCUREMENT.**

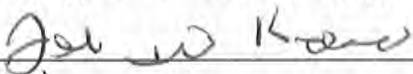
**BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION (49 CFR PART 29)**

The undersigned certifies, by submission of this Bid or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

John W. Kelso, Presidnet, Kelso Concrete Company

(Printed or typed Name of Signatory)



(Signature)

08/29/2019

(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix J – Scope of Services

1. Project Title: Bid 19-011A STREET MATERIALS.

2. Scope of Services Contact

Questions about the technical nature of the Scope of Services will be directed to the **Purchasing Department**, Phone. 409.797.3579, e-mail: purchasing@galvestontx.gov.

3. Special Conditions

There are no bonding requirements for this solicitation.

The following are required Federal Clauses that shall be returned with the Bid and are part of the contract documents herein.

**CITY OF GALVESTON BID # 19-011A
SPECIAL PROVISIONS FOR PROCUREMENT
FEDERAL REQUIREMENTS**

CONTENTS

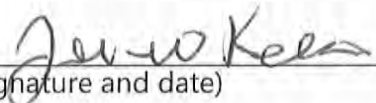
1. No Government Obligation to Third Parties
2. Program Fraud and False or Fraudulent Statements and Related Acts
3. Access to Records and Reports
4. Equal Employment Opportunity
5. Government-wide Debarment and Suspension (Nonprocurement)
6. Contract Work Hours and Safety Standards Act
7. Lobbying
8. Clean Air
9. Clean Water
10. Procurement of Recycled Materials
11. Department of Homeland Security Logo, Seal, and Flags
12. Compliance with Federal Law, Regulations, and Executive Orders

1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

John W. Kelso, President, Kelso Concrete Company
(printed name of signatory)

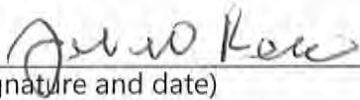
 08/29/2019
(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
31 U.S.C. 3801 et seq.

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., "Administrative Remedies for False Claims and Statements," apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

John W. Kelso, President, Kelso Concrete Company
(printed name of signatory)

 08/29/2019
(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

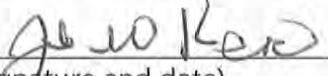
3. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

John W. Kelso, President, Kelso Concrete Company

(printed name of signatory)

 08/29/2019
(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

4. EQUAL EMPLOYMENT OPPORTUNITY

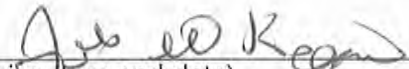
29 CFR Part 1630, 41 CFR Parts 60 et seq.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

John W. Kelso, President, Kelso Concrete Company
(printed name of signatory)

 08/29/2019
(signature and date)

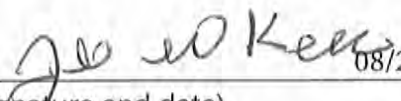
**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

5. GOVERNMENT-WIDE SUSPENSION AND DEBARMENT

By signing and submitting its bid or proposal, the bidder or proposer agrees to comply with the following:

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

John W. Kelso, President, Kelso Concrete Company
(printed name of signatory)

 08/29/2019
(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

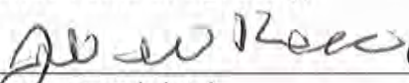
6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

29 CFR § 5.5(b)

- (1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) **Withholding for unpaid wages and liquidated damages** - The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) **Subcontracts** - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

John W. Kelso, President, Kelso Concrete Company

(printed name of signatory)

 08/29/2019
(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.

7. LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall 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 U.S.C. § 1352. Each tier shall 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 recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

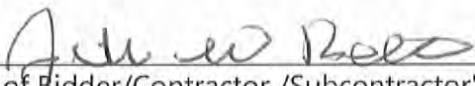
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Kelso Concrete Company, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq* apply to this certification and disclosure, if any.

Executed this 29th day of August, 20 19

By 
Signature of Bidder/Contractor /Subcontractor's Authorized Official

John W. Kelso, Kelso Concrete Company
Printed Name of Bidder/Contractor /Subcontractor's Authorized Official

President
Title of Authorized Official

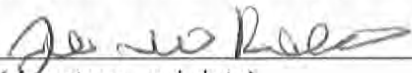
**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

8. CLEAN AIR
42 U.S.C. § 7401 et seq.

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

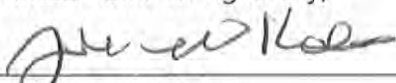
John W. Kelso, President, Kelso Concrete Company
(printed name of signatory)

 08/29/2019
(signature and date)

9. CLEAN WATER REQUIREMENTS
33 U.S.C. 1251 et seq.

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

John W. Kelso, President, Kelso Concrete Company
(printed name of signatory)

 08/29/2019
(signature and date)

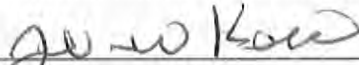
**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

**10. PROCUREMENT OF
RECOVERED MATERIALS
42 U.S.C. 6962**

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

John W. Kelso, President, Kelso Company Company

(printed name of signatory)

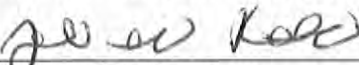
 08/29/2019
(signature and date)

11. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

John W. Kelso, President, Kelso Concrete Company

(printed name of signatory)

 08/29/2019
(signature and date)

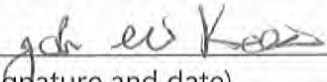
**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

12. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

John W. Kelso, President, Kelso Concrete Company

(printed name of signatory)

 08/29/2019

(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

4. **Bid Evaluation Factors – change below if necessary or delete –**

Factor
Price
Vendor Past Performance
Location of the Vendor
Meets Specifications

5. **Brand Manufacture Reference**

The City has determined that any manufacturer's brand defined in the Scope of Services meets the City's product and support need. The manufacturer's reference is not intended to be restrictive, and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Bid is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

6. **Key Events Schedule**

Bid Release Date	August 5, 2019
Deadline for Submittal of Written Questions	August 20, 2019 @ 2:00 p.m. CST
Sealed Bids Due to and Opened by City	August 29, 2019 @ 2:00 p.m. CST
Anticipated Committee Evaluation Review Date	August 2019
Anticipated Award Date	September 2019

7. **Scope of Services** **See following page.**

CITY OF GALVESTON, TEXAS
STREET MATERIALS ANNUAL REQUEST FOR BID
BID # 19-011A
PUBLIC INFRASTRUCTURE DEPARTMENT

	DESCRIPTION	PER TON - FOB GALVESTON	PER TON - FOB PLANT
		PER GALLON - FOB GALVESTON	PER GALLON - FOB PLANT
1	CONCRETE BID GALV	PER CUBIC YARD	***Please see attached Bid Qualifications.
	3500 PSI 5/8" GRAVEL (A) 3/8" GRAVEL	\$125.00/cy	
	3000 F 1.5" GRAVEL 1" GRAVEL	\$119.75/cy	
	3000 F 5/8" GRAVEL 3/8" GRAVEL	\$122.75/cy	
	3000 F 1" GRAVEL	\$119.75/cy	
	SACK 5/8" GRAVEL	No Bid	
	DESCRIPTION		
2	A. LIMESTONE: BASE #247 - Grade 1	GRADE 1 (PRICE PER TON) FOB GALVESTON	GRADE 1 (PRICE PER TON) FOB PLANT
	100 TO 500 TONS	No Bid	No Bid
	501 TO 1,000 TONS	No Bid	No Bid
	1,001 TO 1,500 TONS	No Bid	No Bid
	DESCRIPTION		
3	A. LIMESTONE: BASE #247 - Grade 2	GRADE 2 (PRICE PER TON) FOB GALVESTON	GRADE 2 (PRICE PER TON) FOB PLANT
	100 TO 500 TONS	No Bid	No Bid
	501 TO 1,000 TONS	No Bid	No Bid
	1,001 TO 1,500 TONS	No Bid	No Bid
	DESCRIPTION	PER TON - FOB GALVESTON	
4	CEMENT STABILIZED	PRICE PER TON	
	LIMESTONE: 7% MIX	No Bid	
	3/8" WASHED RIVER ROCK	\$52.00/TN	
	SAND: 1.5 SACK MIX	No Bid	
	(DELIVERED)		
	DESCRIPTION	PER GALLON - FOB GALVESTON	PER GALLON - FOB PLANT
5	Cationic Emulsion CRS-2 (Per GAL)	No Bid	No Bid
	DESCRIPTION	PER DRUM - FOB GALVESTON	PER DRUM - FOB PLANT
6	Cold Applied Crack & Joint Sealant (Per Drum)	No Bid	No Bid
	DESCRIPTION	PER GALLON - FOB GALVESTON	PER GALLON - FOB PLANT
7	Trackless Tack Oil (Per GAL)	No Bid	No Bid
	Pothole Tack/ Geotech Membrane		

KELSO CONCRETE CO.

BULK PLANT
PHONE: 409-744-9993
FAX: 409-744-9995

6200 HARBORSIDE DRIVE · GALVESTON, TEXAS 77554
MAILING ADDRESS:
P.O. BOX 2110 · GALVESTON, TEXAS 77553

ACCOUNTING DEPT
PHONE: 409-740-0266
FAX: 409-740-0268

City of Galveston
Purchasing Supervisor
City Hall, Room 302
823 Rosenberg
Galveston, Texas 77550

RE: Bid Qualifications
Bid 19-011A Street Materials
City of Galveston
Bid Date: 08/29/2019
Bid Opening: 2:00 PM

Item 8 – Term of Contract:

Based on material vendor price increases, prices are subject to increase 4% for the second and third year of the original term of contract. (ie: Fiscal Year 2021 and 2022)

The following items are additional delivery charges and fees.

- Fuel/Environmental Surcharge \$25.00/load
- Relocation Charge \$75.00/each
- There is an additional charge of \$50 for each cubic yard less than 9 cubic yards will apply to all ready mix deliveries. Each order greater than 10 cubic yards qualifies for one subsequent delivery on the same order, without the additional fees imposed.

We look forward to working with you in the future. If you need any additional information, please contact us.

Kelso Concrete Company
Phone: 409-740-0266
www.kelsoconcrete.com

READY MIXED CONCRETE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rust Ewing Watt and Haney, Inc. 7900 Emmett Lowry Expressway Texas City TX 77591		CONTACT NAME: Patsy Foster CIC PHONE (A/C, No, Ext): (409)934-8044 FAX (A/C, No): (409)935-1883 E-MAIL ADDRESS: patsy_foster@rustewing.com	
INSURED Kelso Concrete Company P.O. Box 2110 Galveston TX 77553		INSURER(S) AFFORDING COVERAGE INSURER A: Navigators Specialty Ins Co INSURER B: Travelers Prop Cas Co of America INSURER C: Navigators Insurance Company INSURER D: Texas Mutual Insurance Company INSURER E: Mitsui Sumitomo Insurance Company of An INSURER F:	
		NAIC # 36056 42307 22945	

COVERAGES

CERTIFICATE NUMBER:2019 KCC STANDARD

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			H019CGL228101IC	7/23/2019	7/23/2020	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☒ Limited Professional						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			BA-2N733186	7/23/2019	7/23/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
C	☐ UMBRELLA LIAB	☒ OCCUR		H019EXC812510IV	7/23/2019	7/23/2020	EACH OCCURRENCE \$ 9,000,000
	☒ EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$ 9,000,000
	DED ☐ RETENTION \$						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0012073902	7/23/2019	7/23/2020	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☒ N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	Includes USL&H and OCSLA						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Leased & Rented Equipment			CIM4112547	7/23/2019	7/23/2020	Per Item/Occurrence \$350,000
	Riggers Legal Liability						Per Occurrence \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ITB #19-011A - Street Materials. Leased & Rented Equipment includes Blanket Loss Payee. The General Liability and Auto policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder and the General Liability, Auto, and Workers Compensation policies include a blanket automatic waiver of subrogation endorsement that provides waiver of subrogation wording to the certificate holder. These endorsements, to the extent provided in the policy, all apply when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability policy will pay for a covered loss on a primary basis

CERTIFICATE HOLDER

CANCELLATION

purchasing@galvestontx.gov

City of Galveston
Purchasing Division
P. O. Box 779
Galveston, TX 77553

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

G Blystone CIC/PATSYF

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COMMENTS/REMARKS

and the Company will not seek contribution from the Certificate Holder for such loss.
Excess Liability policy follows form.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-555490

Date Filed:
10/25/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

KELSO CONCRETE COMPANY
GALVESTON, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

CITY OF GALVESTON

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

COG-CON-19-124
STREET MATERIALS BID 19-011A

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	KELSO, JOHN	GALVESTON, TX United States	X	

5 Check only if there is NO Interested Party.

☐

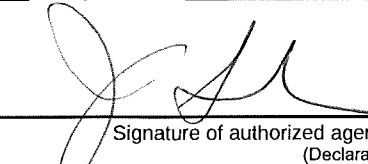
6 UNSWORN DECLARATION

My name is Jerri Strommen, and my date of birth is 1/4/57.

My address is 7225 Harborside Drive, Galveston, TX, 77554, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Galveston County, State of TEXAS, on the 25 day of October, 2019.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

CONTRACT FOR SUPPLY OF COMMODITIES

Street Materials

This Contract (the "Contract") is made and entered into this _____ day of November, 20__, by and between the City of Galveston (the "City"), a Texas home-rule municipality, and Martin Asphalt Company, located at 3 Riverway, Suite 1250, Houston, Texas 77056. By entering into this Agreement, Company agrees that City is entering into this agreement in its governmental capacity, and not a proprietary one.

WHEREAS, the City of Galveston desires to obtain commodity supply services in connection with street materials within the City of Galveston ("City") and Martin Asphalt Company ("Company") desires to provide such commodities; and

WHEREAS, this Agreement between the Parties consist of the terms and conditions set forth herein, and that documents, attached and incorporated for all purposes; Exhibit A identified as the proposal from Company for the following commodities:

Street Materials

Response to Bid 19-011A

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

1. **SCOPE OF SERVICES**: Company will provide supplies and services (the "Work") to the City in connection with the Project, such Work more specifically described in Exhibit A, attached and fully incorporated for all intents and purposes.
2. **STANDARD OF CARE**: The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
3. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.
4. **CHANGES**: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
5. **TERM**: This contract begins on the day of execution and continues for three years (3) thereafter. This contract may be renewed by written agreement of the parties for two (2) additional one year (1) terms. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any extension. The option to extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.
6. **DELIVERY TIME OF COMMODITIES**: If Supplies are ordered for delivery to the City by Company, at the request of City, the supplies will be delivered within one (1) day of said request. It is expressly understood and agreed, by and between Company and the City, that the time for the completion of the work described is a reasonable time for the completion of the same, taking into consideration the average climatic change and conditions and usual industrial conditions prevailing in this locality.

7. ACCESS TO INFORMATION: It is agreed that all information, data, reports and records and maps as are existing, available, and necessary for the carrying out of the work shall be furnished to Company by the City and its agencies. The City and its agencies will cooperate with Company in every way possible to facilitate the performance of the work described in the contract.

8. SCHEDULE AND DELIVERABLES: Company will perform the Work in accordance with the schedules/timetables described in greater detail in the attached Exhibit A. All of Company's reports and data will be submitted to the City in electronic format, using Microsoft Word, Excel, Access, and/or other computer software applications, as specified in Exhibit A. There is no minimum amount of commodities to be supplied for this contract. City is only responsible for commodities supplied by Company, at the rate described in greater detail in the attached Exhibit A.

9. APPROPRIATIONS: The obligations of the City to make payment under this Contract are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.

10. FINAL COMPLETION AND ACCEPTANCE: Within thirty one (31) days after the Company has given the City's Representative written notice that the work has been completed, or substantially completed, the City's Representative and the City shall inspect the work. If the work is found completed or substantially completed in accordance with the contract documents the City's Representative shall issue to the City and Company a certificate of completion. The work shall not be considered "completed" until such time as the certificate has been issued.

Substantial Compliance will be defined as the stage in the progress of the Work where the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work for its intended use.

11. COMPENSATION: The City shall compensate Company at a price per unit supplied to the City. Such prices are detailed in Exhibit A. City shall compensate Company only for units supplied to the City. Company will furnish an invoice to the City detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at 3 Riverway, Suite 1250, Houston, Texas 77056. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

12. DEFECTS AND THEIR REMEDIES: It is further agreed that if any part of the work or any material brought on the site for use in the work, is deemed by the City or City's Representative as unsuitable or not in conformity with plans, specifications, and contract documents, the Company shall, after receipt of written notice from the City's Representative, immediately remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract. It is further agreed that any remedial action shall be at Company's expense. No final payment shall be made to Company until that remedial action takes place.

13. INSURANCE REQUIREMENTS: Company shall provide all required City of Galveston certificates of coverage and all renewals throughout the duration of the Project. For each policy except Workers' Compensation protection, Company shall name the City as an additional insured and shall provide that the policy require the insurance carrier to notify the City a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are listed below. Company is responsible for ensuring all required insurance policies are valid for the

duration of the contract.

Required Insurance: The required insurance must be maintained throughout the duration of the work under this contract.

- a. Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:

\$2,000,000 general liability (includes products and personal, etc.)

\$1,000,000 fire damage

\$1,000,000 automobile damage

\$500,000 workers compensation employers' liability

Statutory limits for workers compensation

Insurance coverage shall be on an “**occurrence basis**”.

14. TERMINATION: This Contract shall terminate upon the expiration of one year from the date of execution of this Contract. This Contract may be terminated prior to completion of the Work by either party upon 30 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, City shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination, and Company shall turn over to the City all documents, information, and Work produced to said date relating to the Project. Notwithstanding the above, Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Company or its subordinates and the City may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due the City from Company is determined.

The City may terminate this contract at any time by giving at least ten (10) days' notice in writing to Company. If the contract is terminated by the City as provided herein, Company will be paid for the time provided and expenses incurred up to the termination date.

15. FORCE MAJEURE: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

16. INDEMNIFICATION. **FOR CONSIDERATION RECEIVED, Company shall, to the extent allowable, indemnify, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of the city. Company shall comply with the requirements of all**

current applicable laws, rules and regulations and shall indemnify and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

17. REPORTS AND INFORMATION: Company, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

18. INDEPENDENT CONTRACTORS: The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

19. SUBCONTRACTOR: The term "Subcontractor", includes only those having a direct contract with the Company for performance of work on the project contemplated by these documents. Company shall submit the names and addresses of all proposed subcontractors to the City. Subcontractors may be disqualified by City for the same reason that a Contractor may be disqualified. City shall have no responsibility to any Subcontractor employed by Company for performance of work on the project contemplated by these contract documents, but Subcontractors will look exclusively to Company for any payments due to the Subcontractor.

20. PERMITS: Company shall obtain all necessary permits for completing the project at no costs to the City. All permits shall be visibly posted on the project site. All permits associated with the project shall be sole responsibility of Company.

21. ADJACENT STRUCTURES: Adjacent structures damaged by Company's work on the project must be satisfactorily restored to the City and to the owner of the adjacent structure at Company's cost and at no expense to the City.

22. PROTECTION OF PERSONS AND PROPERTY: Company is responsible for providing protection of persons and property, including safe working conditions throughout the progress of the project.

23. SANITATION: Necessary sanitary conveniences for the use of laborers on the work site, properly screened from public observation, shall be provided, constructed and maintained by the Company in such manner and at such points as shall be approved by the City's Representative. Company shall strictly enforce use of sanitary conveniences. The Company shall at all times keep the premises free from accumulations of debris and at the completion of the work, shall remove all such debris and all tools, scaffolding and surplus materials and shall leave the worksite clean. The work shall be left in good order and condition. In case of dispute or should Company fail to clean the premises, City may remove the debris and charge the cost to the Company.

24. ASSIGNMENT: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

25. CONSTRUCTION: In the event that any provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, and the remaining provisions shall be affected thereby to the least extent possible.

26. NO WAIVER: The failure of any party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Contract.

27. ENTIRE AGREEMENT: This Contract incorporates all provisions of the attached proposal for street materials within the City of Galveston, Texas in Exhibit A and constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract.

28. SEVERABILITY CLAUSE: The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

29. ATTORNEY'S FEES: In the event there is a dispute concerning this Contract, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

30. APPLICABLE LAW, VENUE, AND JURISDICTION: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work. By entering into this Contract, Company acknowledges that City is entering into this contract in its governmental capacity, and not a proprietary capacity.

31. COPYRIGHT: No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of Company.

32. NOTICES: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Suite 203
P. O. Box 779
Galveston, Texas 77553

Martin Asphalt Company
3 Riverway, Suite 1250
Houston, Texas 77056

[SIGNATURES FOLLOW ON NEXT PAGE]
[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

Martin Asphalt Company

By: _____
Brian Maxwell, City Manager

By: _____
Victoria Spino, Sales Representative

ATTEST:

Janelle Williams, City Secretary

APPROVED AS TO FORM

Assistant City Attorney

BY EXECUTION OF THIS AGREEMENT, COMPANY ACKNOWLEDGES RECEIPT
OF A COPY OF THIS CONTRACT.

THE STATE OF TEXAS §
HARRIS COUNTY §

On this day, BEFORE ME, the undersigned, personally appeared Victoria Spino of Martin Asphalt Company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24th day of October, 2019.



Notary Public in and for
The State of Texas

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-554586

Date Filed:
10/23/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

MARTIN ASPHALT
SOUTH HOUSTON, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

CITY OF GALVESTON

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

COG-CON-19-125
BID 19-011A STREETS MATERIALS

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Victoria Espino, and my date of birth is 10/17/1989.

My address is 1814 Vickery (street), Houston (city), TX (state), 77039 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 23rd day of October, 2019.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



CERTIFICATE OF LIABILITY INSURANCE

5/1/2020

DATE (MM/DD/YYYY)
10/24/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 2100 ROSS AVENUE, SUITE 1400 DALLAS TX 75201 214-969-6700	CONTACT NAME:	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
INSURED 1302028 Martin Resource Management Corporation (See Listing Page 2) PO Box 191 Kilgore TX 75663	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: ACE American Insurance Company	22667
	INSURER B: Westchester Fire Insurance Company	10030
	INSURER C: See Attached	
	INSURER D: Gemini Insurance Company	10833
INSURER E: AXIS Surplus Insurance Company	26620	
	INSURER F:	

COVERAGES ***CERTIFICATE NUMBER: 16375959****REVISION NUMBER: XXXXXXXX**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ POLLUTION LIABILITY ☒ \$1M-SIR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	N	XSLG71234897	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Not Applicable PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	N	ISAH25281494	5/1/2019	5/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B E	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$0	Y	N	G27550277005 P-001-000135253-01	5/1/2019 5/1/2019	5/1/2020 5/1/2020	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	See Attached	5/1/2019	5/1/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	EXCESS AUTOMOBILE LIABILITY	Y	N	GVE100124705	5/1/2019	5/1/2020	LIMIT \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION** See Attachments

16375959 CITY OF GALVESTON 823 Rosenberg Galveston TX 77550	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

Producer: Lockton Companies, LLC
2100 Ross Ave., Suite 1400
Dallas, TX 75201

Insured: Martin Resource Management Corporation
Roddey Engineering Services, Inc
P.O. Box 191
Kilgore, TX 75663

WORKERS' COMPENSATION POLICIES

OTHER STATES

Policy Number: WLR C65895158
Insurer: Indemnity Insurance Co. of North America

California

Policy Number: WLR C65895195
Insurer: Ace American Insurance Co.

NAMED INSUREDS

MARTIN RESOURCE MANAGEMENT CORPORATION, MARTIN MIDSTREAM PARTNERS L.P.
AND/OR ANY OF THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES AND
INTERRELATED COMPANIES

AMERICAN SENTERFITT INSURANCE COMPANY, LTD.
ASPIRE AMERICA, INC.
BERRY PETROLEUM COMPANY
CENTRAL OIL CO., INC.
CROSS OIL REFINING & MARKETING, INC.
CROSS OIL REFINING & MARKETING, INC. DBA CROSS OIL PACKAGING
INTERNATIONAL GAS CONSULTING LLC
L & L OIL AND GAS SERVICES, L.L.C.
MARTIN ENERGY SERVICES LLC
MARTIN GAS SALES LLC
MARTIN INTEGRATED SULFUR SYSTEMS LLC
MARTIN OPERATING PARTNERSHIP L.P. DBA MARTIN LUBRICANTS
MARTIN MARINE
MARTIN MIDSTREAM GP LLC
MARTIN NATURAL GAS STORAGE CONSULTING LLC
MARTIN NATURAL GAS STORAGE CONSULTING LLC DBA INTERNATIONAL GAS CONSULTING
MARTIN OPERATING GP LLC
MARTIN OPERATING PARTNERSHIP L.P.
MARTIN OPERATING PARTNERSHIP L.P. DBA MEGA LUBRICANTS
MARTIN PRODUCT SALES LLC
MARTIN PRODUCT SALES LLC DBA ADVANTAGE FLUID PRODUCTS
MARTIN PRODUCT SALES LLC DBA GULF STATES ASPHALT CO.
MARTIN PRODUCT SALES LLC DBA MARTIN ASPHALT COMPANY
MARTIN PRODUCT SALES LLC DBA MONARCH OIL COMPANY
MARTIN RESOURCE LLC
MARTIN TRANSPORT, INC.
MARTIN UNDERGROUND STORAGE, INC.
MEH SOUTH TEXAS TERMINALS LLC
MIDSTREAM FUEL SERVICE LLC
MIDSTREAM FUEL SERVICE LLC DBA PETROLEUM ENERGY PRODUCTS COMPANY (PEPCO)
PRISM GAS SYSTEMS GP, L.L.C.
PRISM GAS SYSTEMS I L.P.
PRISM GAS SYSTEMS, INC.
PRISM GULF COAST SYSTEMS, L.L.C.
TRANSMAR, INC.
TALEN'S MARINE & FUEL LLC
MARTIN MIDSTREAM FINANCE CORP.
REDBIRD GAS STORAGE LLC
MOP MIDSTREAM HOLDINGS LLC
MARTIN ENERGY TRADING LLC
MARTIN MIDSTREAM NGL HOLDINGS, LLC
MARTIN MIDSTREAM NGL HOLDINGS II, LLC
ARCADIA GAS STORAGE, LLC
CARDINAL GAS STORAGE PARTNERS LLC
PERRYVILLE GAS STORAGE HOLDING LLC
PERRYVILLE GAS STORAGE II LLC
MONROE GAS STORAGE COMPANY, LLC
CADEVILLE GAS STORAGE HOLDING LLC
CARDINAL GAS CONSULTING LLC
MEH TERMINALS



City of Galveston INVITATION TO BID

Bid Reference Number: 19-011A

Project Title: Street Materials

Bid Closing Date: 2:00 P.M.(CST), Thursday, August 29, 2019

Original and one (1) copy and one media source required.
No bids submitted after the above deadline will be accepted.

Contact: City of Galveston Purchasing Department at
purchasing@galvestontx.gov or 409-797-3579.

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Galveston, Texas

Invitation to Bid

1. Introduction

- A. Project Overview: The City of Galveston is requesting Bids with the intent of awarding a contract for the purchase of goods and services contained in Appendix J– Scope of Services.
- B. Questions: Following are contacts for questions as identified.
 - i. ITB Clarifications: All questions related to requirements or processes of this ITB should be submitted in writing to the Purchasing Department. Contact information provided in section 2 below.
 - ii. Scope of Service Questions: All questions related to the scope of services should be submitted in writing to the contact person(s) noted in Appendix J – Scope of Services.
 - iii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this ITB will be issued in writing by addendum and posted to City website. All such addenda issued by City prior to the submittal deadline shall be considered part of the ITB. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
 - iv. Acknowledgement of Addenda: The Bidder must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Bid document or the submittal will marked Non-Responsive.
- C. Notification of Errors or Omissions: Bidders shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this ITB. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to any potential agreement with the City.
If no conflict exists the offeror must mark the form Not Applicable or NA submit with the bid packet.
- E. Disclosure of Interested Parties Form 1295: A person or business, who enters into a contract with the City, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission.

2. **Contact Information**

Mailing Address: City of Galveston, Purchasing Department, Room 306, PO Box 779, Galveston, Texas 77551

Physical Address: City of Galveston, Purchasing Department, 823 Rosenberg Street, Room 306, Galveston, Texas 77550

Email Address: purchasing@galvestontx.gov

3. **General Information**

- A. **Tax Exempt Status:** City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Bid. City will furnish Excise Tax Exemption Certificate upon request.
- B. **Public Inspection of Bids:** The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of ITB information. Bid Documents are not available for public inspection until after the contract award. If the Bidder has notified the City, in writing, that the Bid Document contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.
- C. All bidders are hereby put on notice that if the Bidder is awarded a contract for procurement of goods or services, the City of Galveston is entering into that contract in its governmental capacity, and not a proprietary capacity.
- D. The City of Galveston is required to verify, that company does not do business with Iran, Sudan, or any Foreign Terrorist Organization, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153.
- E. Pursuant to Texas Government Codes Chapters 880, 2270, Sections 880.001, 2270.001, and 2270.002; vendor is required to complete Appendix C (certifying that company does not Boycott Israel), in the solicitation document, if company has greater than 10 employees and/or the value of a contract resulting from the solicitation is valued at \$100,000 or greater.

4. **ITB Withdrawals and/or Amendments**

- A. **ITB Withdrawal:** The City reserves the right to withdraw this ITB for any reason.
- B. **ITB Amendments:** The City reserves the right to amend any aspect of this ITB by formal written Addendum prior to the Bid submittal deadline and will endeavor to notify all potential Bidders that have notified the Purchasing Department of their intent to bid, but failure to notify shall impose no obligation or liability on the City.

5. **Estimated Quantities**

The City does not guarantee to purchase any minimum or maximum quantity but does contemplate purchasing exclusively during the term of the contract from the successful vendor(s).

6. Bid Submittal Requirements

- A. Submittal Packet – How to submit: All bids must be submitted in person or by mail at the addresses in Section 2, above. No bids will be accepted electronically, either by fax or email. Bids submitted electronically will be marked non-responsive. Bids shall be sealed and marked clearly with the bid number, bid name, closing date and time, on the outside of the package or envelope. Unidentifiable bids will be unopened and marked as non-responsive.
- B. Submittal Packet – Required Contents: All items in this bid are considered part of the bid package. **Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature.** Bids not including all of the above will be considered non-responsive. A bid requires an Original signed document, copies, and a media source. Please mark the bids "Original" and "Copy" and label the media source (preferred media is a jump/thumb drive). Please submit the original and correct number of copies indicated on the title page, or bid will be marked "Non-responsive". Offerors must submit their bids on the forms provided herein, otherwise, it will be marked non-responsive.
- C. Submittal Deadline: The deadline for submittal of Bids shall be as identified on the title of the bid and on page 10 (ten) of Appendix A-Bid. It is the Offeror's responsibility to have the Bid Documents correctly submitted by the submittal deadline. No extensions will be granted and no late bids will be accepted.
- D. Bids Received Late: Bidders are encouraged to submit their bids as soon as possible. The time and date of receipt as recorded in the Purchasing Office shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Bids will not be considered under any circumstances.
- E. Alterations or Withdrawals of Bid Document: Any submitted Bid may be withdrawn or a revised bid substituted prior to the submittal deadline. Bid Documents cannot be altered, amended or withdrawn by the Bidder after the submittal deadline.
- F. Bid Document Format: All Bid Documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2" x 11" pages. The package must be in the order required in the Scope of Services. The submittal must be written in pen or typed, signatures must be signed in pen, and anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed in ink by the individual signing the bid. The City only accepts bids that are hand delivered or by mail, to the addresses in Section 2 of the bid documents. No fax or email copies will be considered and will be marked "Non-responsive".
- G. Questions and Responses: Questions regarding bids must be addressed to the Purchasing Department at purchasing@galvestontx.gov. The subject line must read "**Bid 19-011A Street Materials**". The question deadline will be addressed in Appendix J- Scope of Services. Responses will be answered after the question deadline in the form of an Addendum. No responses will be given to questions submitted after the deadline. Questions submitted outside of the Purchasing Department will not be answered and any communication with a User Department prior to award by City Council will disqualify a vendor from being considered for award.

- H. Pre-Bid Conferences: The date and time of a pre-bid conference, if necessary, will be found in Appendix J-Scope of Services.
- I. Validity Period: Once the submittal deadline has passed, any Bid Document shall constitute an irrevocable bid to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Bid Document. Such bid shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

7. Bid Evaluation and Contract Award

- A. Bid Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed Bids, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. Bid Documents will be opened publicly. The City will evaluate Bids using the best value method. During the evaluation process the City may initiate discussions with vendors. Discussions may not be initiated by offerors. **These discussions will be limited to issues and topics brought forth by the City. Any attempt by proposer or vendor at deviating from the issues and topics to discuss other issues and topics concerning the Bid brought forth by the City of Galveston shall be grounds for disqualification.** Vendors shall not contact any City of Galveston personnel during the Bid process without the express permission from the City's Purchasing Supervisor.
- B. All correspondence relating to this bid, from advertisement to award, shall be sent to the City of Galveston's Purchasing Department. All presentations and/or meetings between the City of Galveston and the vendor relating to this bid shall be coordinated by the City of Galveston Purchasing Department. A variety of factors may be used in the evaluation of the submitted Bids for this project. The anticipated evaluation factors and emphasis placed on each factor may be identified in the Scope of Services. City reserves the right to determine which Bid provides the City with the best value and which will be in the City's best interest. The City Council shall be sole judge in determining award. Per Texas Local Government Code § 252.043(b):
 - i. the purchase price;
 - ii. the reputation of the bidder's goods or services;
 - iii. the quality of the bidder's goods or services;
 - iv. the extent to which the goods or services meet the municipality's needs;
 - v. the bidder's past relationship with the municipality;
 - vi. the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses (HUB) and non-profit organizations employing persons with disabilities;
 - vii. the total long-term cost to the municipality to acquire the bidder's goods or services; and
 - viii. any relevant criteria specifically listed in the Invitation to Bid or proposals.
- C. Completeness: If the Bid Document is incomplete or otherwise fails to conform to the requirements of the ITB, the City alone will determine whether the variance is so significant as to render the Bid non-responsive.
- D. Ambiguity: Any ambiguity in the Bid Document as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all

conditions shall be construed in the favor of the City. In the event of a conflict between these standard ITB requirements and details provided in Appendix J – Scope of Services or Appendix A – Bid, the Appendices shall prevail.

- E. Unit Prices and Extensions: If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Bidder will be bound thereby.
- F. Additional Information: City may request any other information necessary to determine Bidder's ability to meet the minimum standards required by this ITB.
- G. Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Bidders based on the unit prices proposed in response to this request, or to reject any and all Bids and re-solicit for Bids, as deemed to be in the best interest of City.
- H. No Commitment: The Invitation to Bid does not commit the City of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a (bid/proposal) to this request, or to procure or contract for services or supplies.
- I. Protest Procedures: Any actual or prospective bidder/proposer who is allegedly involved with the solicitation or award of bid/proposal may submit a protest to the decision. The protest must be submitted in writing to the City of Galveston's Purchasing Supervisor within three working days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Supervisor will promptly issue a decision in writing to the protesting party.
 - i. All protest lodged by potential or actual bidders, contractors or proposers must be made in writing and contain the following information.
 - a. Name, address and telephone number of the protestor.
 - b. Identification of the solicitation or contract number and time.
 - c. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
 - d. Identification of the issue (s) to be resolved and statement of what relief is requested.
 - e. Arguments and authorities in support of the protest.
 - f. A statement that copies of the protest have been mailed or delivered to all interested parties in the invitation to bid or request for proposals process. In the case of request for proposals, the City of Galveston Purchasing Supervisor shall ask the protester to mail or deliver the protest to relevant parties.
 - ii. The City of Galveston's City Manager has the authority to render the final determination regarding the protest. Any determination rendered by the City of Galveston's City Manager will be final.
- J. Single Bid Response: If only one proposal or bid is received in response to the Request for Proposals/Bids, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.
- K. Re-Appropriation of Budget Items: The City may reduce the funds allocated and the services required under this Agreement at its discretion. The City shall notify Contractor in writing of this reduction. Contractor shall not perform any services subtracted from

this Agreement. The de-obligation of funds does not require any formal amendment of this Agreement but shall be evidenced by a revised budget approved by City Council.

- L. Appropriation of Funds: The City of Galveston has established an appropriation (allocation) of funds for this project, if in the event that appropriated (allocated) funds are exhausted, the contractor's only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.
- M. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Galveston for cause:
 - i) The successful bidder fails to perform in accordance with the provisions of these specifications; or
 - ii) The successful bidder violates any of the provisions of these specifications; or
 - iii) The successful bidder disregards laws or regulations of any public body having jurisdiction; or
 - iv) The successful bidder transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.
 - v) If one or more of the events identified in Subparagraphs M i) through iv) occurs, the City of Galveston may, terminate the contract by giving the successful bidder seven (7) days written notice of such termination. In such case, the successful bidder shall only be entitled to receive payment for goods and services provided before the effective date of termination. In the event this clause is exercised, the amount of such payment shall constitute the basis for settlement. The successful bidder shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
 - vi) When the contract has been so terminated by the City of Galveston, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.
- N. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed prior to termination; to the extent said services are satisfactory. In the event this clause is exercised, the amount of such payment shall constitute the basis for settlement.

8. Pursuant to Sec. 2-341 of the City Code – Declaration of Policy

- A. It is the policy of the City of Galveston to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all City of Galveston contracts. The purpose and objectives of this article are to:
 - i. Increase the capacity of local M/WBE's to provide products and services.
 - ii. Increase the opportunities for local M/WBE's to expand their business with the city and other public and private sector business entities.
- B. Provided, however, nothing herein shall require the city to award contracts for services or

procurements to a M/WBE which is not also the lowest responsive and responsible bidder and otherwise qualified unless the city may otherwise lawfully award the contract to someone other than the lowest responsive, responsible bidder.

- C. Additionally The City of Galveston has a Disadvantaged Business Enterprise, (DBE) program mandated by the US Department of Transportation, which is part of its M/WBE program.

Appendix A – Bid Document

Submittal Checklist: (To determine validity of bid)

- ☒ Appendix A (pages 10 through 19) must be included in the bid submittal.
- ☒ Appendix B – G (pages 20 through 27) all forms must be complete and included in the bid submittal.

By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices, and agreeing to their terms:

- ☒ Appendix B – Conflict of Interest
- ☒ Appendix C – House Bill 89 Verification
- ☒ Appendix D – Property Tax Statement
- ☒ Appendix E – Nepotism Statement
- ☒ Appendix F – Non-Collusion Statement
- ☒ Appendix G – Certification Regarding Debarment
- ☒ Appendix J (pages 30 through 44) must be included in the bid submittal.

All bids submitted to the City of Galveston shall include this page with the submitted Bid.

ITB Number:	19-011A
Project Title:	Street Materials
Submittal Deadline:	Thursday, August 29, 2019 @ 2:00 p.m. CST

Submit in person: City of Galveston Purchasing Division, 823 Rosenberg St., Room 306, Galveston, Texas 77550
or by mail: City of Galveston Purchasing Division, PO Box 779, Galveston, Texas 77553

Bidder Information:

Bidder's Legal Name:	Martin Asphalt Company		
Address:	3 RNERway, Suite 1250		
City, State & Zip	Houston, TX 77056		
Federal Employers Identification Number #	75 - 2081053		
Phone Number:	713-350-6852	Fax Number:	713-350-2801
E-Mail Address:	Victoria.espino@martinmlp.com		

Bidder Authorization

I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into a contract on behalf of the Bidder.

Printed Name and Position of Authorized Representative: Victoria Espino, Sales Rep.

Signature of Authorized Representative: [Signature]

Signed this 15th (day) of August (month), 2019 (year)

Appendix A – Bid Document (continued)

I. **REQUIRED BID INFORMATION. IN ORDER FOR A BID TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, BIDDER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION**

1. **Proposed Products and/or Services**

- A. Product or Service Description: Bidders should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix J. Promotional literature, brochures, or other technical information may be used.
- B. Additional Hardware Descriptions: Bidders should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.
- C. Material Safety Data Sheets (MSDS): If applicable, the successful Bidder shall provide the City with applicable MSDS documentation as required by applicable laws and regulations.
- D. Guarantees and Warranties: Each Bidder shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Bidder with the Bid submitted.
- E. Project Schedule/Delivery Date: Bidder must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the ITB. The Bid Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.
- F. Certain Construction and Installation Projects: Texas Government Code 2252 – Subchapter F – Section 2252.201, 2252.202, and 2252.203. A contract between the vendor and the City of Galveston must comply with the statutes above regarding the purchase of iron or steel products. Any iron or steel product produced through a manufacturing process and used in a project shall be produced in the United States. By signing Appendix A, vendor attests that the material provided is manufactured in the United States. A contract found non-compliant is subject to immediate termination by the City of Galveston.

2. **Cost of Proposed Products and/or Services**

- A. Pricing: Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Schedule of Pricing: Bidder shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format:

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
			\$	\$
			\$	\$
			\$	\$
		TOTAL ALL LINE ITEMS	\$	\$

3. Bidder's Experience / Staff

- A. Project Team: Identify all members of the Bidder's team (including both team members and management) who will be providing any services proposed and include information which details their experience.
- B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.
- C. Business Establishment: State the number of years the Bidder's business has been established and operating. If Bidder's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;
- State the number of years' experience the business has: 15; and the number of employees: 100.
- D. Project Related Experience: All Bids must include detailed information that details the Bidder's experience and expertise in providing the requested services that demonstrates the Bidder's ability to logically plan and complete the requested project.

4. References

Bidder shall provide three (3) references where Bidder has performed similar to or the same types of services as described herein. Bidder shall provide references not affiliated with the City of Galveston, or any of its employees.

Reference #1:

Client / Company Name: <u>Burleson County</u>	
Contact Name: <u>David Hildibrand</u>	Contact Title: <u>Commissioner</u>
Phone: <u>979-220-3732</u>	Email:
Date and Scope of Services Provided: <u>Asphalt Oils.</u>	

Reference #2:

Client / Company Name: <u>Dewitt County</u>	
Contact Name: <u>James Kaiser</u>	Contact Title: <u>Commissioner</u>
Phone: <u>361-935-4591</u>	Email:
Date and Scope of Services Provided: <u>Asphalt Oils.</u>	

Reference #3:

Client / Company Name: <u>Victoria County</u>	
Contact Name: <u>Kevin Janak</u>	Contact Title: <u>Commissioner</u>
Phone: <u>361-935-0560</u>	Email:
Date and Scope of Services Provided: <u>Asphalt Oils</u>	

5. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This bid ___ (does) ☒ (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

6. Federal, State and/or Local Identification Information

- A. Centralized Master Bidders List registration number: N/A
- B. Prime contractor HUB / MWBE registration number: N/A
- C. An individual Bidder acting as a sole proprietor must also enter the Bidder's Social Security Number: # N/A - ____ - ____.
- D. Dun and Bradstreet Number - Data Universal Numbering System (DUNS):
4-711-1751
- E. All vendors contracting with the City of Galveston may be required to register, or have an active registration with the System for Award Management (SAM.gov). Registration is free. The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds. Registration must be completed prior to contract award by City Council. Registering online is accomplished on the SAM website here: <https://www.sam.gov/portal/SAM/##11#1>.

7. Cooperative Governmental Purchasing Notice

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this ITB from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

☒ **Yes, Others can purchase purchase.**

☐ **No, Only the City can**

8. **Term of Contract and Option to Extend:** Any contract resulting from this ITB shall be effective for three (3) years upon execution by the City of Galveston. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

A. Option Clause: It is agreed that City will have the option to extend the contract for up to two (2) additional years, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.

B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

Vendors shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the City. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.

C. Price Increases Upon Extension: If approved by the City, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the City. The maximum increase allowed under this provision shall be four percent (4%) per year. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor's rates. City cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation. The escalation time frame will be determined by the City's Fiscal Year which begins in October and ends the following September. (example: FY 2017 October 1, 2016 – September 30, 2017)

FIRST ADDITIONAL YEAR (FY 2023) ESCALATION %

SECOND ADDITIONAL YEAR (FY 2024) ESCALATION..... %

9. **Emergency Business Services Contact Notice**

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **purchasing@galvestontx.gov**.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Galveston procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: Martin Asphalt Company

Contract #: 19-011A

Description: Street Materials

Primary Contact (Name): Victoria Espino

Primary Contact Phone Numbers: Home: _____ Cell: 713-304-5114

Secondary Contact (Name): Tom Hernandez

Secondary Contact Phone Numbers: Home: _____ Cell: 713-350-6812

After Hours emergency opening fee, if applicable: \$ _____

II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE BIDDER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED BID, ANY CONTRACT RESULTING FROM THIS ITB WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH BIDDER HEREBY ACKNOWLEDGES, AND TO WHICH BIDDER AGREES BY SUBMITTING A BID.

1. Delivery of Products and/or Services

- A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: accountspayable@galvestontx.gov. See Appendix I for ACH Payment Information, if you elect to receive your payments according to Appendix I, fill out the form and return with your documents.
- B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Bid, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. Late Delivery or Performance: If Bidder fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Bidder, who agrees to pay such costs within ten days of invoice.

- D. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Bidder. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Bidder at no additional cost to the City.
- E. Excess or Incorrect Commodities: Products or materials delivered in error or in excess of the quantity ordered shall be returned at the successful Bidder's expense, unless otherwise agreed to in writing by the City.
- F. Title to Goods and Risk of Loss: For goods to be provided by Bidders hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.
- G. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Force Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.
- H. Liquidated Damages: The parties agree that, if the Project is not completed within the time specified plus any extensions of time allowed pursuant thereto, the actual damages sustained by the Owner because of any such delay will be uncertain and difficult of ascertainment, and that the reasonable foreseeable value of the use of said project by the Owner would be the sum of \$250.00 per calendar day. The Contractor therefore agrees to pay, and the Owner agrees to accept, as liquidated damages and not as a penalty, the sum of \$250.00 per calendar pay for each day's delay in fully completing said project beyond the time specified in the Contract and any extensions of such time allowed there under.
- I. Change Orders: per Texas Local Government Code Sec. 252.048. CHANGE ORDERS. (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.
- (b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.
- (c) If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.
- (c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of \$100,000 or less, or a lesser

amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.

(d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

2. Miscellaneous

- A. Independent Contractor: Bidder agrees that Bidder and Bidder's employees and agents have no employer-employee relationship with City. Bidder agrees that if Bidder is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- B. Assignments: The rights and duties awarded the successful Bidder shall not be assigned to another without the written consent of the Purchasing Supervisor. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Liens: Bidder shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Bidder or Bidder's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. Gratuities / Bribes: Bidder certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative, to any City officer, employee or elected representative, with respect to this ITB or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- E. Financial Participation: Bidder certifies that it has not received compensation from the City to participate in preparing the specifications or ITB on which the Bid is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Bidder certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Authority to Submit Bid and Enter Contract: The person signing on behalf of Bidder certifies that the signer has authority to submit the Bid on behalf of the Bidder and to bind the Bidder to any resulting contract.
- H. Authority to Enter Contract – City: The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include "approved as to form" and be signed by the City Attorney before the City Manager will execute the contract. Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to

review by the City's Legal Department prior to being signed by the City Manager, (City's authorized representative).

- I. Compliance with Applicable Law: Bidder agrees that the contract will be subject to, and Bidder will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.
- J. Non-Discrimination: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin. (3) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

3. Financial Responsibility Provisions

- A. Insurance: The Bidder, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Services, Appendix J) as City may require, naming the City of Galveston as the additional insured:
 - i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
 - ii. Commercial General Liability insurance for at least One Million Dollars (\$1,000,000) on a per occurrence basis, with a Two Million (\$2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;
 - iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;
 - iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Services.

Insurance coverage shall be on an "occurrence basis"

- B. **Indemnification:** In Accordance with State Law, the contractor agrees to indemnify, save, and hold harmless the City of Galveston, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgments, or liabilities, for personal injury, death, or property damage resulting from the acts or omissions of anyone under the contractor's supervision or control.

In the event of any cause of action or claim asserted by a party to this agreement or any third party, the City will provide the contractor with timely notice of such claim, dispute or notice. Thereafter, the contractor shall at its own expense, faithfully and completely defend and protect the City against any and all liabilities arising from this claim, cause of action, or notice.

- i. **Indemnity for Intellectual Property:** Bidder hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.
- C. **Bond Requirements:** If applicable, per the Scope of Work, prior to the commencement of work on this Project, Bidder shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, unless otherwise stated below:
- i. Bid bonds are required for bids over \$25,000.00 in the amount of 5% of the total bid amount. This must be issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, or a Cashier's Check.
- ii. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;
- iii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and
- iv. A maintenance bond insuring full and prompt maintenance, repair and/or replacement of the goods to be provided by Bidder for a period of two years from date of acceptance by the City.

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer's family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4A and 4B development corporations;
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Galveston who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer's family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a "Conflict of Interest Questionnaire" (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding "employment or business relationships" with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. ***The Finance Department is required by law to post the statements on the City's website.***

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE
USE
ONLY**Date
Received**1. Name of person who has a business relationship with local governmental entity.**

N/A

2. ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship._____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
☐ Yes ☐ No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
☐ Yes ☐ No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
☐ Yes ☐ No
- D. Describe each employment or business relationship with the local government officer named in this section.

4.

Signature of person doing business with the governmental entity

Date

8/22/2019

Adopted 06-29-2007

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix C - House Bill 89 Verification

Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.
3. Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

I, Victoria Espino (Person name), the undersigned representative of (Company or Business Name) Martin Asphalt Company (hereinafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

- a. Does not boycott Israel currently; and
- b. Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Galveston, Texas.

8/22/2019
DATE

[Signature]
SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF TEXAS §
COUNTY OF HARRIS §

On this day, BEFORE ME, the undersigned, personally appeared Victoria Espino, the Sales rep. of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of August, 2019.

[SEAL]



[Signature]
NOTARY PUBLIC in and for the State of Texas

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

Appendix D – Property Tax Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
"NON-RESPONSIVE."**

The City of Galveston, Texas has adopted the following policy:

The City of Galveston will not do business with any person or business that owes delinquent property taxes to the City.

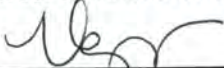
Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

☒ I do not owe the City property taxes that are delinquent.

☐ I owe City property taxes that are delinquent on property located at

Victoria Espino

Bidder's Printed or Typed Name



Bidder's Signature

8/20/2019

Date

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix E – Nepotism Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
"NON-RESPONSIVE."**

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Bidder or Proposer is an individual:

_____ I am not related by blood or marriage to any official or employee of the
City of Galveston

_____ I am related by blood or marriage to the following official(s) or employee(s)
of the City of Galveston

Name and title of City Official

Or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

☒ The officers of the company submitting this bid or proposal are not related by
blood or marriage to any official or employee of the City of Galveston.

_____ The officers of the company submitting this bid are related by blood or marriage to the
following official(s) or employee(s) of the City of Galveston.

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix F – Non-Collusion Statement

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID IN COLLUSION WITH ANY OTHER BIDDER, AND THAT THE CONTENTS OF THIS BID AS TO PRICES, TERMS OR CONDITIONS OF SAID BID HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID.

VENDOR Martin Asphalt Company
ADDRESS 3 Riverway, Ste 1250, Houston, TX 77056

PHONE 713-350-0852

FAX 713-350-2801

BIDDER (SIGNATURE) [Signature]

BIDDER (PRINTED NAME) Victoria Espino

POSITION WITH COMPANY Sales Representative

SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THIS BID [Signature]

COMPANY OFFICIAL
(PRINTED NAME) Tom Hernandez

OFFICIAL POSITION Sales and Marketing Manager

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

Appendix G – Document 00435
The City of Galveston, Texas

**DOCUMENT 00435, REQUIRED BY ALL BIDDERS WHO WILL RECEIVE FEDERAL FUNDS IN
PAYMENT OF PROCUREMENT.**

**BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION (49 CFR PART 29)**

The undersigned certifies, by submission of this Bid or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

Victoria Espino

(Printed or typed Name of Signatory)

[Signature]

(Signature)

8/22/2019

(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix H – No Intent to Submit Form

If your firm has chosen not to submit a bid for this procurement, please complete this form and submit to:

City of Galveston
Purchasing Division
PO Box 779
Galveston, Texas 77553

City of Galveston
Purchasing Division
823 Rosenberg St. Room 306
Galveston, Texas 77550

Please check all items that apply:

- | | |
|---|---|
| ☐ Do not sell the item(s) required | ☐ Cannot provide Insurance required |
| ☐ Cannot be competitive | ☐ Cannot provide Bonding required |
| ☐ Cannot meet specifications highlighted in the attached request | ☐ Cannot comply with Indemnification requirement |
| ☐ Job too large | ☐ Job too small |
| ☐ Do not wish to do business with the City of Galveston | ☐ Other: _____ |
| ☐ Cannot submit electronically | |

COMPANY NAME (Please print): _____ N/A

Authorized Officer Name (Please print): _____

Telephone: (____) _____ Fax: (____) _____

You may also email this form to: purchasing@galvestontx.gov.

Appendix J – Scope of Services

1. Project Title: Bid 19-011A STREET MATERIALS.

2. Scope of Services Contact

Questions about the technical nature of the Scope of Services will be directed to the **Purchasing Department**, Phone. 409.797.3579, e-mail: purchasing@galvestontx.gov.

3. Special Conditions

There are no bonding requirements for this solicitation.

The following are required Federal Clauses that shall be returned with the Bid and are part of the contract documents herein.

CITY OF GALVESTON BID # 19-011A SPECIAL PROVISIONS FOR PROCUREMENT FEDERAL REQUIREMENTS

CONTENTS

1. No Government Obligation to Third Parties
2. Program Fraud and False or Fraudulent Statements and Related Acts
3. Access to Records and Reports
4. Equal Employment Opportunity
5. Government-wide Debarment and Suspension (Nonprocurement)
6. Contract Work Hours and Safety Standards Act
7. Lobbying
8. Clean Air
9. Clean Water
10. Procurement of Recycled Materials
11. Department of Homeland Security Logo, Seal, and Flags
12. Compliance with Federal Law, Regulations, and Executive Orders

1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Victoria Espino

(printed name of signatory)

[Signature] 8/20/2019

(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
31 U.S.C. 3801 et seq.

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., "Administrative Remedies for False Claims and Statements," apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

Victoria Espino
(printed name of signatory)

[Signature] 8/22/2019
(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

3. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this contract:

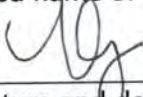
(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

Victoria Espino

(printed name of signatory)

 8/22/2019

(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

4. EQUAL EMPLOYMENT OPPORTUNITY
29 CFR Part 1630, 41 CFR Parts 60 et seq.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Victoria Espino
(printed name of signatory)

M. J. [Signature] 8/22/2019
(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

5. GOVERNMENT-WIDE SUSPENSION AND DEBARMENT

By signing and submitting its bid or proposal, the bidder or proposer agrees to comply with the following:

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Victoria Espino
(printed name of signatory)

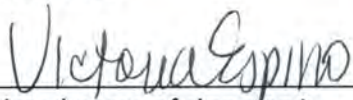
Weg 8/22/2019
(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

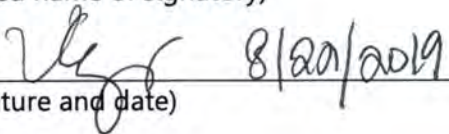
6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

29 CFR § 5.5(b)

- (1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) **Withholding for unpaid wages and liquidated damages** - The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) **Subcontracts** - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.



(printed name of signatory)



(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

7. LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall 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 U.S.C. § 1352. Each tier shall 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 recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Martin Asphalt Co., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq* apply to this certification and disclosure, if any.

Executed this 22 day of August, 2019

By [Signature]
Signature of Bidder/Contractor /Subcontractor's Authorized Official

VICTORIA ESPINO
Printed Name of Bidder/Contractor /Subcontractor's Authorized Official

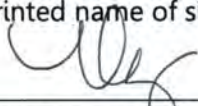
Sales Representative
Title of Authorized Official

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

8. CLEAN AIR
42 U.S.C. § 7401 et seq.

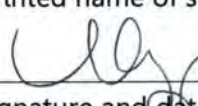
Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Victoria Espino
(printed name of signatory)
 8/22/2019
(signature and date)

9. CLEAN WATER REQUIREMENTS
33 U.S.C. 1251 et seq.

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Victoria Espino
(printed name of signatory)
 8/22/2019
(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

**10. PROCUREMENT OF
RECOVERED MATERIALS
42 U.S.C. 6962**

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Victoria Espino

(printed name of signatory)

[Signature] 8/22/2019

(signature and date)

11. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

Victoria Espino

(printed name of signatory)

[Signature] 8/22/2019

(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

12. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Victoria Espino
(printed name of signatory)

by 8/2/2019
(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

4. Bid Evaluation Factors – change below if necessary or delete –

Factor
Price
Vendor Past Performance
Location of the Vendor
Meets Specifications

5. Brand Manufacture Reference

The City has determined that any manufacturer's brand defined in the Scope of Services meets the City's product and support need. The manufacturer's reference is not intended to be restrictive, and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Bid is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

6. Key Events Schedule

Bid Release Date	August 5, 2019
Deadline for Submittal of Written Questions	August 20, 2019 @ 2:00 p.m. CST
Sealed Bids Due to and Opened by City	August 29, 2019 @ 2:00 p.m. CST
Anticipated Committee Evaluation Review Date	August 2019
Anticipated Award Date	September 2019

7. Scope of Services See following page.

CITY OF GALVESTON, TEXAS
STREET MATERIALS ANNUAL REQUEST FOR BID
BID # 19-011A

PUBLIC INFRASTRUCTURE DEPARTMENT

	DESCRIPTION	PER TON - FOB GALVESTON		PER TON - FOB PLANT	
		PER GALLON - FOB GALVESTON	PER GALLON - FOB PLANT	PER GALLON - FOB PLANT	PER GALLON - FOB PLANT
1	CONCRETE BID GALV				
	3500 PSI 5/8 GRAVEL (A)	PER CUBIC YARD			
	3000 F 1.5" GRAVEL	N/A			
	3000 F 5/8" GRAVEL				
	3000 F 1" GRAVEL				
	SACK 5/8" GRAVEL				
	DESCRIPTION				
	A. LIMESTONE:	GRADE 1	GRADE 1		
2	BASE #247 - Grade 1	(PRICE PER TON) FOB GALVESTON	(PRICE PER TON) FOB PLANT		
	100 TO 500 TONS	N/A			
	501 TO 1,000 TONS				
	1,001 TO 1,500 TONS				
	DESCRIPTION				
	A. LIMESTONE:	GRADE 2	GRADE 2		
3	BASE #247 - Grade 2	(PRICE PER TON) FOB GALVESTON	(PRICE PER TON) FOB PLANT		
	100 TO 500 TONS	N/A			
	501 TO 1,000 TONS				
	1,001 TO 1,500 TONS				
	DESCRIPTION				
4	CEMENT STABILIZED	PER TON - FOB GALVESTON	PER TON - FOB PLANT		
	LIMESTONE: 7% MIX	PRICE PER TON			
	3/8" WASHED RIVER ROCK	N/A			
	SAND: 1.5 SACK MIX				
	(DELIVERED)				
	DESCRIPTION				
5	Cationic Emulsion CRS-2 (Per GAL)	PER GALLON - FOB GALVESTON	PER GALLON - FOB PLANT		
		\$ 2.10 / gallon	\$ 2.00 / gallon		
	DESCRIPTION				
	Cold Applied Crack & Joint Sealant	PER DRUM - FOB GALVESTON	PER DRUM - FOB PLANT		
6	(Per Drum)	\$ 348 / drum	\$ 210 / drum		
	DESCRIPTION				
7	Trackless Tack Oil (Per GAL)	PER GALLON - FOB GALVESTON	PER GALLON - FOB PLANT		
	Pothole Tack/ Geotech Membrane	N/A			

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-533030

Date Filed:
08/26/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Martin Asphalt Company
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

CITY OF GALVESTON

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

19-011A
STREET MATERIALS

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



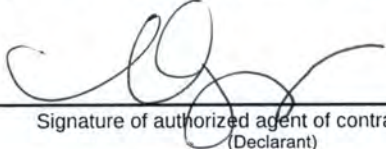
6 UNSWORN DECLARATION

My name is Victoria Espino, and my date of birth is 10/17/1989.

My address is 11814 Vickery, Houston, TX, 77039, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 26th day of August, 20 19.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



SAFETY DATA SHEET

SECTION 1) CHEMICAL PRODUCT AND SUPPLIER'S IDENTIFICATION

Product ID: 500527, 500528, 500529, 500530
Product Name: EZ-7 Cold Applied Crack Sealant
Revision Date: Jun 10, 2016
Version: 1.0
Manufacturer's Name: Martin Product Sales LLC
Address: P.O. Box 191, Kilgore, TX, US, 75663
Emergency Phone: CHEMTREC (800) 424-9300
Information Phone Number: 713-350-5350
Fax:
Product/Recommended Uses: Pavement Preservation, Crack Sealer.

Date Printed: Sept, 2016
Supersedes Date: N.A.

SECTION 2) HAZARDS IDENTIFICATION

Classification:

Carcinogenicity - Category 2

Pictograms:



Signal Word:

Warning

Hazardous Statements - Health:

Suspected of causing cancer

Precautionary Statements - General:

If medical advice is needed, have product container or label at hand.

Keep out of reach of children.

Read label before use.

Precautionary Statements - Prevention:

Do not handle until all safety precautions have been read and understood.

Wear protective gloves/protective clothing/eye protection/face protection.

Precautionary Statements - Response:

IF exposed or concerned: Get medical advice/attention.

Precautionary Statements - Storage:

Store locked up.

Precautionary Statements - Disposal:

Dispose of contents/container to disposal recycling center. Under RCRA it is the responsibility of the user of the product to determine at the time of disposal whether the product meets RCRA criteria for hazardous waste. Waste management should be in full compliance with federal, state and local laws.

Hazards Not Otherwise Classified (HNOC):

None.

SECTION 3) COMPOSITION / INFORMATION ON INGREDIENTS

CAS	Chemical Name	% By Weight
0008052-42-4	BITUMENS	50% - 65%
Proprietary	Inert fibers, fillers, and polymer modifiers	15% - 30%
0007732-18-5	Water	15% - 30%

SECTION 4) FIRST- AID MEASURES

Inhalation:

Remove source of exposure or move person to fresh air and keep comfortable for breathing. Immediately call a POISON CENTER/doctor. If breathing has stopped, trained personnel should begin rescue breathing or, if the heart has stopped, immediately start cardiopulmonary resuscitation (CPR) or automated external defibrillator.

If exposed or concerned: Get medical attention.

Skin Contact:

Rinse/wash with lukewarm, gently flowing water and mild soap for 5 minutes or until product is removed. If skin irritation occurs or you feel unwell: Get medical advice/attention.

Eye Contact:

If irritation occurs, cautiously rinse eyes with lukewarm, gently flowing water for 15-20 minutes, while holding the eyelids open. If eye irritation persists: Get medical advice/attention.

Ingestion:

If you feel unwell or if concerned: Get medical advice/attention.

Do NOT induce vomiting.

SECTION 5) FIRE-FIGHTING MEASURES

Suitable Extinguishing Media:

Dry chemical, foam, or carbon dioxide is recommended. Water spray is recommended to cool or protect exposed materials or structures. Carbon dioxide can displace oxygen. Use caution when applying carbon dioxide in confined spaces. Simultaneous use of foam and water on the same surface is to be avoided as water destroys the foam. Water or foam may cause frothing. If leak or spill has not ignited, use water spray to cool the containers and to provide protection for personnel attempting to stop the leak.

Unsuitable Extinguishing Media:

Do not use water in a jet.

Specific Hazards in Case of Fire:

Hazardous decomposition products include oxides of sulfur and various hydrocarbons.

Carbon monoxide, carbon dioxide and other oxides may be generated as products of combustion.

Dense smoke may be generated while burning.

Fire-fighting Procedures:

Isolate immediate hazard area and keep unauthorized personnel out. Stop spill/release if it can be done safely. Stay upwind and avoid smoke and fumes. Move undamaged containers from immediate hazard area if it can be done safely. Water spray may be useful in minimizing or dispersing vapors and to protect personnel.

Dispose of fire debris and contaminated extinguishing water in accordance with official regulations.

Do not use water on fire in tank or other containers since it may cause violent eruption and spreading of burning material. Use water on the outside, covered, exposed containers, to prevent pressure buildup which could result in container rupture and further propagation of fire.

Special Protective Actions:

Wear protective pressure self-contained breathing apparatus (SCBA) and full turnout gear.

Care should always be exercised in dust/mist areas.

SECTION 6) ACCIDENTAL RELEASE MEASURES

Emergency Procedure:

Immediately turn off or isolate any source of ignition. Keep unnecessary people away; isolate hazard area and deny entry. Do not touch or walk through spilled material. Clean up immediately. Prevent from spreading by making a barrier with sand, earth or other containment material. Collect with absorbent, non-combustible, inert material such as clay or sand, into suitable containers. Transfer to a container for disposal.

Large spills, once contained, may be picked up using explosion proof, non-sparking vacuum pumps, shovels, or buckets, and disposed of in suitable containers for disposal. Local authorities should be advised if significant spillages cannot be contained.

Spill procedures (water): Remove from surface by skimming or with suitable adsorbents. If a large spill occurs notify appropriate authorities.

If spilled material is cleaned up using a regulated solvent, the resulting waste mixture may be regulated.

Recommended equipment:

Respirator with cartridges for organic vapors of the type OV/P95.

Personal Precautions:

Avoid breathing vapor or mist. Avoid contact with skin, eyes or clothing. Do not touch damaged containers or spilled materials unless wearing appropriate protective clothing.

Environmental Precautions:

Stop spill/release if it can be done safely. Prevent spilled material from entering sewers, storm drains, other unauthorized drainage systems and natural waterways by using sand, earth, or other appropriate barriers.

SECTION 7) HANDLING AND STORAGE

General:

Wash hands after use.

Do not get in eyes, on skin or on clothing.

Do not breathe fumes/vapors.

Use good personal hygiene practices.

Eating, drinking and smoking in work areas is prohibited.

Remove contaminated clothing and protective equipment before entering eating areas.

Ventilation Requirements:

Use only with adequate ventilation to control air contaminants to their exposure limits. The use of local ventilation is recommended to control emissions near the source.

Storage Room Requirements:

Keep container(s) tightly closed and properly labeled. Store in cool, dry, well-ventilated areas, away from heat, direct sunlight, and strong oxidizers. Store in approved containers and protect against physical damage. Keep containers securely sealed when not in use. Indoor storage should meet OSHA standards and appropriate fire codes. Containers that have been opened must be carefully resealed to prevent leakage. Empty containers retain residue and may be dangerous.

SECTION 8) EXPOSURE CONTROLS/PERSONAL PROTECTION

Eye protection:

Chemical goggles, safety glasses with side shields or vented/splash proof goggles. Contact lenses may absorb irritants. Particles may adhere to lenses and cause corneal damage.

Skin protection:

Wear gloves, long sleeved shirt, long pants and other protective clothing as required to minimize skin contact.

Suitability and durability of a glove is dependent on usage, e.g. frequency and duration of contact, heat resistance of glove material, glove thickness, dexterity. Always seek advice from glove suppliers. Contaminated gloves should be replaced.

Respiratory protection:

If engineering controls do not maintain airborne concentrations to a level which is adequate to protect worker, a respiratory protection program that meets or is equivalent to OSHA 29 CFR 1910.134 and ANSI Z88.2 should be followed. Check with respiratory protective equipment suppliers. Where air-filtering respirators are suitable, select an appropriate combination of mask and filter. Select a filter suitable for combined particulate/organic gases and vapors.

Chemical Name	OSHA TWA (ppm)	OSHA TWA (mg/m3)	OSHA STEL (ppm)	OSHA STEL (mg/m3)	OSHA Tables (Z1, Z2, Z3)	OSHA Carcinogen	OSHA Skin designation	NIOSH TWA (ppm)	NIOSH TWA (mg/m3)	NIOSH STEL (ppm)	NIOSH STEL (mg/m3)	NIOSH Carcinogen
BITUMENS												1

Chemical Name	ACGIH TWA (ppm)	ACGIH TWA (mg/m3)	ACGIH STEL (ppm)	ACGIH STEL (mg/m3)	ACGIH Carcinogen	ACGIH Notations	ACGIH TLV Basis
BITUMENS		0.5			A4	A4; BEI	URT & eye irr

A4 - Not Classifiable as a Human Carcinogen, BEI - Substances for which there is a Biological Exposure Index or Indices, irr - Irritation, URT - Upper respiratory tract.

SECTION 9) PHYSICAL AND CHEMICAL PROPERTIES

Physical and Chemical Properties

Density	9.200-10.200 lb/gal
% Solids By Weight	68.000%
Density VOC	0.000 lb/gal
% VOC	0.000%
VOC Actual	0.000 lb/gal
VOC Actual	0.000 g/l
Specific Gravity	1.222
VOC Regulatory	0.000 lb/gal
VOC Regulatory	0.000 g/l
Appearance	Brown pudding
Odor Threshold	N.A.
Odor Description	Mild petroleum hydrocarbon
pH	Basic
Water Solubility	Dispersable
Flammability	Non Flammable
Flash Point Symbol	N.A.
Flash Point	N.A.
Viscosity	>500cSt at 104°F
Lower Explosion Level	N.A.
Upper Explosion Level	N.A.
Vapor Pressure	N.A.
Vapor Density	N.A.
Freezing Point	Unknown
Softening Point	N.A.
Low Boiling Point	212°F
High Boiling Point	Unknown
Auto Ignition Temp	N.A.
Decomposition Pt	Unknown
Evaporation Rate	Unknown
Partition Coefficient: n-Octanol/Water	Unknown

SECTION 10) STABILITY AND REACTIVITY

Stability:

Stable

Conditions to Avoid:

Avoid direct sunlight, extremes of temperatures and contact with incompatible materials.

Hazardous Polymerization:

Will not occur.

Incompatible Materials:

Acids strong oxidizing agents

Hazardous Decomposition Products:

A complex mixture of airborne solid, liquid, particulates and gases will evolve when this material undergoes pyrolysis or combustion. Carbon monoxide, hydrogen sulfide and other unidentified organic compounds may be formed upon combustion.

SECTION 11) TOXICOLOGICAL INFORMATION

Likely route of exposure:

Inhalation, ingestion, skin absorption

Skin Corrosion/Irritation:

No Data Available

Serious Eye Damage/Irritation:

No Data Available

Respiratory/Skin Sensitization:

No Data Available

Germ Cell Mutagenicity:

No Data Available

Carcinogenicity:

Suspected of causing cancer

Reproductive Toxicity:

No Data Available

Specific Target Organ Toxicity - Single Exposure:

No Data Available

Specific Target Organ Toxicity - Repeated Exposure:

No Data Available

Aspiration Hazard:

No Data Available

Acute Toxicity:

No data available.

Potential Health Effects - Miscellaneous

0008052-42-4 BITUMENS

Is an IARC carcinogen. Occupational exposures to straight-run bitumens and their emissions during road paving are possibly carcinogenic to humans (Group 2B).

SECTION 12) ECOLOGICAL INFORMATION

Toxicity:

No Data Available

Persistence and Degradability:

No Data Available.

Bio-accumulative Potential:

No Data Available.

Mobility in Soil:

No Data Available.

Other Adverse Effects:

No Data Available.

SECTION 13) DISPOSAL CONSIDERATIONS

Waste Disposal:

Under RCRA it is the responsibility of the user of the product to determine at the time of disposal whether the product meets RCRA criteria for hazardous waste. Waste management should be in full compliance with federal, state and local laws.

Empty Containers retain product residue which may exhibit hazards of material, therefore do not pressurize, cut, glaze, weld or use for any other purposes. Return drums to reclamation centers for proper cleaning and reuse.

SECTION 14) TRANSPORT INFORMATION

U.S. DOT Information:

Not regulated as a hazardous material for transportation.

IMDG Information:

This material is not classified as dangerous under IMDG regulations.

IATA Information:

This material is not classified as dangerous under IATA regulations.

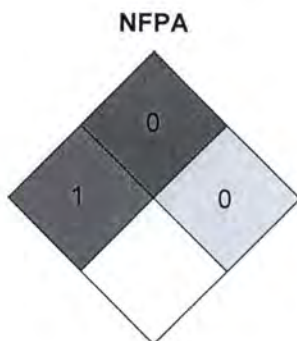
SECTION 15) REGULATORY INFORMATION

CAS	Chemical Name	% By Weight	Regulation List
0008052-42-4	BITUMENS	50% - 65%	DSL,SARA312,TSCA,TX_ESL,ACGIH
Proprietary	Inert fibers, fillers, and polymer modifiers	15% - 30%	DSL,SARA312,TSCA,TX_ESL,ACGIH,OSHA
0007732-18-5	Water	15% - 30%	DSL,SARA312,TSCA,TX_ESL,ACGIH,OSHA

SECTION 16) OTHER INFORMATION INCLUDING INFORMATION ON PREPARATION AND REVISION OF THE SDS

Glossary:

ACGIH- American Conference of Governmental Industrial Hygienists; ANSI- American National Standards Institute; Canadian TDG- Canadian Transportation of Dangerous Goods; CAS- Chemical Abstract Service; Chemtrec- Chemical Transportation Emergency Center (US); CHIP- Chemical Hazard Information and Packaging; DSL- Domestic Substances List; EC- Equivalent Concentration; EH40 (UK)- HSE Guidance Note EH40 Occupational Exposure Limits; EPCRA- Emergency Planning and Community Right-To-Know Act; ESL- Effects screening levels; HMIS- Hazardous Material Information Service; LC- Lethal Concentration; LD- Lethal Dose; NFPA- National Fire Protection Association; OEL- Occupational Exposure Limits; OSHA- Occupational Safety and Health Administration, US Department of Labor; PEL- Permissible Exposure Limit; SARA (Title III)- Superfund Amendments and Reauthorization Act; SARA 313- Superfund Amendments and Reauthorization Act, Section 313; SCBA- Self-Contained Breathing Apparatus; STEL- Short Term Exposure Limit; TCEQ - Texas Commission on Environmental Quality; TLV- Threshold Limit Value; TSCA- Toxic Substances Control Act Public Law 94-469; TWA - Time Weighted Value; US DOT- US Department of Transportation; WHMIS- Workplace Hazardous Materials Information System.



DISCLAIMER

Information provided in this Safety Data Sheet is considered accurate and reliable based on information issued from internal and outside sources to the best of Martin Operating Partnership L.P.'s knowledge; however, Martin Operating Partnership L.P. makes no representations, guarantees or warranties, expressed or implied, of merchantability or fitness for the particular purpose, regarding the accuracy of such information or the result to be obtained from the use thereof or as to the sufficiency of information herein presented. Martin Operating Partnership L.P. assumes no responsibility for injury to recipient or to third persons or for any damage to any property and recipient assumes all such risks.

This product may be formulated in part with components purchased from other companies. In many instances, especially when proprietary or trade secret materials are used, Martin Lubricants, a division of Martin Operating Partnership L.P., must rely upon information provided by the material manufacturers or distributors.

CONTRACT FOR SUPPLY OF COMMODITIES

Street Materials

This Contract (the "Contract") is made and entered into this _____ day of November, 20__, by and between the City of Galveston (the "City"), a Texas home-rule municipality, and H.D. Industries Inc., located at 135 CR 3217, Jacksonville, Texas 75766. By entering into this Agreement, Company agrees that City is entering into this agreement in its governmental capacity, and not a proprietary one.

WHEREAS, the City of Galveston desires to obtain commodity supply services in connection with street materials within the City of Galveston ("City") and H.D. Industries Inc. ("Company") desires to provide such commodities; and

WHEREAS, this Agreement between the Parties consist of the terms and conditions set forth herein, and that documents, attached and incorporated for all purposes; Exhibit A identified as the proposal from Company for the following commodities:

Street Materials

Response to Bid 19-011A

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

1. **SCOPE OF SERVICES**: Company will provide supplies and services (the "Work") to the City in connection with the Project, such Work more specifically described in Exhibit A, attached and fully incorporated for all intents and purposes.
2. **STANDARD OF CARE**: The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
3. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.
4. **CHANGES**: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
5. **TERM**: This contract begins on the day of execution and continues for three years (3) thereafter. This contract may be renewed by written agreement of the parties for two (2) additional one year (1) terms. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any extension. The option to extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.
6. **DELIVERY TIME OF COMMODITIES**: If Supplies are ordered for delivery to the City by Company, at the request of City, the supplies will be delivered within one (1) day of said request. It is expressly understood and agreed, by and between Company and the City, that the time for the completion of the work described is a reasonable time for the completion of the same, taking into consideration the average climatic change and conditions and usual industrial conditions prevailing in this locality.

7. ACCESS TO INFORMATION: It is agreed that all information, data, reports and records and maps as are existing, available, and necessary for the carrying out of the work shall be furnished to Company by the City and its agencies. The City and its agencies will cooperate with Company in every way possible to facilitate the performance of the work described in the contract.

8. SCHEDULE AND DELIVERABLES: Company will perform the Work in accordance with the schedules/timetables described in greater detail in the attached Exhibit A. All of Company's reports and data will be submitted to the City in electronic format, using Microsoft Word, Excel, Access, and/or other computer software applications, as specified in Exhibit A. There is no minimum amount of commodities to be supplied for this contract. City is only responsible for commodities supplied by Company, at the rate described in greater detail in the attached Exhibit A.

9. APPROPRIATIONS: The obligations of the City to make payment under this Contract are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.

10. FINAL COMPLETION AND ACCEPTANCE: Within thirty one (31) days after the Company has given the City's Representative written notice that the work has been completed, or substantially completed, the City's Representative and the City shall inspect the work. If the work is found completed or substantially completed in accordance with the contract documents the City's Representative shall issue to the City and Company a certificate of completion. The work shall not be considered "completed" until such time as the certificate has been issued.

Substantial Compliance will be defined as the stage in the progress of the Work where the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work for its intended use.

11. COMPENSATION: The City shall compensate Company at a price per unit supplied to the City. Such prices are detailed in Exhibit A. City shall compensate Company only for units supplied to the City. Company will furnish an invoice to the City detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at 135 CR 3217, Jacksonville, Texas 75766. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

12. DEFECTS AND THEIR REMEDIES: It is further agreed that if any part of the work or any material brought on the site for use in the work, is deemed by the City or City's Representative as unsuitable or not in conformity with plans, specifications, and contract documents, the Company shall, after receipt of written notice from the City's Representative, immediately remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract. It is further agreed that any remedial action shall be at Company's expense. No final payment shall be made to Company until that remedial action takes place.

13. INSURANCE REQUIREMENTS: Company shall provide all required City of Galveston certificates of coverage and all renewals throughout the duration of the Project. For each policy except Workers' Compensation protection, Company shall name the City as an additional insured and shall provide that the policy require the insurance carrier to notify the City a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are listed below. Company is responsible for ensuring all required insurance policies are valid for the

duration of the contract.

Required Insurance: The required insurance must be maintained throughout the duration of the work under this contract.

- a. Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:

\$2,000,000 general liability (includes products and personal, etc.)

\$1,000,000 fire damage

\$1,000,000 automobile damage

\$500,000 workers compensation employers' liability

Statutory limits for workers compensation

Insurance coverage shall be on an "**occurrence basis**".

14. TERMINATION: This Contract shall terminate upon the expiration of one year from the date of execution of this Contract. This Contract may be terminated prior to completion of the Work by either party upon 30 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, City shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination, and Company shall turn over to the City all documents, information, and Work produced to said date relating to the Project. Notwithstanding the above, Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Company or its subordinates and the City may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due the City from Company is determined.

The City may terminate this contract at any time by giving at least ten (10) days' notice in writing to Company. If the contract is terminated by the City as provided herein, Company will be paid for the time provided and expenses incurred up to the termination date.

15. FORCE MAJEURE: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

16. INDEMNIFICATION. **FOR CONSIDERATION RECEIVED**, Company shall, to the extent allowable, indemnify, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of the city. Company shall comply with the requirements of all

current applicable laws, rules and regulations and shall indemnify and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

17. REPORTS AND INFORMATION: Company, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

18. INDEPENDENT CONTRACTORS: The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

19. SUBCONTRACTOR: The term "Subcontractor", includes only those having a direct contract with the Company for performance of work on the project contemplated by these documents. Company shall submit the names and addresses of all proposed subcontractors to the City. Subcontractors may be disqualified by City for the same reason that a Contractor may be disqualified. City shall have no responsibility to any Subcontractor employed by Company for performance of work on the project contemplated by these contract documents, but Subcontractors will look exclusively to Company for any payments due to the Subcontractor.

20. PERMITS: Company shall obtain all necessary permits for completing the project at no costs to the City. All permits shall be visibly posted on the project site. All permits associated with the project shall be sole responsibility of Company.

21. ADJACENT STRUCTURES: Adjacent structures damaged by Company's work on the project must be satisfactorily restored to the City and to the owner of the adjacent structure at Company's cost and at no expense to the City.

22. PROTECTION OF PERSONS AND PROPERTY: Company is responsible for providing protection of persons and property, including safe working conditions throughout the progress of the project.

23. SANITATION: Necessary sanitary conveniences for the use of laborers on the work site, properly screened from public observation, shall be provided, constructed and maintained by the Company in such manner and at such points as shall be approved by the City's Representative. Company shall strictly enforce use of sanitary conveniences. The Company shall at all times keep the premises free from accumulations of debris and at the completion of the work, shall remove all such debris and all tools, scaffolding and surplus materials and shall leave the worksite clean. The work shall be left in good order and condition. In case of dispute or should Company fail to clean the premises, City may remove the debris and charge the cost to the Company.

24. ASSIGNMENT: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

25. CONSTRUCTION: In the event that any provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, and the remaining provisions shall be affected thereby to the least extent possible.

26. NO WAIVER: The failure of any party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Contract.

27. ENTIRE AGREEMENT: This Contract incorporates all provisions of the attached proposal for street materials within the City of Galveston, Texas in Exhibit A and constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract.

28. SEVERABILITY CLAUSE: The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

29. ATTORNEY'S FEES: In the event there is a dispute concerning this Contract, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

30. APPLICABLE LAW, VENUE, AND JURISDICTION: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work. By entering into this Contract, Company acknowledges that City is entering into this contract in its governmental capacity, and not a proprietary capacity.

31. COPYRIGHT: No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of Company.

32. NOTICES: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Suite 203
P. O. Box 779
Galveston, Texas 77553

H.D. Industries Inc.
135 CR 3217
Jacksonville, Texas 75766

[SIGNATURES FOLLOW ON NEXT PAGE]
[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

H.D. Industries Inc.

By: _____
Brian Maxwell, City Manager

By: Harold Dillingham
Harold Dillingham

ATTEST:

Janelle Williams, City Secretary

APPROVED AS TO FORM

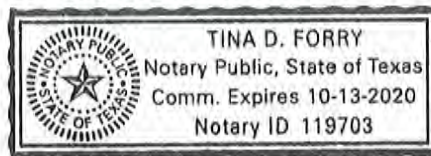
Assistant City Attorney

BY EXECUTION OF THIS AGREEMENT, COMPANY ACKNOWLEDGES RECEIPT
OF A COPY OF THIS CONTRACT.

THE STATE OF TEXAS §
§
DALLAS COUNTY §

On this day, BEFORE ME, the undersigned, personally appeared Harold Dillingham of **H.D. Industries Inc.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23 day of October, 2019.



Tina D. Forry
Notary Public in and for
The State of TEXAS

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-554707

Date Filed:
10/23/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

H.D Industries, INC
JACKSONVILLE, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Galveston

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

COG-CON-19-123
PHPM-50 Pothole Tack/Geotech Membrane

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is HAROLD DILLINGHAM, and my date of birth is 8-15-36.

My address is 135 COUNTY ROAD 3217, JACKSONVILLE, TX, 75766, US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in CHEROKEE County, State of TEXAS, on the 23 day of OCTOBER, 20 19.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



HDINDUS-01

KBOND

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hibbs - Hallmark & Co PO Box 8357 Tyler, TX 75711	CONTACT NAME: PHONE (A/C, No, Ext): (903) 561-8484 E-MAIL ADDRESS: FAX (A/C, No): (903) 581-5988
INSURED H. D. Industries Inc. P. O. Box 8250 Jacksonville, TX 75766	INSURER(S) AFFORDING COVERAGE INSURER A : Illinois National Ins. Co. NAIC # 23817 INSURER B : National Union Fire Ins Co of Pittsburgh, PA INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

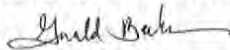
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:		06LX0196602129	6/9/2019	6/9/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY		06CA01965602710	6/9/2019	6/9/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB EXCESS LIAB DED ☒ RETENTION \$ 25,000 ☒ OCCUR CLAIMS-MADE		29UD01584612410	6/9/2019	6/9/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
As required by written contract, The City of Galveston is included as an additional insured per form CG 20 15 07 04.

CERTIFICATE HOLDER

CANCELLATION

City of Galveston Purchasing Division 823 Rosenberg St., Room 306 Galveston, TX 77550	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---



H.D. Industries, Inc.

Pro-Patch Pothole Patcher

P.O. Box 8250 / Jacksonville, TX 75766 / (903) 586-6126 / www.pro-patch.com

To Whom It May Concern:

PROJECT RELATED EXPERIENCE

H.D. Industries has over 41 years of experience designing and building quality, durable, long lasting asphalt pothole patchers. Over the years, we have built patch truck oil tanks for MC, RC cut back road oils. AC crack sealing tank, anionic and cationic emulsions. For the past 14 years H.D. Industries has used PHPM 50 emulsion tack oil in our demonstrator. PHPM50 has proven to be the best emulsion oil on the market. When properly used it will not stop up the emulsion pump or lines and eliminates sludge build-up in the tank. H.D Industries has been marketing PHPM 50 coast to coast in the USA for about 12 years. I hope this information will be helpful for you.

Best Regards,

Harold Dillingham

Harold Dillingham
President

City of Galveston, Texas

Bid 19-011A Street Materials

Cost of Proposed Products and/ or Services

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
PHPM-50	4000 gallons tanker	Pothole Tack/Geotech Membrane UL Certified for safe contact with all drinking water sources	\$7.85 per gallon	\$31,400

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
PHPM-50	18 / 275-gallon totes	Pothole Tack/Geotech Membrane UL Certified for safe contact with all drinking water sources	\$8.31 per gallon	\$41,134.50

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
PHPM-50	9 / 275-gallon totes	Pothole Tack/Geotech Membrane UL Certified for safe contact with all drinking water sources	\$8.48 per gallon	\$20,988

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
PHPM-50	1 / 275-gallon tote	Pothole Tack/Geotech Membrane UL Certified for safe contact with all drinking water sources	\$8.86 per gallon	\$2,436.50

CERTIFICATE OF COMPLIANCE

Certificate Number 20160629 - MH19956
Report Reference MH19956 - 19990908
Issue Date 2016-JUNE-29

Issued to: PROFESSIONAL COATING TECHNOLOGIES INC
1001 Mt Lebanon Rd
Cedar Hill, TX 75104 USA

**This is to certify that
representative samples of** Drinking Water System Components
Trade Designation - PHPM-50

Have been investigated by UL in accordance with the
Standard(s) indicated on this Certificate.

Standard(s) for Safety: NSF/ANSI 61, Drinking Water System Components - Health
Effects.

Additional Information: See the UL Online Certifications Directory at
www.ul.com/database for additional information

Only those products bearing the UL Certification Mark should be considered as being covered by UL's
Certification and Follow-Up Service.

Look for the UL Certification Mark on the product.

B. Mahlen

Bruce Mahlenholz, Director North American Certification Program
UL LLC

Any information and documentation involving UL Mark services are provided on behalf of UL LLC (UL) or any authorized licensee of UL. For questions, please
contact a local UL Customer Service Representative at <http://ul.com/aboutul/locations/>





WE PROTECT YOUR WATER

SAFETY DATA SHEET (MSDS)

Effective Date: 02/15/2017

Replaces: N/A

PHPM-50

SECTION 1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product Name: PHPM-50		Formula: Mixture
Synonyms/Common Names: Environmental Friendly Pot Hole Membrane		
Manufacturer/Contact Info: Professional Coating Technologies, Inc. 1001 Mt Lebanon Road Cedar Hill Texas 75104		General Phone Number: 972.291.7474 Emergency Phone Number: 1.800.424.9300 Chemtrec, 24 hours/day, 7 days/week)

SECTION 2. HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW

WARNING

Do not let hot material contact skin or eyes. Fumes, mists or vapors may cause eye, skin or respiratory irritation.

POTENTIAL HEALTH EFFECTS

Note: This product may be warm (approximately 80 deg f - 125 °F), Significant airborne emissions (fumes, mists, vapors) from this product are considered unlikely under normal use and working conditions.

Primary Routes of Exposure:

Eyes, skin, inhalation.

Eye Contact:

May produce cause blindness and burns if it get in the eyes at elevated temperature. Effects may become more serious with repeated or prolonged contact. Direct contact with hot material can cause thermal burns. Fumes, vapors or mists may be irritating.

Skin Contact:

May produce irritation and burns. Symptoms may include redness, an itching or burning sensation, and/or swelling of the skin. May cause skin damage. Direct contact with hot material can cause severe thermal burns. There may be an increased sensitivity to the sun (photosensitization) when the skin is exposed to petroleum asphalt emissions (fumes, vapors or mists). May scratch the skin causing irritation. See Section 11 for additional information.

Skin Absorption:

Not expected to be a significant exposure route following short-term exposure. Repeated or prolonged exposure may result in absorption of component petroleum distillates. See Section 11 for additional information.

POTENTIAL HEALTH EFFECTS

Inhalation:

Emissions from the heated material may have an unpleasant odor and may cause moderate to severe irritation of the mucous membranes and upper respiratory tract, headaches, nausea and dizziness.

See Section 11 for additional information

Ingestion:

Asphaltine has a low toxicity when ingested: however, chewing and swallowing asphalt may cause gastrointestinal effects. Gastric masses (Bezoars) and stomach (pyloric) obstructions have been reported in individuals who have chewed and swallowed asphalt. Aspiration of product into lungs may occur when vomiting, and may result in pulmonary edema and/or chemical pneumonia.

Effects Following Prolonged or Repeated Exposure:

Prolonged and repeated exposure may cause skin disorders and/or effects on the lung. See Section 11 for additional information.

Carcinogenicity: Studies of workers exposed to asphalt have not established an association between asphalt fumes and cancer and other lung diseases in man.

Signs and Symptoms of Exposure:

Repeated or prolonged exposure may cause skin disorders such as dermatitis (reddening, itching, cracking, inflammation), folliculitis, acne-like lesions, bronchitis, pneumonitis (inflammation of the lungs), reduced appetite, abnormal fatigue.

Medical Conditions Aggravated by Exposure:

Pre-existing medical conditions that may be aggravated by exposure include disorders of the eye, skin and/or lung (including asthma and/or other breathing disorders).

SECTION 3. COMPOSITION INFORMATION ON INGREDIENTS

Hazardous Components	CAS No.	% by Weight
Asphaltine	8052-42-4	40-65
Surfactant	Trade secret	5-10
Flow agents	Trade Secret	.5 - 10
Wetting agents	Trade Secret	2-6
Water		30-45

SECTION 4. FIRST AID MEASURES

Eyes:

Seek medical help at once. Immediately flush eye(s) with plenty of clean water for at least 15 minutes, while holding the eyelid(s) open. Occasionally lift the eyelid(s) to ensure thorough rinsing. Beyond flushing, do not attempt to remove material from the eye(s). Contact a physician. Thermal burns require immediate medical attention.

Skin:

Clean exposed skin with soap or mild detergent and large amounts of water until all material is removed from the skin. Do not use solvents or thinners to remove material from skin.

Inhalation:

Remove person to fresh air. If lung irritation persists or later develops, contact a physician. If not breathing, initiate rescue breathing, give oxygen by trained personnel and get immediate medical attention. Do not attempt to rescue victim from confined spaces without adequate protective equipment.

Ingestion:

If swallowed, do not induce vomiting. Drink a large volume of water and get immediate medical attention. Never give anything by mouth to an unconscious person. If vomiting occurs, keep head lower than hips to prevent aspiration.

Notes to Physician:

In general, emesis induction is unnecessary in high viscosity, low volatility products. Patients may be predisposed to pneumonia during convalescence, and should be kept under observation. Contact a Poison Center for additional treatment information.

For emergencies, contact 1 800 424 9300 Chemtrec, 24 hours/day, 7 days/week.

SECTION 5. FIREFIGHTING MEASURES

Flash Point (Method Used):

Product: Not available.

Asphaltine: 575°F (min).

COC

Flammable Limits:

LEL: Not applicable

UEL: Not applicable

Autoignition Temperature:

650 F

Extinguishing Media:

Dry chemical or foam preferred. Use water spray to keep fire-exposed containers cool. Adding water to hot asphalt presents an explosion hazard.

Special Firefighting Procedures:

Avoid breathing irritating and potentially toxic fumes, including hydrogen sulfide gas. Firefighters should wear NIOSH/MSHA approved positive pressure breathing apparatus (SCBA) with full face mask and full protective equipment.

Unusual Fire Explosions and Hazards:

Do not heat above flash point. Fumes/vapors can explode when concentrated in an enclosed environment and supplied with an ignition source. Never weld or use a cutting torch or open flame on a full, partially full or empty bin, hopper, or other container that holds or has held asphaltic material unless precautions are taken to prevent explosion.

SECTION 6. ACCIDENTAL RELEASE MEASURES**Precautions if Material is Spilled or Released:**

Ventilate area and avoid emission inhalation or skin contact by using appropriate precautions outlined in this MSDS (see Section 8). Keep all sources of ignition at least 50 feet away. Prevent materials from entering streams, drainages, or sewers. Spills entering surface waters or sewers entering/leading to surface waters must be reported to the National Response Center 1-800-424-8802. Based on volume and use, components of this product may be subject to reporting requirements of Title III of SARA, 1986, and 40 CFR 372.

For emergencies, contact 1 800 424 9300 Chemtrec, 24 hours/day, 7 days/week.

Waste Disposal Methods:

Dispose of waste materials in accordance with applicable federal, state and local laws and regulations.

Environmental Precautions:

Stop leak and contain spilled material with sand, aggregate fines, or other inert adsorbent. Collect adsorbed product and clean up materials in appropriate container for proper disposal. Notify proper authorities.

SECTION 7. HANDLING AND STORAGE**Storage:**

Store away from all ignition sources and open flames in accordance with applicable laws and regulations.

Handling:

Follow personal protection and protective controls set forth in Section 8 of this MSDS when handling this product. If personnel must enter a tank or other confined space that contained this material, follow the OSHA Confined Space Entry Program as specified in 29 CFR 1910.146. Do not store near food, beverages or smoking materials. Avoid personal contact with heated material. Do not attempt to clean empty containers since residue is difficult to remove. Do not pressurize, cut, weld, braze, solder, drill, grind or expose such containers to heat, flame, sparks, static electricity, or other sources of ignition as they may explode and cause injury or death.

Tripping accidents have occurred because of asphalt buildup on bottoms of shoes and boots; buildup should be removed regularly to prevent such accidents. Do not use solvents or thinners to clean footwear.

SECTION 8. EXPOSURE CONTROLS AND PERSONAL PROTECTION**Legend:**

NE = Not Established; PEL = Permissible Exposure Limit; TLV = Threshold Limit Value; REL = Recommended Exposure Limit; OSHA = Occupational Safety and Health Administration; MSHA = Mine Safety and Health Administration; NIOSH = National Institute for Occupational Safety and Health; ACGIH = American Conference of Governmental Industrial Hygienists

Component	OSHA/MSHA PEL	ACGIH TLV	NIOSH REL
Asphaltine Fumes	NE	0.5 mg/m ³ (as benzene-soluble aerosol)	REL-Ceiling 5 ppm

Eye Protection:

Use a full-face shield and chemical safety goggles if handling heated material. Safety glasses with side shields should be worn as minimum protection at ambient temperatures. Contact lens should not be worn when eye contact with product is possible.

Skin Protection (Protective Gloves/Clothing):

Avoid skin contact with material by wearing impervious gloves and protective clothing. With product at ambient temperatures, use disposable nitrile, neoprene or butyl rubber material.

Respiratory Protection:

Not expected to be necessary under normal use and working conditions. All respirators must be NIOSH-approved for the exposure levels present. (See NIOSH Respirator Selection Guide). The need for respiratory protection should be evaluated by a qualified safety and health professional. For air-contaminant concentrations which exceed or are likely to exceed applicable exposure limits, use a NIOSH-approved, contaminant-specific, air-purifying respirator. If such conditions are sufficiently high that the air-purifying respirator is inadequate, or if oxygen adequate to sustain life is not present, use a positive-pressure, self-contained breathing apparatus. Respirator use must comply with applicable MSHA (42 CFR 84) or OSHA (29 CFR 1910.134) standards, which include provisions for a user training program, respirator inspection, repair and cleaning, respirator fit testing, medical surveillance and other requirements.

Engineering Controls:

General dilution or local exhaust ventilation as required to maintain exposures below appropriate exposure limits. Use only in well-ventilated areas. Activities with dried/hardened product that generate dust require the use of general ventilation, local exhaust and/or wet suppression methods to maintain exposures below appropriate exposure limits.

Other:

It is recommended that asphalt emissions be monitored regularly to determine exposure levels. Exposure levels in excess of appropriate exposure limits must be reduced by all feasible engineering controls, including (but not limited to), ventilation, process enclosure, and/or enclosed employee workstations.

Wash hands before eating, drinking, smoking, and/or using toilet facilities. A clean water supply for emergency first aid and washing facilities should be readily available. Do not use solvents or thinners to remove material from skin. Laundering clothing between uses is recommended.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Boiling Point: 215°F	pH: >6	Specific Gravity (H₂O = 1): 1.0 - 1.1 @ 60°F
Evaporation Rate (Butyl Acetate = 1): Not available	Melting Point: 165 -185 f	Vapor Pressure (mm Hg.): Not available
Solubility in Water: None in the fully cured condition	Vapor Density (Air = 1): 1	% Volatile: Less than 10%
Appearance and Odor: Brown to Black with sweet coffee like odor.		

SECTION 10. STABILITY AND REACTIVITY**Stability:**

Stable under normal temperatures and pressures.

Conditions to Avoid:

Keep away from direct flame/ignition sources. Contact with incompatible materials should be avoided (see below). See Sections 5, 6 and 7 for additional information.

Incompatibility (Materials to Avoid):

Strong oxidizers may react with hydrocarbons. Contact with fluorine may cause burning or explosion.

Hazardous Decomposition or Byproducts:

Carbon monoxide and other compounds (such as amines, ammonia, nitrogen dioxide, sulfur dioxide, ozone, hydrogen sulfide, and various hydrocarbons) may be released by thermal decomposition. Hazardous vapors can collect in enclosed vessels or areas if not properly ventilated.

Hazardous Polymerization:

Not known to occur.

SECTION 11. TOXICOLOGICAL INFORMATION

Acute Effects:

Asphaltine has oral LD50 (rats) >5g/kg.

Petroleum-derived asphalt products should not be confused with "tar" products, which are produced from the destructive distillation of coal. The hydrocarbons in petroleum asphalt are a complex mixture of paraffinic, naphthenic, and aromatic hydrocarbons.

If a fire occurs it may release hydrogen sulfide (H₂S) gas when it is overheated or thermal decomposition occurs. Exposure to H₂S concentrations above the permissible exposure limit causes irritation of the mucous membranes, headache, dizziness, vomiting, coughing, nasal discharge and pulmonary edema. At levels between 500 and 700 ppm, respiratory paralysis, loss of consciousness and possibly death can occur within 30 to 60 minutes. Exposure to higher concentrations can result in immediate death. Repeated exposure to low levels may also cause eye effects including conjunctivitis and corneal injury. There is no evidence that H₂S will accumulate in the body tissue after repeated overexposure.

Effects Following Prolonged or Repeated Exposure:

Prolonged and repeated exposure to asphalt may cause skin disorders such as dermatitis, folliculitis, and acne-like lesions, or more rarely, pigmentation of the skin. Chronic inhalation of high concentrations of asphalt emissions may cause chronic bronchitis and pneumonitis (inflammation of the lungs). In mice, there was damage to the lungs, including bronchitis, pneumonitis, and abscess formation. Guinea pigs and rats showed pneumonitis, peribronchial adenomatosis, and some squamous cell metaplasia.

Repeated exposure to low levels of H₂S may cause eye effects including conjunctivitis and corneal injury. There is no evidence that H₂S will accumulate in the body tissue.

Carcinogenicity:

In March, 1987 the International Agency for Research on Cancer (IARC) classified bitumens (such as petroleum asphalt in this product) as a Group 3 material, "not classifiable as to its carcinogenicity to humans." This classification was made based on inadequate evidence for the carcinogenicity of undiluted air-refined bitumens in experimental animals and inadequate evidence that bitumens alone are carcinogenic to humans. Asphalt is not listed as a carcinogen by the National Toxicology Program (NTP) or the Occupational Safety and Health Administration (OSHA). In 1985, the International Agency for Research on Cancer (IARC) determined that there is inadequate evidence that asphalt alone is carcinogenic to humans.

SECTION 12. ECOLOGICAL INFORMATION

Aquatic Ecotoxicological Data:

No specific data on this product. The product is tested to meet NSF/UL for safe water contact..

Environmental Fate Data:

Significant migration into the environment and bioaccumulation are unlikely. Expected to be resistant to biodegradation.

Other:

No specific data on this product.

SECTION 13. DISPOSAL CONSIDERATIONS

Place contaminated materials in appropriate containers and dispose of in a manner consistent with applicable federal, state, and local regulations. Prevent from entering drainage, sewer systems, and unintended bodies of water. It is the responsibility of the user to determine, at the time of disposal, whether product meets criteria for hazardous waste. Product uses, transformations, mixture and processes, may render the resulting material hazardous.

SECTION 14. TRANSPORT INFORMATION [Note: Not intended to be all-inclusive.]

DOT Proper Shipping Name:

Not regulated.

DOT Hazard Classification:

Not applicable.

UN/NA Number:

Not regulated.

DOT Packing Group:

Not applicable.

Labeling Requirements:

Label as required by the OSHA Hazard Communication standard [29 CFR 1910.1200(f)], and applicable state and local regulations.

SECTION 15. REGULATORY INFORMATION [Note: Not intended to be all-inclusive.]

Toxic Substances Control Act (TSCA):

The components in this product are listed on the TSCA Inventory or are exempt.

Comprehensive Environmental Response, Compensation and Liability Act (CERCLA):

Releases of this material to water may be reportable to the National Response Center under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) or to state and local emergency planning committees under the Superfund Amendments and Reauthorization Act. It is recommended that you contact state and local authorities to determine if there are any local reporting requirements in the event of a spill.

Superfund Amendments and Reauthorization Act of 1986 (SARA), Title III:

Section 302 extremely hazardous

substances: None

Section 311/312 hazard

categories: Immediate Health

Delayed Health

Section 313 reportable ingredients at or above the

minimums concentrations: None

California Proposition 65: The following statement(s) are provided under the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65):
This product does not contain any Proposition 65 chemicals.

State Regulatory Lists:

Each state may promulgate standards more stringent than the federal government. This section cannot encompass an inclusive list or all state regulations. Therefore, the user should review the components listed in Section 2 and consult state or local authorities for specific regulations that apply.

SECTION 16. OTHER INFORMATION

Disclaimer

NO WARRANTY IS MADE, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

PCT Inc. believes the information contained herein is accurate; however, PCT Inc. makes no guarantees with respect to such accuracy and assumes no liability whatsoever in connection with the use of any information contained herein by any party. The provision of the information contained herein is not intended to be, and should not be construed as, legal advice or as ensuring compliance with any federal, state, or local laws, rules or regulations. Any party using any information contained herein should review all applicable laws, rules and regulations prior to use.



City of Galveston INVITATION TO BID

Bid Reference Number: 19-011A

Project Title: Street Materials

Bid Closing Date: 2:00 P.M.(CST), Thursday, August 29, 2019

Original and one (1) copy and one media source required.
No bids submitted after the above deadline will be accepted.

Contact: City of Galveston Purchasing Department at
purchasing@galvestontx.gov or 409-797-3579.

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Galveston, Texas

Invitation to Bid

1. Introduction

- A. Project Overview: The City of Galveston is requesting Bids with the intent of awarding a contract for the purchase of goods and services contained in Appendix J– Scope of Services.
- B. Questions: Following are contacts for questions as identified.
- i. ITB Clarifications: All questions related to requirements or processes of this ITB should be submitted in writing to the Purchasing Department. Contact information provided in section 2 below.
 - ii. Scope of Service Questions: All questions related to the scope of services should be submitted in writing to the contact person(s) noted in Appendix J – Scope of Services.
 - iii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this ITB will be issued in writing by addendum and posted to City website. All such addenda issued by City prior to the submittal deadline shall be considered part of the ITB. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
 - iv. Acknowledgement of Addenda: The Bidder must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Bid document or the submittal will marked Non-Responsive.
- C. Notification of Errors or Omissions: Bidders shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this ITB. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to any potential agreement with the City.
If no conflict exists the offeror must mark the form Not Applicable or NA submit with the bid packet.
- E. Disclosure of Interested Parties Form 1295: A person or business, who enters into a contract with the City, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission.

2. **Contact Information**

Mailing Address: City of Galveston, Purchasing Department, Room 306, PO Box 779, Galveston, Texas 77551

Physical Address: City of Galveston, Purchasing Department, 823 Rosenberg Street, Room 306, Galveston, Texas 77550

Email Address: purchasing@galvestontx.gov

3. **General Information**

- A. **Tax Exempt Status:** City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Bid. City will furnish Excise Tax Exemption Certificate upon request.
- B. **Public Inspection of Bids:** The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of ITB information. Bid Documents are not available for public inspection until after the contract award. If the Bidder has notified the City, in writing, that the Bid Document contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.
- C. All bidders are hereby put on notice that if the Bidder is awarded a contract for procurement of goods or services, the City of Galveston is entering into that contract in its governmental capacity, and not a proprietary capacity.
- D. The City of Galveston is required to verify, that company does not do business with Iran, Sudan, or any Foreign Terrorist Organization, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153.
- E. Pursuant to Texas Government Codes Chapters 880, 2270, Sections 880.001, 2270.001, and 2270.002; vendor is required to complete Appendix C (certifying that company does not Boycott Israel), in the solicitation document, if company has greater than 10 employees and/or the value of a contract resulting from the solicitation is valued at \$100,000 or greater.

4. **ITB Withdrawals and/or Amendments**

- A. **ITB Withdrawal:** The City reserves the right to withdraw this ITB for any reason.
- B. **ITB Amendments:** The City reserves the right to amend any aspect of this ITB by formal written Addendum prior to the Bid submittal deadline and will endeavor to notify all potential Bidders that have notified the Purchasing Department of their intent to bid, but failure to notify shall impose no obligation or liability on the City.

5. **Estimated Quantities**

The City does not guarantee to purchase any minimum or maximum quantity but does contemplate purchasing exclusively during the term of the contract from the successful vendor(s).

6. Bid Submittal Requirements

- A. Submittal Packet – How to submit: All bids must be submitted in person or by mail at the addresses in Section 2, above. No bids will be accepted electronically, either by fax or email. Bids submitted electronically will be marked non-responsive. Bids shall be sealed and marked clearly with the bid number, bid name, closing date and time, on the outside of the package or envelope. Unidentifiable bids will be unopened and marked as non-responsive.
- B. Submittal Packet – Required Contents: All items in this bid are considered part of the bid package. **Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature.** Bids not including all of the above will be considered non-responsive. A bid requires an Original signed document, copies, and a media source. Please mark the bids "Original" and "Copy" and label the media source (preferred media is a jump/thumb drive). Please submit the original and correct number of copies indicated on the title page, or bid will be marked "Non-responsive". Offerors must submit their bids on the forms provided herein, otherwise, it will be marked non-responsive.
- C. Submittal Deadline: The deadline for submittal of Bids shall be as identified on the title of the bid and on page 10 (ten) of Appendix A-Bid. It is the Offeror's responsibility to have the Bid Documents correctly submitted by the submittal deadline. No extensions will be granted and no late bids will be accepted.
- D. Bids Received Late: Bidders are encouraged to submit their bids as soon as possible. The time and date of receipt as recorded in the Purchasing Office shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Bids will not be considered under any circumstances.
- E. Alterations or Withdrawals of Bid Document: Any submitted Bid may be withdrawn or a revised bid substituted prior to the submittal deadline. Bid Documents cannot be altered, amended or withdrawn by the Bidder after the submittal deadline.
- F. Bid Document Format: All Bid Documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2" x 11" pages. The package must be in the order required in the Scope of Services. The submittal must be written in pen or typed, signatures must be signed in pen, and anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed in ink by the individual signing the bid. The City only accepts bids that are hand delivered or by mail, to the addresses in Section 2 of the bid documents. No fax or email copies will be considered and will be marked "Non-responsive".
- G. Questions and Responses: Questions regarding bids must be addressed to the Purchasing Department at purchasing@galvestontx.gov. The subject line must read "**Bid 19-011A Street Materials**". The question deadline will be addressed in Appendix J-Scope of Services. Responses will be answered after the question deadline in the form of an Addendum. No responses will be given to questions submitted after the deadline. Questions submitted outside of the Purchasing Department will not be answered and any communication with a User Department prior to award by City Council will disqualify a vendor from being considered for award.

H. Pre-Bid Conferences: The date and time of a pre-bid conference, if necessary, will be found in Appendix J-Scope of Services.

I. Validity Period: Once the submittal deadline has passed, any Bid Document shall constitute an irrevocable bid to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Bid Document. Such bid shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

7. **Bid Evaluation and Contract Award**

A. Bid Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed Bids, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. Bid Documents will be opened publicly. The City will evaluate Bids using the best value method. During the evaluation process the City may initiate discussions with vendors. Discussions may not be initiated by offerors. **These discussions will be limited to issues and topics brought forth by the City. Any attempt by proposer or vendor at deviating from the issues and topics to discuss other issues and topics concerning the Bid brought forth by the City of Galveston shall be grounds for disqualification.** Vendors shall not contact any City of Galveston personnel during the Bid process without the express permission from the City's Purchasing Supervisor.

B. All correspondence relating to this bid, from advertisement to award, shall be sent to the City of Galveston's Purchasing Department. All presentations and/or meetings between the City of Galveston and the vendor relating to this bid shall be coordinated by the City of Galveston Purchasing Department. A variety of factors may be used in the evaluation of the submitted Bids for this project. The anticipated evaluation factors and emphasis placed on each factor may be identified in the Scope of Services. City reserves the right to determine which Bid provides the City with the best value and which will be in the City's best interest. The City Council shall be sole judge in determining award. Per Texas Local Government Code § 252.043(b):

- i. the purchase price;
- ii. the reputation of the bidder's goods or services;
- iii. the quality of the bidder's goods or services;
- iv. the extent to which the goods or services meet the municipality's needs;
- v. the bidder's past relationship with the municipality;
- vi. the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses (HUB) and non-profit organizations employing persons with disabilities;
- vii. the total long-term cost to the municipality to acquire the bidder's goods or services; and
- viii. any relevant criteria specifically listed in the Invitation to Bid or proposals.

C. Completeness: If the Bid Document is incomplete or otherwise fails to conform to the requirements of the ITB, the City alone will determine whether the variance is so significant as to render the Bid non-responsive.

D. Ambiguity: Any ambiguity in the Bid Document as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all

conditions shall be construed in the favor of the City. In the event of a conflict between these standard ITB requirements and details provided in Appendix J – Scope of Services or Appendix A – Bid, the Appendices shall prevail.

- E. Unit Prices and Extensions: If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Bidder will be bound thereby.
- F. Additional Information: City may request any other information necessary to determine Bidder's ability to meet the minimum standards required by this ITB.
- G. Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Bidders based on the unit prices proposed in response to this request, or to reject any and all Bids and re-solicit for Bids, as deemed to be in the best interest of City.
- H. No Commitment: The Invitation to Bid does not commit the City of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a (bid/proposal) to this request, or to procure or contract for services or supplies.
- I. Protest Procedures: Any actual or prospective bidder/proposer who is allegedly involved with the solicitation or award of bid/proposal may submit a protest to the decision. The protest must be submitted in writing to the City of Galveston's Purchasing Supervisor within three working days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Supervisor will promptly issue a decision in writing to the protesting party.
 - i. All protest lodged by potential or actual bidders, contractors or proposers must be made in writing and contain the following information.
 - a. Name, address and telephone number of the protestor.
 - b. Identification of the solicitation or contract number and time.
 - c. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
 - d. Identification of the issue (s) to be resolved and statement of what relief is requested.
 - e. Arguments and authorities in support of the protest.
 - f. A statement that copies of the protest have been mailed or delivered to all interested parties in the invitation to bid or request for proposals process. In the case of request for proposals, the City of Galveston Purchasing Supervisor shall ask the protester to mail or deliver the protest to relevant parties.
 - ii. The City of Galveston's City Manager has the authority to render the final determination regarding the protest. Any determination rendered by the City of Galveston's City Manager will be final.
- J. Single Bid Response: If only one proposal or bid is received in response to the Request for Proposals/Bids, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.
- K. Re-Appropriation of Budget Items: The City may reduce the funds allocated and the services required under this Agreement at its discretion. The City shall notify Contractor in writing of this reduction. Contractor shall not perform any services subtracted from

this Agreement. The de-obligation of funds does not require any formal amendment of this Agreement but shall be evidenced by a revised budget approved by City Council.

- L. Appropriation of Funds: The City of Galveston has established an appropriation (allocation) of funds for this project, if in the event that appropriated (allocated) funds are exhausted, the contractor's only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.
- M. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Galveston for cause:

- i) The successful bidder fails to perform in accordance with the provisions of these specifications; or
- ii) The successful bidder violates any of the provisions of these specifications; or
- iii) The successful bidder disregards laws or regulations of any public body having jurisdiction; or
- iv) The successful bidder transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.
- v) If one or more of the events identified in Subparagraphs M i) through iv) occurs, the City of Galveston may, terminate the contract by giving the successful bidder seven (7) days written notice of such termination. In such case, the successful bidder shall only be entitled to receive payment for goods and services provided before the effective date of termination. In the event this clause is exercised, the amount of such payment shall constitute the basis for settlement. The successful bidder shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
- vi) When the contract has been so terminated by the City of Galveston, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.

- N. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed prior to termination; to the extent said services are satisfactory. In the event this clause is exercised, the amount of such payment shall constitute the basis for settlement.

8. Pursuant to Sec. 2-341 of the City Code – Declaration of Policy

- A. It is the policy of the City of Galveston to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all City of Galveston contracts. The purpose and objectives of this article are to:
- i. Increase the capacity of local M/WBE's to provide products and services.
 - ii. Increase the opportunities for local M/WBE's to expand their business with the city and other public and private sector business entities.
- B. Provided, however, nothing herein shall require the city to award contracts for services or

procurements to a M/WBE which is not also the lowest responsive and responsible bidder and otherwise qualified unless the city may otherwise lawfully award the contract to someone other than the lowest responsive, responsible bidder.

- C. Additionally The City of Galveston has a Disadvantaged Business Enterprise, (DBE) program mandated by the US Department of Transportation, which is part of its M/WBE program.

Appendix A – Bid Document

Submittal Checklist: (To determine validity of bid)

Appendix A (pages 10 through 19) must be included in the bid submittal.

Appendix B – G (pages 20 through 27) all forms must be complete and included in the bid submittal.

By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices, and agreeing to their terms:

- ☐ Appendix B – Conflict of Interest
- ☐ Appendix C – House Bill 89 Verification
- ☐ Appendix D – Property Tax Statement

- ☐ Appendix E – Nepotism Statement
- ☐ Appendix F – Non-Collusion Statement
- ☐ Appendix G – Certification Regarding Debarment

Appendix J (pages 30 through 44) must be included in the bid submittal.

All bids submitted to the City of Galveston shall include this page with the submitted Bid.

ITB Number: 19-011A

Project Title: Street Materials

Submittal Deadline: Thursday, August 29, 2019 @ 2:00 p.m. CST

Submit in person: City of Galveston Purchasing Division, 823 Rosenberg St., Room 306, Galveston, Texas 77550
or by mail: City of Galveston Purchasing Division, PO Box 779, Galveston, Texas 77553

Bidder Information:

Bidder's Legal Name: H.D. INDUSTRIES INC.

Address: US Hwy 79 South & CR 3217 135 CR 3217

City, State & Zip: JACKSONVILLE TX, 75746

Federal Employers Identification Number # 1-75-2117282-9

Phone Number: 903-586-6126 **Fax Number:** 903-586-0904

E-Mail Address: INFO@Pao-Patch.com

Bidder Authorization

I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into a contract on behalf of the Bidder.

Printed Name and Position of Authorized Representative: HAROLD DILLINGHAM

Signature of Authorized Representative: *Harold Dillingham*

Signed this 18 **(day) of** Aug **(month),** 19 **(year)**

Appendix A – Bid Document (continued)

I. ***REQUIRED BID INFORMATION. IN ORDER FOR A BID TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, BIDDER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION***

1. **Proposed Products and/or Services**

- A. Product or Service Description: Bidders should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix J. Promotional literature, brochures, or other technical information may be used.
- B. Additional Hardware Descriptions: Bidders should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.
- C. Material Safety Data Sheets (MSDS): If applicable, the successful Bidder shall provide the City with applicable MSDS documentation as required by applicable laws and regulations.
- D. Guarantees and Warranties: Each Bidder shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Bidder with the Bid submitted.
- E. Project Schedule/Delivery Date: Bidder must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the ITB. The Bid Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.
- F. Certain Construction and Installation Projects: Texas Government Code 2252 – Subchapter F – Section 2252.201, 2252.202, and 2252.203. A contract between the vendor and the City of Galveston must comply with the statutes above regarding the purchase of iron or steel products. Any iron or steel product produced through a manufacturing process and used in a project shall be produced in the United States. By signing Appendix A, vendor attests that the material provided is manufactured in the United States. A contract found non-compliant is subject to immediate termination by the City of Galveston.

2. **Cost of Proposed Products and/or Services**

- A. Pricing: Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Schedule of Pricing: Bidder shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format:

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
			\$	\$
			\$	\$
			\$	\$
		TOTAL ALL LINE ITEMS	\$	\$

3. **Bidder's Experience / Staff**

- A. Project Team: Identify all members of the Bidder's team (including both team members and management) who will be providing any services proposed and include information which details their experience.
- B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.
- C. Business Establishment: State the number of years the Bidder's business has been established and operating. If Bidder's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years' experience the business has: 34; and the number of employees: 36.

- D. Project Related Experience: All Bids must include detailed information that details the Bidder's experience and expertise in providing the requested services that demonstrates the Bidder's ability to logically plan and complete the requested project.

4. **References**

Bidder shall provide three (3) references where Bidder has performed similar to or the same types of services as described herein. Bidder shall provide references not affiliated with the City of Galveston, or any of its employees.

Reference #1:

Client / Company Name: <u>City of Tyler</u>	
Contact Name: <u>Tony Vickers</u>	Contact Title:
Phone: <u>903-531-1398</u>	Email: <u>TVICKERS@TYLERTEXAS.COM</u>
Date and Scope of Services Provided:	

Reference #2:

Client / Company Name: <u>City of White Oak</u>	
Contact Name: <u>Dale Tuttle</u>	Contact Title:
Phone: <u>903-431-2898</u>	Email: <u>MCARRIGAN@CITYOFWHITEOAK.COM</u>
Date and Scope of Services Provided:	

Reference #3:

Client / Company Name: <u>City of Victoria</u>	
Contact Name: <u>Jonathon Lopez</u>	Contact Title: <u>Street Super</u>
Phone: <u>361 485 3160</u>	Email: <u>JLopez@VictoriaTx.org</u>
Date and Scope of Services Provided:	

5. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This bid ___ (does) ___ (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

6. Federal, State and/or Local Identification Information

- A. Centralized Master Bidders List registration number: _____.
- B. Prime contractor HUB / MWBE registration number: _____.
- C. An individual Bidder acting as a sole proprietor must also enter the Bidder's Social Security Number: # _____ - _____ - _____.
- D. Dun and Bradstreet Number - Data Universal Numbering System (DUNS): _____.
- E. All vendors contracting with the City of Galveston may be required to register, or have an active registration with the System for Award Management (SAM.gov). Registration is free. The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds. Registration must be completed prior to contract award by City Council. Registering online is accomplished on the SAM website here: <https://www.sam.gov/portal/SAM/##11#1>.

7. Cooperative Governmental Purchasing Notice

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this ITB from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

☒ **Yes, Others can purchase purchase.**

☐ **No, Only the City can**

8. **Term of Contract and Option to Extend:** Any contract resulting from this ITB shall be effective for three (3) years upon execution by the City of Galveston. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

A. Option Clause: It is agreed that City will have the option to extend the contract for up to two (2) additional years, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.

B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

Vendors shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the City. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.

C. Price Increases Upon Extension: If approved by the City, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the City. The maximum increase allowed under this provision shall be four percent (4%) per year. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor's rates. City cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation. The escalation time frame will be determined by the City's Fiscal Year which begins in October and ends the following September. (example: FY 2017 October 1, 2016 – September 30, 2017)

FIRST ADDITIONAL YEAR (FY 2023) ESCALATION 4 %

SECOND ADDITIONAL YEAR (FY 2024) ESCALATION..... 4 %

9. **Emergency Business Services Contact Notice**

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **purchasing@galvestontx.gov**.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Galveston procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: H.D. INDUSTRIES INC

Contract #: 19-011A STREET MATERIAL

Description: VENDOR FOR PPO-PATCH AND PCT COATING

Primary Contact (Name): BRAD DILLINGHAM

Primary Contact Phone Numbers: Home: 903-586-6126 Cell: 903-372-4860

Secondary Contact (Name): BAENT DILLINGHAM

Secondary Contact Phone Numbers: Home: 903-586-6126 Cell: 903-721-7879

After Hours emergency opening fee, if applicable: \$ 0

II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE BIDDER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED BID, ANY CONTRACT RESULTING FROM THIS ITB WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH BIDDER HEREBY ACKNOWLEDGES, AND TO WHICH BIDDER AGREES BY SUBMITTING A BID.

1. Delivery of Products and/or Services

- A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: accountspayable@galvestontx.gov. See Appendix I for ACH Payment Information, if you elect to receive your payments according to Appendix I, fill out the form and return with your documents.
- B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Bid, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. Late Delivery or Performance: If Bidder fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Bidder, who agrees to pay such costs within ten days of invoice.

- D. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Bidder. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Bidder at no additional cost to the City.
- E. Excess or Incorrect Commodities: Products or materials delivered in error or in excess of the quantity ordered shall be returned at the successful Bidder's expense, unless otherwise agreed to in writing by the City.
- F. Title to Goods and Risk of Loss: For goods to be provided by Bidders hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.
- G. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.
- H. Liquidated Damages: The parties agree that, if the Project is not completed within the time specified plus any extensions of time allowed pursuant thereto, the actual damages sustained by the Owner because of any such delay will be uncertain and difficult of ascertainment, and that the reasonable foreseeable value of the use of said project by the Owner would be the sum of \$250.00 per calendar day. The Contractor therefore agrees to pay, and the Owner agrees to accept, as liquidated damages and not as a penalty, the sum of \$250.00 per calendar pay for each day's delay in fully completing said project beyond the time specified in the Contract and any extensions of such time allowed there under.
- I. Change Orders: per Texas Local Government Code Sec. 252.048. CHANGE ORDERS. (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.
- (b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.
- (c) If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.
- (c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of \$100,000 or less, or a lesser

amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.

(d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

2. Miscellaneous

- A. Independent Contractor: Bidder agrees that Bidder and Bidder's employees and agents have no employer-employee relationship with City. Bidder agrees that if Bidder is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- B. Assignments: The rights and duties awarded the successful Bidder shall not be assigned to another without the written consent of the Purchasing Supervisor. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Liens: Bidder shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Bidder or Bidder's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. Gratuities / Bribes: Bidder certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative, to any City officer, employee or elected representative, with respect to this ITB or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- E. Financial Participation: Bidder certifies that it has not received compensation from the City to participate in preparing the specifications or ITB on which the Bid is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Bidder certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Authority to Submit Bid and Enter Contract: The person signing on behalf of Bidder certifies that the signer has authority to submit the Bid on behalf of the Bidder and to bind the Bidder to any resulting contract.
- H. Authority to Enter Contract – City: The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include "approved as to form" and be signed by the City Attorney before the City Manager will execute the contract. Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to

review by the City's Legal Department prior to being signed by the City Manager, (City's authorized representative).

- I. Compliance with Applicable Law: Bidder agrees that the contract will be subject to, and Bidder will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.
- J. Non-Discrimination: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin. (3) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

3. **Financial Responsibility Provisions**

- A. Insurance: The Bidder, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Services, Appendix J) as City may require, naming the City of Galveston as the additional insured:
 - i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
 - ii. Commercial General Liability insurance for at least One Million Dollars (\$1,000,000) on a per occurrence basis, with a Two Million (\$2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;
 - iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;
 - iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Services.

Insurance coverage shall be on an "occurrence basis"

- B. **Indemnification:** In Accordance with State Law, the contractor agrees to indemnify, save, and hold harmless the City of Galveston, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgments, or liabilities, for personal injury, death, or property damage resulting from the acts or omissions of anyone under the contractor's supervision or control.

In the event of any cause of action or claim asserted by a party to this agreement or any third party, the City will provide the contractor with timely notice of such claim, dispute or notice. Thereafter, the contractor shall at its own expense, faithfully and completely defend and protect the City against any and all liabilities arising from this claim, cause of action, or notice.

- i. **Indemnity for Intellectual Property:** Bidder hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

- C. **Bond Requirements:** If applicable, per the Scope of Work, prior to the commencement of work on this Project, Bidder shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, unless otherwise stated below:

- i. Bid bonds are required for bids over \$25,000.00 in the amount of 5% of the total bid amount. This must be issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, or a Cashier's Check.
- ii. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;
- iii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and
- iv. A maintenance bond insuring full and prompt maintenance, repair and/or replacement of the goods to be provided by Bidder for a period of two years from date of acceptance by the City.

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer's family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4A and 4B development corporations;
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Galveston who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer's family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a "Conflict of Interest Questionnaire" (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding "employment or business relationships" with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. ***The Finance Department is required by law to post the statements on the City's website.***

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE**For vendor or other person doing business with local governmental entity****FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE
USE
ONLY**Date
Received

1. **Name of person who has a business relationship with local governmental entity.**

2. ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

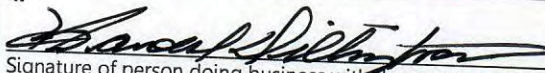
3. **Name of local government officer with whom filer has employment or business relationship.**

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
☐ Yes ☐ No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
☐ Yes ☐ No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
☐ Yes ☐ No
- D. Describe each employment or business relationship with the local government officer named in this section.

4.


Signature of person doing business with the governmental entity

8-22-19

Date

Adopted 06-29-2007

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix C - House Bill 89 Verification

Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.
3. Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

I, HAROLD DILLINGHAM (Person name), the undersigned representative of (Company or Business Name) H.D. INDUSTRIES INC (hereinafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

- a. Does not boycott Israel currently; and
- b. Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Galveston, Texas.

8-26-19
DATE

[Signature]
SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF TEXAS §
COUNTY OF CHEROKEE §

On this day, BEFORE ME, the undersigned, personally appeared Harold Dillingham the President of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26 day of August, 2019.

[SEAL]



Tina D. Forry
NOTARY PUBLIC in and for the
State of TEXAS

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

Appendix D – Property Tax Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
"NON-RESPONSIVE."**

The City of Galveston, Texas has adopted the following policy:

The City of Galveston will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

☒ I do not owe the City property taxes that are delinquent.

☐ I owe City property taxes that are delinquent on property located at

Harold Dillingham
Bidder's Printed or Typed Name

Bidder's Signature

8-22-19

Date

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix E – Nepotism Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
"NON-RESPONSIVE."**

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Bidder or Proposer is an individual:

_____ I am not related by blood or marriage to any official or employee of the
City of Galveston

_____ I am related by blood or marriage to the following official(s) or employee(s)
of the City of Galveston

Name and title of City Official

Or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

✓ _____ The officers of the company submitting this bid or proposal are not related by
blood or marriage to any official or employee of the City of Galveston.

_____ The officers of the company submitting this bid are related by blood or marriage to the
following official(s) or employee(s) of the City of Galveston.

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix F – Non-Collusion Statement

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID IN COLLUSION WITH ANY OTHER BIDDER, AND THAT THE CONTENTS OF THIS BID AS TO PRICES, TERMS OR CONDITIONS OF SAID BID HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID.

VENDOR H.D. INDUSTRIES INC

ADDRESS P.O. Box 8250 JACKSONVILLE, TX. 75764

PHONE 903-586-6126

FAX 903-586-0904

BIDDER (SIGNATURE) 

BIDDER (PRINTED NAME) Harold Dillingham

POSITION WITH COMPANY PRESIDENT

SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THIS BID 

COMPANY OFFICIAL
(PRINTED NAME) HAROLD DILLINGHAM

OFFICIAL POSITION PRESIDENT

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

Appendix G – Document 00435
The City of Galveston, Texas

**DOCUMENT 00435, REQUIRED BY ALL BIDDERS WHO WILL RECEIVE FEDERAL FUNDS IN
PAYMENT OF PROCUREMENT.**

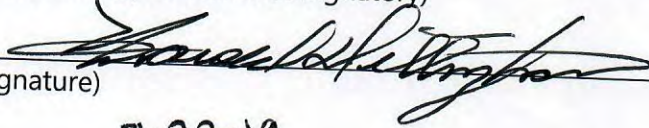
**BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION (49 CFR PART 29)**

The undersigned certifies, by submission of this Bid or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

Harold Dillingham

(Printed or typed Name of Signatory)



(Signature)

8-22-19

(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix H – No Intent to Submit Form

If your firm has chosen not to submit a bid for this procurement, please complete this form and submit to:

City of Galveston
Purchasing Division
PO Box 779
Galveston, Texas 77553

City of Galveston
Purchasing Division
823 Rosenberg St. Room 306
Galveston, Texas 77550

Please check all items that apply:

- | | |
|---|---|
| ☐ Do not sell the item(s) required | ☐ Cannot provide Insurance required |
| ☐ Cannot be competitive | ☐ Cannot provide Bonding required |
| ☐ Cannot meet specifications highlighted in the attached request | ☐ Cannot comply with Indemnification requirement |
| ☐ Job too large | ☐ Job too small |
| ☐ Do not wish to do business with the City of Galveston | ☐ Other: _____ |
| ☐ Cannot submit electronically | |

COMPANY NAME (Please print): _____

Authorized Officer Name (Please print): _____

Telephone: (____) _____

Fax: (____) _____

You may also email this form to: purchasing@galvestontx.gov.

Appendix I – ACH Form



The City of Galveston would like to thank you for the services you and your company have provided for us in the past, present, and in the future. For those services provided you have more than likely received payments via a paper check in the mail. As we all know, that process is slow, inefficient, and costly for us and for you as the recipient.

Mail can be delayed, lost, or even stolen causing payments to be late and we may then face penalties and late fees. The City of Galveston would like to streamline our payment process with electronic payments. These payments will be transferred electronically from our financial institute to your financial institute. The process will get your payments to you in a quicker, more reliable, and more efficient manner.

If you would like to sign up to start receiving all of your payments via ACH / Wire Transfers, please fill out the authorization forms and return to the City of Galveston Finance Department.

Please email to:

accountspayable@galvestontx.gov

Or mail to:

City of Galveston
Finance Department
P.O. Box 779
Galveston, TX 77553

If you have any questions or concerns, please do not hesitate to call Accounts Payable at 409.797.3569. Please put the Purchase Order Number on your invoices to ensure prompt payment. Again, we appreciate you and the services your business provide for the City of Galveston.

Sincerely,

A handwritten signature in black ink that reads "Michael W. Loftin". The signature is written in a cursive style.

Michael W. Loftin
Assistant City Manager – Finance



City of Galveston

ACH Payment Agreement Form

Authorization Agreement

I hereby authorize the City of Galveston to initiate ACH deposits to my account at the financial institution named below.

Further, I agree not to hold the City of Galveston responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution, or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until the City of Galveston receives a written notice of cancellation from me or my financial institution, or until I submit a new ACH Payment Agreement Form to the City of Galveston Finance Department.

Account Information

Name of Financial Institution: AUSTIN BANK

Financial Institute Address: 200 E. COMMERCE STREET JACKSONVILLE, TEXAS 75766

Routing Number: 113103276

Account Number: 1900002119

SWIFT Code: (if applicable) _____

Executed agreement must include a confirmation of the banking information from an Authorized Bank Official on bank letterhead with the Authorized Bank Official's business card.

Signature

Company Name: H.D. INDUSTRIES, INC.

Authorized Signature: Melinda Dillingham

Printed Name: MELINDA DILLINGHAM Title: FINANCIAL OFFICER

Contact Phone Number: 903-586-6126 Date: 08/23/2019

FOR CITY USE ONLY:

Verified by: _____ Date Verified: _____

Appendix J – Scope of Services

1. **Project Title: Bid 19-011A STREET MATERIALS.**

2. **Scope of Services Contact**

Questions about the technical nature of the Scope of Services will be directed to the **Purchasing Department**, Phone. 409.797.3579, e-mail: purchasing@galvestontx.gov.

3. **Special Conditions**

There are no bonding requirements for this solicitation.

The following are required Federal Clauses that shall be returned with the Bid and are part of the contract documents herein.

CITY OF GALVESTON BID # 19-011A SPECIAL PROVISIONS FOR PROCUREMENT FEDERAL REQUIREMENTS

CONTENTS

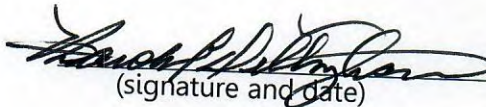
1. No Government Obligation to Third Parties
2. Program Fraud and False or Fraudulent Statements and Related Acts
3. Access to Records and Reports
4. Equal Employment Opportunity
5. Government-wide Debarment and Suspension (Nonprocurement)
6. Contract Work Hours and Safety Standards Act
7. Lobbying
8. Clean Air
9. Clean Water
10. Procurement of Recycled Materials
11. Department of Homeland Security Logo, Seal, and Flags
12. Compliance with Federal Law, Regulations, and Executive Orders

1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Harold Dillingham
(printed name of signatory)

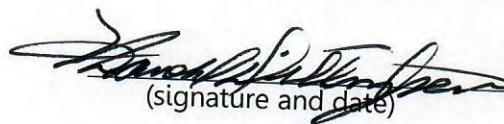
 8-22-19
(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
31 U.S.C. 3801 et seq.

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., "Administrative Remedies for False Claims and Statements," apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

Harold Dillingham
(printed name of signatory)

 8-22-19
(signature and date)

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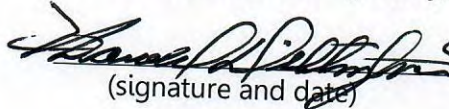
3. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

Harold Dillingham

(printed name of signatory)

 8-22-19

(signature and date)

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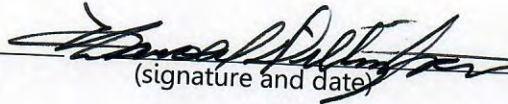
4. EQUAL EMPLOYMENT OPPORTUNITY
29 CFR Part 1630, 41 CFR Parts 60 et seq.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Harold Dillingham
(printed name of signatory)

 8-22-19
(signature and date)

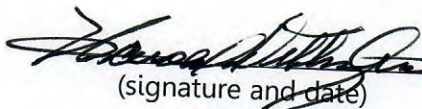
**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

5. GOVERNMENT-WIDE SUSPENSION AND DEBARMENT

By signing and submitting its bid or proposal, the bidder or proposer agrees to comply with the following:

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Harold Dillingham
(printed name of signatory)

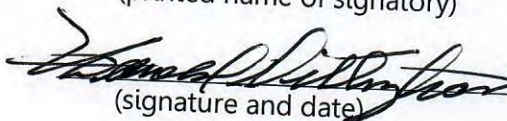
 8-22-19
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6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
29 CFR § 5.5(b)

- (1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) **Withholding for unpaid wages and liquidated damages** - The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) **Subcontracts** - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Harold Dillingham
(printed name of signatory)

 8-22-19
(signature and date)

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7. LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall 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 U.S.C. § 1352. Each tier shall 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 recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, H. D. Industries, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq* apply to this certification and disclosure, if any.

Executed this 22 day of Aug., 2019

By [Signature]
Signature of Bidder/Contractor /Subcontractor's Authorized Official

HAROLD DILLINGHAM
Printed Name of Bidder/Contractor /Subcontractor's Authorized Official

PRESIDENT
Title of Authorized Official

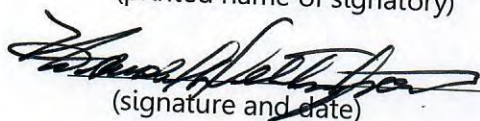
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8. CLEAN AIR
42 U.S.C. § 7401 et seq.

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

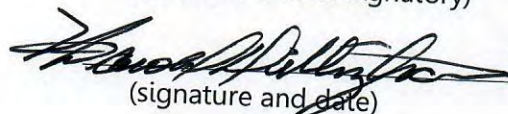
Harold Dillingham
(printed name of signatory)

 8-22-19
(signature and date)

9. CLEAN WATER REQUIREMENTS
33 U.S.C. 1251 et seq.

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Harold Dillingham
(printed name of signatory)

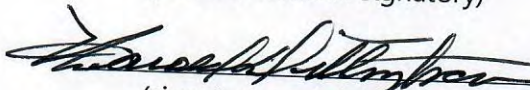
 8-22-19
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**10. PROCUREMENT OF
RECOVERED MATERIALS
42 U.S.C. 6962**

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

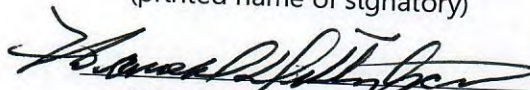
Harold Dillingham
(printed name of signatory)

 8-22-19
(signature and date)

11. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

Harold Dillingham
(printed name of signatory)

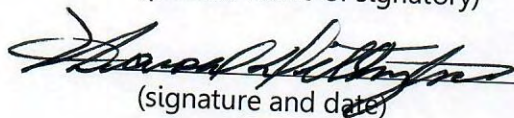
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12. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Harold Dillingham
(printed name of signatory)

 8-22-19
(signature and date)

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4. **Bid Evaluation Factors – change below if necessary or delete –**

Factor
Price
Vendor Past Performance
Location of the Vendor
Meets Specifications

5. **Brand Manufacture Reference**

The City has determined that any manufacturer's brand defined in the Scope of Services meets the City's product and support need. The manufacturer's reference is not intended to be restrictive, and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Bid is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

6. **Key Events Schedule**

Bid Release Date	August 5, 2019
Deadline for Submittal of Written Questions	August 20, 2019 @ 2:00 p.m. CST
Sealed Bids Due to and Opened by City	August 29, 2019 @ 2:00 p.m. CST
Anticipated Committee Evaluation Review Date	August 2019
Anticipated Award Date	September 2019

7. **Scope of Services** **See following page.**

CITY OF GALVESTON, TEXAS
STREET MATERIALS ANNUAL REQUEST FOR BID
BID # 19-011A

PUBLIC INFRASTRUCTURE DEPARTMENT

	DESCRIPTION	PER TON - FOB GALVESTON	PER TON - FOB PLANT
		PER GALLON - FOB GALVESTON	PER GALLON - FOB PLANT
1	CONCRETE BID GALV	PER CUBIC YARD	
	3500 PSI 5/8 GRAVEL (A)		
	3000 F 1.5" GRAVEL		
	3000 F 5/8" GRAVEL		
	3000 F 1" GRAVEL		
	SACK 5/8" GRAVEL		
	DESCRIPTION		
	A. LIMESTONE:	GRADE 1	GRADE 1
2	BASE #247 - Grade 1	(PRICE PER TON) FOB GALVESTON	(PRICE PER TON) FOB PLANT
	100 TO 500 TONS		
	501 TO 1,000 TONS		
	1,001 TO 1,500 TONS		
	DESCRIPTION		
	A. LIMESTONE:	GRADE 2	GRADE 2
3	BASE #247 - Grade 2	(PRICE PER TON) FOB GALVESTON	(PRICE PER TON) FOB PLANT
	100 TO 500 TONS		
	501 TO 1,000 TONS		
	1,001 TO 1,500 TONS		
	DESCRIPTION	PER TON - FOB GALVESTON	
4	CEMENT STABILIZED	PRICE PER TON	
	LIMESTONE: 7% MIX		
	3/8" WASHED RIVER ROCK		
	SAND: 1.5 SACK MIX		
	(DELIVERED)		
	DESCRIPTION	PER GALLON - FOB GALVESTON	PER GALLON - FOB PLANT
5	Cationic Emulsion CRS-2 (Per GAL)		
	DESCRIPTION	PER DRUM - FOB GALVESTON	PER DRUM - FOB PLANT
6	Cold Applied Crack & Joint Sealant (Per Drum)		
	DESCRIPTION	PER GALLON - FOB GALVESTON	PER GALLON - FOB PLANT
7	Trackless Tack Oil (Per GAL)		
	Pothole Tack/ Geotech Membrane	\$ 8.86	\$ 7.85

CONTRACT FOR SUPPLY OF COMMODITIES

Street Materials

This Contract (the "Contract") is made and entered into this _____ day of November, 20__, by and between the City of Galveston (the "City"), a Texas home-rule municipality, and Vulcan Construction Materials, LLC, located at PO Box 791550, San Antonio, Texas 78279. By entering into this Agreement, Company agrees that City is entering into this agreement in its governmental capacity, and not a proprietary one.

WHEREAS, the City of Galveston desires to obtain commodity supply services in connection with street materials within the City of Galveston ("City") and Vulcan Construction Materials, LLC ("Company") desires to provide such commodities; and

WHEREAS, this Agreement between the Parties consist of the terms and conditions set forth herein, and that documents, attached and incorporated for all purposes; Exhibit A identified as the proposal from Company for the following commodities:

Street Materials

Response to Bid 19-011A

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

1. **SCOPE OF SERVICES**: Company will provide supplies and services (the "Work") to the City in connection with the Project, such Work more specifically described in Exhibit A, attached and fully incorporated for all intents and purposes.
2. **STANDARD OF CARE**: The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
3. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.
4. **CHANGES**: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
5. **TERM**: This contract begins on the day of execution and continues for three years (3) thereafter. This contract may be renewed by written agreement of the parties for two (2) additional one year (1) terms. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any extension. The option to extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.
6. **DELIVERY TIME OF COMMODITIES**: If Supplies are ordered for delivery to the City by Company, at the request of City, the supplies will be delivered within one (1) day of said request. It is expressly understood and agreed, by and between Company and the City, that the time for the completion of the work described is a reasonable time for the completion of the same, taking into consideration the average climatic change and conditions and usual industrial conditions prevailing in this locality.

7. **ACCESS TO INFORMATION:** It is agreed that all information, data, reports and records and maps as are existing, available, and necessary for the carrying out of the work shall be furnished to Company by the City and its agencies. The City and its agencies will cooperate with Company in every way possible to facilitate the performance of the work described in the contract.

8. **SCHEDULE AND DELIVERABLES:** Company will perform the Work in accordance with the schedules/timetables described in greater detail in the attached Exhibit A. All of Company's reports and data will be submitted to the City in electronic format, using Microsoft Word, Excel, Access, and/or other computer software applications, as specified in Exhibit A. There is no minimum amount of commodities to be supplied for this contract. City is only responsible for commodities supplied by Company, at the rate described in greater detail in the attached Exhibit A.

9. **APPROPRIATIONS:** The obligations of the City to make payment under this Contract are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.

10. **FINAL COMPLETION AND ACCEPTANCE:** Within thirty one (31) days after the Company has given the City's Representative written notice that the work has been completed, or substantially completed, the City's Representative and the City shall inspect the work. If the work is found completed or substantially completed in accordance with the contract documents the City's Representative shall issue to the City and Company a certificate of completion. The work shall not be considered "completed" until such time as the certificate has been issued.

Substantial Compliance will be defined as the stage in the progress of the Work where the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work for its intended use.

11. **COMPENSATION:** The City shall compensate Company at a price per unit supplied to the City. Such prices are detailed in Exhibit A. City shall compensate Company only for units supplied to the City. Company will furnish an invoice to the City detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at PO Box 791550, San Antonio, Texas 78279. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

12. **DEFECTS AND THEIR REMEDIES:** It is further agreed that if any part of the work or any material brought on the site for use in the work, is deemed by the City or City's Representative as unsuitable or not in conformity with plans, specifications, and contract documents, the Company shall, after receipt of written notice from the City's Representative, immediately remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract. It is further agreed that any remedial action shall be at Company's expense. No final payment shall be made to Company until that remedial action takes place.

13. **INSURANCE REQUIREMENTS:** Company shall provide all required City of Galveston certificates of coverage and all renewals throughout the duration of the Project. For each policy except Workers' Compensation protection, Company shall name the City as an additional insured and shall provide that the policy require the insurance carrier to notify the City a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are listed below. Company is responsible for ensuring all required insurance policies are valid for the

duration of the contract.

Required Insurance: The required insurance must be maintained throughout the duration of the work under this contract.

- a. Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:

\$2,000,000 general liability (includes products and personal, etc.)

\$1,000,000 fire damage

\$1,000,000 automobile damage

\$500,000 workers compensation employers' liability

Statutory limits for workers compensation

Insurance coverage shall be on an **"occurrence basis"**.

14. TERMINATION: This Contract shall terminate upon the expiration of one year from the date of execution of this Contract. This Contract may be terminated prior to completion of the Work by either party upon 30 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, City shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination, and Company shall turn over to the City all documents, information, and Work produced to said date relating to the Project. Notwithstanding the above, Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Company or its subordinates and the City may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due the City from Company is determined.

The City may terminate this contract at any time by giving at least ten (10) days' notice in writing to Company. If the contract is terminated by the City as provided herein, Company will be paid for the time provided and expenses incurred up to the termination date.

15. FORCE MAJEURE: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

16. INDEMNIFICATION. FOR CONSIDERATION RECEIVED, Company shall, to the extent allowable, indemnify, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of the city. Company shall comply with the requirements of all

current applicable laws, rules and regulations and shall indemnify and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

17. REPORTS AND INFORMATION: Company, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

18. INDEPENDENT CONTRACTORS: The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

19. SUBCONTRACTOR: The term "Subcontractor", includes only those having a direct contract with the Company for performance of work on the project contemplated by these documents. Company shall submit the names and addresses of all proposed subcontractors to the City. Subcontractors may be disqualified by City for the same reason that a Contractor may be disqualified. City shall have no responsibility to any Subcontractor employed by Company for performance of work on the project contemplated by these contract documents, but Subcontractors will look exclusively to Company for any payments due to the Subcontractor.

20. PERMITS: Company shall obtain all necessary permits for completing the project at no costs to the City. All permits shall be visibly posted on the project site. All permits associated with the project shall be sole responsibility of Company.

21. ADJACENT STRUCTURES: Adjacent structures damaged by Company's work on the project must be satisfactorily restored to the City and to the owner of the adjacent structure at Company's cost and at no expense to the City.

22. PROTECTION OF PERSONS AND PROPERTY: Company is responsible for providing protection of persons and property, including safe working conditions throughout the progress of the project.

23. SANITATION: Necessary sanitary conveniences for the use of laborers on the work site, properly screened from public observation, shall be provided, constructed and maintained by the Company in such manner and at such points as shall be approved by the City's Representative. Company shall strictly enforce use of sanitary conveniences. The Company shall at all times keep the premises free from accumulations of debris and at the completion of the work, shall remove all such debris and all tools, scaffolding and surplus materials and shall leave the worksite clean. The work shall be left in good order and condition. In case of dispute or should Company fail to clean the premises, City may remove the debris and charge the cost to the Company.

24. ASSIGNMENT: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

25. CONSTRUCTION: In the event that any provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, and the remaining provisions shall be affected thereby to the least extent possible.

26. **NO WAIVER**: The failure of any party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Contract.

27. **ENTIRE AGREEMENT**: This Contract incorporates all provisions of the attached proposal for street materials within the City of Galveston, Texas in Exhibit A and constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract.

28. **SEVERABILITY CLAUSE**: The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

29. **ATTORNEY'S FEES**: In the event there is a dispute concerning this Contract, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

30. **APPLICABLE LAW, VENUE, AND JURISDICTION**: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work. By entering into this Contract, Company acknowledges that City is entering into this contract in its governmental capacity, and not a proprietary capacity.

31. **COPYRIGHT**: No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of Company.

32. **NOTICES**: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Suite 203
P. O. Box 779
Galveston, Texas 77553

Vulcan Construction Materials, LLC
PO Box 791550
San Antonio, Texas 78279

[SIGNATURES FOLLOW ON NEXT PAGE]
[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

Vulcan Construction Materials, LLC

By: _____
Brian Maxwell, City Manager

By: _____
Jeff Harris, Commercial Excellence Director

ATTEST:

Janelle Williams, City Secretary

APPROVED AS TO FORM

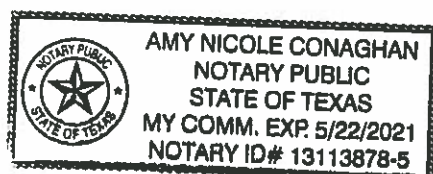
Assistant City Attorney

BY EXECUTION OF THIS AGREEMENT, COMPANY ACKNOWLEDGES RECEIPT
OF A COPY OF THIS CONTRACT.

THE STATE OF Texas §
Bexar COUNTY §

On this day, BEFORE ME, the undersigned, personally appeared Jeff Harris of Vulcan Construction Materials, LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23 day of Oct, 2019.



Notary Public in and for
The State of Texas



City of Galveston INVITATION TO BID

Bid Reference Number: 19-011A

Project Title: Street Materials

Bid Closing Date: 2:00 P.M.(CST), Thursday, August 29, 2019

Original and one (1) copy and one media source required.
No bids submitted after the above deadline will be accepted.

Contact: City of Galveston Purchasing Department at
purchasing@galvestontx.gov or 409-797-3579.

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Galveston, Texas

Invitation to Bid

1. Introduction

- A. **Project Overview:** The City of Galveston is requesting Bids with the intent of awarding a contract for the purchase of goods and services contained in Appendix J– Scope of Services.
- B. **Questions:** Following are contacts for questions as identified.
- i. **ITB Clarifications:** All questions related to requirements or processes of this ITB should be submitted in writing to the Purchasing Department. Contact information provided in section 2 below.
 - ii. **Scope of Service Questions:** All questions related to the scope of services should be submitted in writing to the contact person(s) noted in Appendix J – Scope of Services.
 - iii. **Replies:** Responses to inquiries which directly affect an interpretation or effect a change to this ITB will be issued in writing by addendum and posted to City website. All such addenda issued by City prior to the submittal deadline shall be considered part of the ITB. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
 - iv. **Acknowledgement of Addenda:** The Bidder must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Bid document or the submittal will marked Non-Responsive.
- C. **Notification of Errors or Omissions:** Bidders shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this ITB. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- D. **Conflict of Interest Questionnaire (Form CIQ):** A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to any potential agreement with the City.
If no conflict exists the offeror must mark the form Not Applicable or NA submit with the bid packet.
- E. **Disclosure of Interested Parties Form 1295:** A person or business, who enters into a contract with the City, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission.

2. Contact Information

Mailing Address: City of Galveston, Purchasing Department, Room 306, PO Box 779, Galveston, Texas 77551

Physical Address: City of Galveston, Purchasing Department, 823 Rosenberg Street, Room 306, Galveston, Texas 77550

Email Address: purchasing@galvestontx.gov

3. General Information

- A. **Tax Exempt Status:** City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Bid. City will furnish Excise Tax Exemption Certificate upon request.
- B. **Public Inspection of Bids:** The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of ITB information. Bid Documents are not available for public inspection until after the contract award. If the Bidder has notified the City, in writing, that the Bid Document contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.
- C. All bidders are hereby put on notice that if the Bidder is awarded a contract for procurement of goods or services, the City of Galveston is entering into that contract in its governmental capacity, and not a proprietary capacity.
- D. The City of Galveston is required to verify, that company does not do business with Iran, Sudan, or any Foreign Terrorist Organization, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153.
- E. Pursuant to Texas Government Codes Chapters 880, 2270, Sections 880.001, 2270.001, and 2270.002; vendor is required to complete Appendix C (certifying that company does not Boycott Israel), in the solicitation document, if company has greater than 10 employees and/or the value of a contract resulting from the solicitation is valued at \$100,000 or greater.

4. ITB Withdrawals and/or Amendments

- A. **ITB Withdrawal:** The City reserves the right to withdraw this ITB for any reason.
- B. **ITB Amendments:** The City reserves the right to amend any aspect of this ITB by formal written Addendum prior to the Bid submittal deadline and will endeavor to notify all potential Bidders that have notified the Purchasing Department of their intent to bid, but failure to notify shall impose no obligation or liability on the City.

5. Estimated Quantities

The City does not guarantee to purchase any minimum or maximum quantity but does contemplate purchasing exclusively during the term of the contract from the successful vendor(s).

6. Bid Submittal Requirements

- A. Submittal Packet – How to submit: All bids must be submitted in person or by mail at the addresses in Section 2, above. No bids will be accepted electronically, either by fax or email. Bids submitted electronically will be marked non-responsive. Bids shall be sealed and marked clearly with the bid number, bid name, closing date and time, on the outside of the package or envelope. Unidentifiable bids will be unopened and marked as non-responsive.
- B. Submittal Packet – Required Contents: All items in this bid are considered part of the bid package. **Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature.** Bids not including all of the above will be considered non-responsive. A bid requires an Original signed document, copies, and a media source. Please mark the bids "Original" and "Copy" and label the media source (preferred media is a jump/thumb drive). Please submit the original and correct number of copies indicated on the title page, or bid will be marked "Non-responsive". Offerors must submit their bids on the forms provided herein, otherwise, it will be marked non-responsive.
- C. Submittal Deadline: The deadline for submittal of Bids shall be as identified on the title of the bid and on page 10 (ten) of Appendix A-Bid. It is the Offeror's responsibility to have the Bid Documents correctly submitted by the submittal deadline. No extensions will be granted and no late bids will be accepted.
- D. Bids Received Late: Bidders are encouraged to submit their bids as soon as possible. The time and date of receipt as recorded in the Purchasing Office shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Bids will not be considered under any circumstances.
- E. Alterations or Withdrawals of Bid Document: Any submitted Bid may be withdrawn or a revised bid substituted prior to the submittal deadline. Bid Documents cannot be altered, amended or withdrawn by the Bidder after the submittal deadline.
- F. Bid Document Format: All Bid Documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2" x 11" pages. The package must be in the order required in the Scope of Services. The submittal must be written in pen or typed, signatures must be signed in pen, and anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed in ink by the individual signing the bid. The City only accepts bids that are hand delivered or by mail, to the addresses in Section 2 of the bid documents. No fax or email copies will be considered and will be marked "Non-responsive".
- G. Questions and Responses: Questions regarding bids must be addressed to the Purchasing Department at purchasing@galvestontx.gov. The subject line must read "**Bid 19-011A Street Materials**". The question deadline will be addressed in Appendix J-Scope of Services. Responses will be answered after the question deadline in the form of an Addendum. No responses will be given to questions submitted after the deadline. Questions submitted outside of the Purchasing Department will not be answered and any communication with a User Department prior to award by City Council will disqualify a vendor from being considered for award.

- H. **Pre-Bid Conferences:** The date and time of a pre-bid conference, if necessary, will be found in Appendix J-Scope of Services.
- I. **Validity Period:** Once the submittal deadline has passed, any Bid Document shall constitute an irrevocable bid to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Bid Document. Such bid shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

7. Bid Evaluation and Contract Award

- A. **Bid Evaluation and Contract Award Process:** An award of a contract to provide the goods or services specified herein will be made using competitive sealed Bids, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. Bid Documents will be opened publicly. The City will evaluate Bids using the best value method. During the evaluation process the City may initiate discussions with vendors. Discussions may not be initiated by offerors. **These discussions will be limited to issues and topics brought forth by the City. Any attempt by proposer or vendor at deviating from the issues and topics to discuss other issues and topics concerning the Bid brought forth by the City of Galveston shall be grounds for disqualification.** Vendors shall not contact any City of Galveston personnel during the Bid process without the express permission from the City's Purchasing Supervisor.
- B. All correspondence relating to this bid, from advertisement to award, shall be sent to the City of Galveston's Purchasing Department. All presentations and/or meetings between the City of Galveston and the vendor relating to this bid shall be coordinated by the City of Galveston Purchasing Department. A variety of factors may be used in the evaluation of the submitted Bids for this project. The anticipated evaluation factors and emphasis placed on each factor may be identified in the Scope of Services. City reserves the right to determine which Bid provides the City with the best value and which will be in the City's best interest. The City Council shall be sole judge in determining award. Per Texas Local Government Code § 252.043(b):
 - i. the purchase price;
 - ii. the reputation of the bidder's goods or services;
 - iii. the quality of the bidder's goods or services;
 - iv. the extent to which the goods or services meet the municipality's needs;
 - v. the bidder's past relationship with the municipality;
 - vi. the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses (HUB) and non-profit organizations employing persons with disabilities;
 - vii. the total long-term cost to the municipality to acquire the bidder's goods or services; and
 - viii. any relevant criteria specifically listed in the Invitation to Bid or proposals.
- C. **Completeness:** If the Bid Document is incomplete or otherwise fails to conform to the requirements of the ITB, the City alone will determine whether the variance is so significant as to render the Bid non-responsive.
- D. **Ambiguity:** Any ambiguity in the Bid Document as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all

conditions shall be construed in the favor of the City. In the event of a conflict between these standard ITB requirements and details provided in Appendix J – Scope of Services or Appendix A – Bid, the Appendices shall prevail.

- E. **Unit Prices and Extensions:** If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Bidder will be bound thereby.
- F. **Additional Information:** City may request any other information necessary to determine Bidder's ability to meet the minimum standards required by this ITB.
- G. **Partial Contract Award:** City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Bidders based on the unit prices proposed in response to this request, or to reject any and all Bids and re-solicit for Bids, as deemed to be in the best interest of City.
- H. **No Commitment:** The Invitation to Bid does not commit the City of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a (bid/proposal) to this request, or to procure or contract for services or supplies.
- I. **Protest Procedures:** Any actual or prospective bidder/proposer who is allegedly involved with the solicitation or award of bid/proposal may submit a protest to the decision. The protest must be submitted in writing to the City of Galveston's Purchasing Supervisor within three working days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Supervisor will promptly issue a decision in writing to the protesting party.
 - i. All protest lodged by potential or actual bidders, contractors or proposers must be made in writing and contain the following information.
 - a. Name, address and telephone number of the protestor.
 - b. Identification of the solicitation or contract number and time.
 - c. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
 - d. Identification of the issue (s) to be resolved and statement of what relief is requested.
 - e. Arguments and authorities in support of the protest.
 - f. A statement that copies of the protest have been mailed or delivered to all interested parties in the invitation to bid or request for proposals process. In the case of request for proposals, the City of Galveston Purchasing Supervisor shall ask the protester to mail or deliver the protest to relevant parties.
 - ii. The City of Galveston's City Manager has the authority to render the final determination regarding the protest. Any determination rendered by the City of Galveston's City Manager will be final.
- J. **Single Bid Response:** If only one proposal or bid is received in response to the Request for Proposals/Bids, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.
- K. **Re-Appropriation of Budget Items:** The City may reduce the funds allocated and the services required under this Agreement at its discretion. The City shall notify Contractor in writing of this reduction. Contractor shall not perform any services subtracted from

this Agreement. The de-obligation of funds does not require any formal amendment of this Agreement but shall be evidenced by a revised budget approved by City Council.

- L. Appropriation of Funds: The City of Galveston has established an appropriation (allocation) of funds for this project, if in the event that appropriated (allocated) funds are exhausted, the contractor's only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.
- M. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Galveston for cause:
- i) The successful bidder fails to perform in accordance with the provisions of these specifications; or
 - ii) The successful bidder violates any of the provisions of these specifications; or
 - iii) The successful bidder disregards laws or regulations of any public body having jurisdiction; or
 - iv) The successful bidder transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.
 - v) If one or more of the events identified in Subparagraphs M i) through iv) occurs, the City of Galveston may, terminate the contract by giving the successful bidder seven (7) days written notice of such termination. In such case, the successful bidder shall only be entitled to receive payment for goods and services provided before the effective date of termination. In the event this clause is exercised, the amount of such payment shall constitute the basis for settlement. The successful bidder shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
 - vi) When the contract has been so terminated by the City of Galveston, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.
- N. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed prior to termination; to the extent said services are satisfactory. In the event this clause is exercised, the amount of such payment shall constitute the basis for settlement.

8. Pursuant to Sec. 2-341 of the City Code – Declaration of Policy

- A. It is the policy of the City of Galveston to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all City of Galveston contracts. The purpose and objectives of this article are to:
- i. Increase the capacity of local M/WBE's to provide products and services.
 - ii. Increase the opportunities for local M/WBE's to expand their business with the city and other public and private sector business entities.
- B. Provided, however, nothing herein shall require the city to award contracts for services or

procurements to a M/WBE which is not also the lowest responsive and responsible bidder and otherwise qualified unless the city may otherwise lawfully award the contract to someone other than the lowest responsive, responsible bidder.

- C. Additionally The City of Galveston has a Disadvantaged Business Enterprise, (DBE) program mandated by the US Department of Transportation, which is part of its M/WBE program.

Appendix A – Bid Document

Submittal Checklist: (To determine validity of bid)

☒ Appendix A (pages 10 through 19) must be included in the bid submittal.

☒ Appendix B – G (pages 20 through 27) all forms must be complete and included in the bid submittal.

By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices, and agreeing to their terms:

☒ Appendix B – Conflict of Interest

☒ Appendix E – Nepotism Statement

☒ Appendix C – House Bill 89 Verification

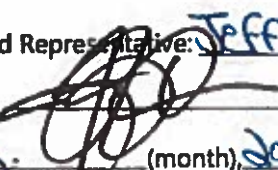
☒ Appendix F – Non-Collusion Statement

☒ Appendix D – Property Tax Statement

☒ Appendix G – Certification Regarding Debarment

☒ Appendix J (pages 30 through 44) must be included in the bid submittal.

All bids submitted to the City of Galveston shall include this page with the submitted Bid.

ITB Number:	19-011A		
Project Title:	Street Materials		
Submittal Deadline:	Thursday, August 29, 2019 @ 2:00 p.m. CST		
Submit in person: City of Galveston Purchasing Division, 823 Rosenberg St., Room 306, Galveston, Texas 77550 or by mail: City of Galveston Purchasing Division, PO Box 779, Galveston, Texas 77553			
Bidder Information:			
Bidder's Legal Name:	Vulcan Construction Materials LLC		
Address:	P.O. Box 791550		
City, State & Zip	San Antonio, TX 78279		
Federal Employers Identification Number #	63-1211833		
Phone Number:	210-524-3512	Fax Number:	210-524-3555
E-Mail Address:	Vulcantxquotes@vmcmail.com		
Bidder Authorization			
I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into a contract on behalf of the Bidder.			
Printed Name and Position of Authorized Representative: <u>Jeff Harris, Commercial Excellence Director</u>			
Signature of Authorized Representative: 			
Signed this <u>21</u> (day) of <u>Aug.</u> (month), <u>2019</u> (year)			

Appendix A – Bid Document (continued)

I. **REQUIRED BID INFORMATION. IN ORDER FOR A BID TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, BIDDER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION**

1. **Proposed Products and/or Services**

- A. **Product or Service Description:** Bidders should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix J. Promotional literature, brochures, or other technical information may be used.
- B. **Additional Hardware Descriptions:** Bidders should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.
- C. **Material Safety Data Sheets (MSDS):** If applicable, the successful Bidder shall provide the City with applicable MSDS documentation as required by applicable laws and regulations.
- D. **Guarantees and Warranties:** Each Bidder shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Bidder with the Bid submitted.
- E. **Project Schedule/Delivery Date:** Bidder must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the ITB. The Bid Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.
- F. **Certain Construction and Installation Projects:** Texas Government Code 2252 – Subchapter F – Section 2252.201, 2252.202, and 2252.203. A contract between the vendor and the City of Galveston must comply with the statutes above regarding the purchase of iron or steel products. Any iron or steel product produced through a manufacturing process and used in a project shall be produced in the United States. By signing Appendix A, vendor attests that the material provided is manufactured in the United States. A contract found non-compliant is subject to immediate termination by the City of Galveston.

2. **Cost of Proposed Products and/or Services**

- A. **Pricing:** Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. **Schedule of Pricing:** Bidder shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format:

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
247	1500 lbs	A-1 Base	\$37.56	\$56,340
247	1500 lbs	A-2 Base	\$37.56	\$56,340
			\$	\$
		TOTAL ALL LINE ITEMS	\$	\$112,680

3. Bidder's Experience / Staff

- A. **Project Team:** Identify all members of the Bidder's team (including both team members and management) who will be providing any services proposed and include information which details their experience.
- B. **Removal or Replacement of Staff:** If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.
- C. **Business Establishment:** State the number of years the Bidder's business has been established and operating. If Bidder's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years' experience the business has: 50+ ; and the number of employees: 8000+.

- D. **Project Related Experience:** All Bids must include detailed information that details the Bidder's experience and expertise in providing the requested services that demonstrates the Bidder's ability to logically plan and complete the requested project.

4. References

Bidder shall provide three (3) references where Bidder has performed similar to or the same types of services as described herein. Bidder shall provide references not affiliated with the City of Galveston, or any of its employees.

Reference #1:

Client / Company Name: <u>Jefferson County</u>	
Contact Name: <u>Deborah Clark</u>	Contact Title: <u>Purchasing Agent</u>
Phone: <u>409-434-5430</u>	Email: <u>syphrett@co.jefferson.tx.us</u>
Date and Scope of Services Provided: <u>Ongoing</u>	

Reference #2:

Client / Company Name: <u>Nueces County</u>	
Contact Name: <u>Michael Robinson</u>	Contact Title: <u>Michael.robinson1@nuecesco.com</u>
Phone: <u>361-888-0556</u>	Email: <u>Purchasing director</u>
Date and Scope of Services Provided: <u>Ongoing</u>	

Reference #3:

Client / Company Name: <u>Harris County</u>	
Contact Name: <u>Dewight Dopslauf</u>	Contact Title: <u>C.P.M., CPPD</u>
Phone: <u>713-755-6573</u>	Email: <u>dewight.dopslaufe@pur.hctx.net</u>
Date and Scope of Services Provided: <u>Ongoing</u>	

5. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This bid (does) X (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

6. Federal, State and/or Local Identification Information

- A. Centralized Master Bidders List registration number: _____.
- B. Prime contractor HUB / MWBE registration number: _____.
- C. An individual Bidder acting as a sole proprietor must also enter the Bidder's Social Security Number: # _____ - _____ - _____.
- D. Dun and Bradstreet Number - Data Universal Numbering System (DUNS):
805344798.
- E. All vendors contracting with the City of Galveston may be required to register, or have an active registration with the System for Award Management (SAM.gov). Registration is free. The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds. Registration must be completed prior to contract award by City Council. Registering online is accomplished on the SAM website here: <https://www.sam.gov/portal/SAM/#11#1>.

7. Cooperative Governmental Purchasing Notice

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this ITB from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

☐ **Yes, Others can purchase purchase.**

☒ **No, Only the City can**

8. Term of Contract and Option to Extend: Any contract resulting from this ITB shall be effective for three (3) years upon execution by the City of Galveston. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

- A. Option Clause: It is agreed that City will have the option to extend the contract for up to two (2) additional years, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.
- B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

Vendors shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the City. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.

- C. Price Increases Upon Extension: If approved by the City, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the City. The maximum increase allowed under this provision shall be four percent (4%) per year. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor's rates. City cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation. The escalation time frame will be determined by the City's Fiscal Year which begins in October and ends the following September. (example: FY 2017 October 1, 2016 – September 30, 2017)

FIRST ADDITIONAL YEAR (FY 2023) ESCALATION 4 %

SECOND ADDITIONAL YEAR (FY 2024) ESCALATION..... 4 %

9. Emergency Business Services Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to purchasing@galvestontx.gov.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Galveston procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: Vulcan Materials Co. (Vulcan Construction Materials LLC)

Contract #: 19-011A

Description: Street Materials

Primary Contact (Name): Jazmin Ruvalcaba

Primary Contact Phone Numbers: Home: _____ Cell: 281.690.0574

Secondary Contact (Name): LINDA TRIMPE

Secondary Contact Phone Numbers: Home: _____ Cell: 281.690.1635

After Hours emergency opening fee, if applicable: \$ 1,000

II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE BIDDER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED BID, ANY CONTRACT RESULTING FROM THIS ITB WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH BIDDER HEREBY ACKNOWLEDGES, AND TO WHICH BIDDER AGREES BY SUBMITTING A BID.

1. Delivery of Products and/or Services

- A. **Payment Terms:** Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: accountspayable@galvestontx.gov. See Appendix I for ACH Payment Information, if you elect to receive your payments according to Appendix I, fill out the form and return with your documents.
- B. **Warranty of Products and Services:** All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Bid, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. **Late Delivery or Performance:** If Bidder fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Bidder, who agrees to pay such costs within ten days of invoice.

- D. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Bidder. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Bidder at no additional cost to the City.
- E. Excess or Incorrect Commodities: Products or materials delivered in error or in excess of the quantity ordered shall be returned at the successful Bidder's expense, unless otherwise agreed to in writing by the City.
- F. Title to Goods and Risk of Loss: For goods to be provided by Bidders hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.
- G. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.
- H. Liquidated Damages: The parties agree that, if the Project is not completed within the time specified plus any extensions of time allowed pursuant thereto, the actual damages sustained by the Owner because of any such delay will be uncertain and difficult of ascertainment, and that the reasonable foreseeable value of the use of said project by the Owner would be the sum of \$250.00 per calendar day. The Contractor therefore agrees to pay, and the Owner agrees to accept, as liquidated damages and not as a penalty, the sum of \$250.00 per calendar pay for each day's delay in fully completing said project beyond the time specified in the Contract and any extensions of such time allowed there under.
- I. Change Orders: per Texas Local Government Code Sec. 252.048. CHANGE ORDERS. (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.
- (b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.
- (c) If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.
- (c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of \$100,000 or less, or a lesser

amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.

(d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

2. Miscellaneous

- A. Independent Contractor: Bidder agrees that Bidder and Bidder's employees and agents have no employer-employee relationship with City. Bidder agrees that if Bidder is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- B. Assignments: The rights and duties awarded the successful Bidder shall not be assigned to another without the written consent of the Purchasing Supervisor. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Liens: Bidder shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Bidder or Bidder's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. Gratuities / Bribes: Bidder certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative, to any City officer, employee or elected representative, with respect to this ITB or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- E. Financial Participation: Bidder certifies that it has not received compensation from the City to participate in preparing the specifications or ITB on which the Bid is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Bidder certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Authority to Submit Bid and Enter Contract: The person signing on behalf of Bidder certifies that the signer has authority to submit the Bid on behalf of the Bidder and to bind the Bidder to any resulting contract.
- H. Authority to Enter Contract – City: The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include "approved as to form" and be signed by the City Attorney before the City Manager will execute the contract. Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to

review by the City's Legal Department prior to being signed by the City Manager, (City's authorized representative).

- I. **Compliance with Applicable Law:** Bidder agrees that the contract will be subject to, and Bidder will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.
- J. **Non-Discrimination:** During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin. (3) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

3. Financial Responsibility Provisions

- A. **Insurance:** The Bidder, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Services, Appendix J) as City may require, naming the City of Galveston as the additional insured:
 - I. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
 - ii. Commercial General Liability insurance for at least One Million Dollars (\$1,000,000) on a per occurrence basis, with a Two Million (\$2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;
 - iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;
 - iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Services.

Insurance coverage shall be on an "occurrence basis"

- B. **Indemnification:** In Accordance with State Law, the contractor agrees to indemnify, save, and hold harmless the City of Galveston, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgements, or liabilities, for personal injury, death, or property damage resulting from the acts or omissions of anyone under the contractor's supervision or control.

In the event of any cause of action or claim asserted by a party to this agreement or any third party, the City will provide the contractor with timely notice of such claim, dispute or notice. Thereafter, the contractor shall at its own expense, faithfully and completely defend and protect the City against any and all liabilities arising from this claim, cause of action, or notice.

- i. **Indemnity for Intellectual Property:** Bidder hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.
- C. **Bond Requirements:** If applicable, per the Scope of Work, prior to the commencement of work on this Project, Bidder shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, unless otherwise stated below:
- i. Bid bonds are required for bids over \$25,000.00 in the amount of 5% of the total bid amount. This must be issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, or a Cashier's Check.
- ii. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;
- iii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and
- iv. A maintenance bond insuring full and prompt maintenance, repair and/or replacement of the goods to be provided by Bidder for a period of two years from date of acceptance by the City.

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer's family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4A and 4B development corporations;
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Galveston who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer's family from a family member, a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a "Conflict of Interest Questionnaire" (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding "employment or business relationships" with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. *The Finance Department is required by law to post the statements on the City's website.*

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1. Name of person who has a business relationship with local governmental entity.Jeff Harris**OFFICE
USE
ONLY**Date
Received**2. ☒ Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.NONE

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4.

Signature of person doing business with the governmental entity

Date

Adopted 06-29-2007

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix C - House Bill 89 Verification

Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.
3. Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

I, Jeff Harris (Person name), the undersigned representative of (Company or Business Name) Vulcan Construction Materials LLC (hereinafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

- a. Does not boycott Israel currently; and
- b. Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Galveston, Texas.

8-21-19

DATE


SIGNATURE OF COMPANY REPRESENTATIVE

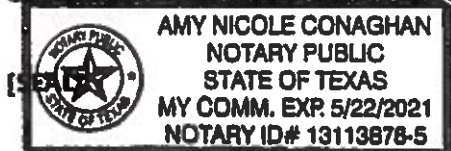
STATE OF Texas
COUNTY OF Bexar

§

§

On this day, BEFORE ME, the undersigned, personally appeared Jeff Harris the Comm. Excellence Director of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21 day of Aug, 2019.




NOTARY PUBLIC in and for the
State of Texas

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

Appendix D – Property Tax Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
"NON-RESPONSIVE."**

The City of Galveston, Texas has adopted the following policy:

The City of Galveston will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

X I do not owe the City property taxes that are delinquent.

_____ I owe City property taxes that are delinquent on property located at

Jeff Harris- Vulcan Construction Materials LLC

Bidder's Printed or Typed Name

Bidder's Signature


8-21-19

Date

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix E – Nepotism Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
“NON-RESPONSIVE.”**

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Bidder or Proposer is an individual:

_____ I am not related by blood or marriage to any official or employee of the
City of Galveston

_____ I am related by blood or marriage to the following official(s) or employee(s)
of the City of Galveston

Name and title of City Official

Or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

X The officers of the company submitting this bid or proposal are not related by
blood or marriage to any official or employee of the City of Galveston.

_____ The officers of the company submitting this bid are related by blood or marriage to the
following official(s) or employee(s) of the City of Galveston.

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix F – Non-Collusion Statement

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID IN COLLUSION WITH ANY OTHER BIDDER, AND THAT THE CONTENTS OF THIS BID AS TO PRICES, TERMS OR CONDITIONS OF SAID BID HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID.

VENDOR Vulcan Construction Materials LLC

ADDRESS P.O. Box 791550 San Antonio, TX 78279

PHONE 210-524-3512

FAX 210-524-3555

BIDDER (SIGNATURE) 

BIDDER (PRINTED NAME) Jeff Harris

POSITION WITH COMPANY Commercial Excellence Director

SIGNATURE OF COMPANY OFFICIAL AUTHORIZING THIS BID 

COMPANY OFFICIAL (PRINTED NAME) Jeff Harris

OFFICIAL POSITION Commercial Excellence Director

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

Appendix G – Document 00435
The City of Galveston, Texas

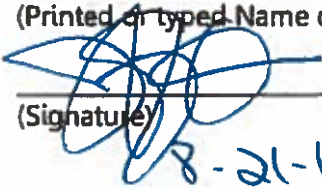
**DOCUMENT 00435, REQUIRED BY ALL BIDDERS WHO WILL RECEIVE FEDERAL FUNDS IN
PAYMENT OF PROCUREMENT.**

**BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION (49 CFR PART 29)**

The undersigned certifies, by submission of this Bid or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

Jeff Harris
(Printed or typed Name of Signatory)


(Signature)

8-21-19
(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix H – No Intent to Submit Form

If your firm has chosen not to submit a bid for this procurement, please complete this form and submit to:

City of Galveston
Purchasing Division
PO Box 779
Galveston, Texas 77553

City of Galveston
Purchasing Division
823 Rosenberg St. Room 306
Galveston, Texas 77550

Please check all items that apply:

- | | |
|---|---|
| ☐ Do not sell the item(s) required | ☐ Cannot provide Insurance required |
| ☐ Cannot be competitive | ☐ Cannot provide Bonding required |
| ☐ Cannot meet specifications highlighted in the attached request | ☐ Cannot comply with Indemnification requirement |
| ☐ Job too large | ☐ Job too small |
| ☐ Do not wish to do business with the City of Galveston | ☐ Other: _____ |
| ☐ Cannot submit electronically | |

COMPANY NAME (Please print): _____

Authorized Officer Name (Please print): _____

Telephone: (____) _____

Fax: (____) _____

You may also email this form to: purchasing@galvestontx.gov.

Appendix I – ACH Form



The City of Galveston would like to thank you for the services you and your company have provided for us in the past, present, and in the future. For those services provided you have more than likely received payments via a paper check in the mail. As we all know, that process is slow, inefficient, and costly for us and for you as the recipient.

Mail can be delayed, lost, or even stolen causing payments to be late and we may then face penalties and late fees. The City of Galveston would like to streamline our payment process with electronic payments. These payments will be transferred electronically from our financial institute to your financial institute. The process will get your payments to you in a quicker, more reliable, and more efficient manner.

If you would like to sign up to start receiving all of your payments via ACH / Wire Transfers, please fill out the authorization forms and return to the City of Galveston Finance Department.

Please email to:

accountspayable@galvestontx.gov

Or mail to:

City of Galveston
Finance Department
P.O. Box 779
Galveston, TX 77553

If you have any questions or concerns, please do not hesitate to call Accounts Payable at 409.797.3569. Please put the Purchase Order Number on your invoices to ensure prompt payment. Again, we appreciate you and the services your business provide for the City of Galveston.

Sincerely,

A handwritten signature in black ink that reads "Michael W. Loftin".

Michael W. Loftin
Assistant City Manager – Finance



City of Galveston

ACH Payment Agreement Form

Authorization Agreement

I hereby authorize the City of Galveston to initiate ACH deposits to my account at the financial institution named below.

Further, I agree not to hold the City of Galveston responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution, or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until the City of Galveston receives a written notice of cancellation from me or my financial institution, or until I submit a new ACH Payment Agreement Form to the City of Galveston Finance Department.

Account Information

Name of Financial Institution:

Bank of America

Financial Institute Address:

P.O. Box 38514, Birmingham, AL 35203

Routing Number:

111000012

Account Number:

4451047359

SWIFT Code: (if applicable)

BOFAUS3N

Executed agreement must include a confirmation of the banking information from an Authorized Bank Official on bank letterhead with the Authorized Bank Official's business card.

Signature

Company Name:

Vulcan Construction Materials LLC

Authorized Signature:

Stephanie Merritt

Printed Name:

Stephanie Merritt

Title:

Credit Analyst

Contact Phone Number:

710.524.3539

Date:

8/16/19

FOR CITY USE ONLY:

Verified by: _____ Date Verified: _____

Appendix J – Scope of Services

1. Project Title: Bid 19-011A STREET MATERIALS.

2. Scope of Services Contact

Questions about the technical nature of the Scope of Services will be directed to the Purchasing Department, Phone. 409.797.3579, e-mail: purchasing@galvestontx.gov.

3. Special Conditions

There are no bonding requirements for this solicitation.

The following are required Federal Clauses that shall be returned with the Bid and are part of the contract documents herein.

CITY OF GALVESTON BID # 19-011A SPECIAL PROVISIONS FOR PROCUREMENT FEDERAL REQUIREMENTS

CONTENTS

1. No Government Obligation to Third Parties
2. Program Fraud and False or Fraudulent Statements and Related Acts
3. Access to Records and Reports
4. Equal Employment Opportunity
5. Government-wide Debarment and Suspension (Nonprocurement)
6. Contract Work Hours and Safety Standards Act
7. Lobbying
8. Clean Air
9. Clean Water
10. Procurement of Recycled Materials
11. Department of Homeland Security Logo, Seal, and Flags
12. Compliance with Federal Law, Regulations, and Executive Orders

1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Jeff Harris

(printed name of signatory)



(signature and date)

8-21-19

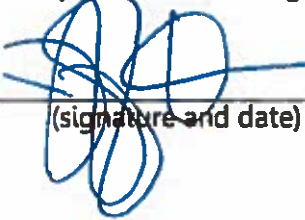
**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
31 U.S.C. 3801 et seq.

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., "Administrative Remedies for False Claims and Statements," apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

Jeff Harris

(printed name of signatory)



8-21-19

(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

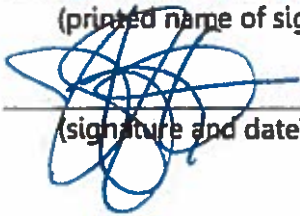
3. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

Jeff Harris

(printed name of signatory)



8-21-19

(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

4. EQUAL EMPLOYMENT OPPORTUNITY

29 CFR Part 1630, 41 CFR Parts 60 et seq.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Jeff Harris

(printed name of signatory)



(signature and date)

8-21-19

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

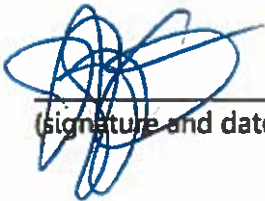
5. GOVERNMENT-WIDE SUSPENSION AND DEBARMENT

By signing and submitting its bid or proposal, the bidder or proposer agrees to comply with the following:

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Jeff Harris

(printed name of signatory)



8-21-19

(signature and date)

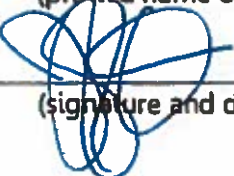
**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
29 CFR § 5.5(b)

- (1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) **Withholding for unpaid wages and liquidated damages** - The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) **Subcontracts** - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Jeff Harris

(printed name of signatory)



(signature and date)

8-21-19

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

7. LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall 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 U.S.C. § 1352. Each tier shall 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 recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

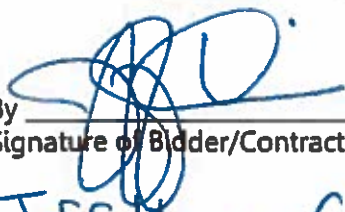
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Jeff Harris
Vulcan Construction Materials LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq* apply to this certification and disclosure, if any.

Executed this 21 day of Aug., 2019

By 
Signature of Bidder/Contractor /Subcontractor's Authorized Official

Jeff Harris, Commercial Excellence Director
Printed Name of Bidder/Contractor /Subcontractor's Authorized Official
Vulcan Construction Materials LLC

Comm. Excel Director
Title of Authorized Official

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

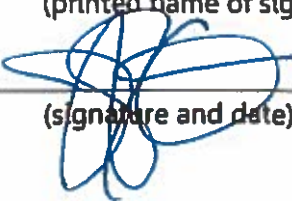
8. CLEAN AIR
42 U.S.C. § 7401 et seq.

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Jeff Harris

(printed name of signatory)



(signature and date)

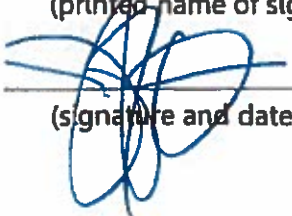
8-21-19

9. CLEAN WATER REQUIREMENTS
33 U.S.C. 1251 et seq.

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Jeff Harris

(printed name of signatory)



(signature and date)

8-21-19

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

**10. PROCUREMENT OF
RECOVERED MATERIALS
42 U.S.C. 6962**

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Jeff Harris

(printed name of signatory)



(signature and date)

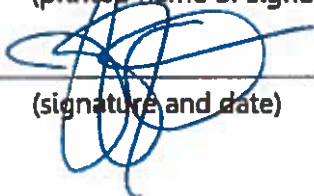
8-21-19

11. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval

Jeff Harris

(printed name of signatory)



(signature and date)

8-21-19

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

12. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Jeff Harris

(printed name of signatory)

(signature and date)

8-21-19

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.

4. Bid Evaluation Factors – change below if necessary or delete –

Factor
Price
Vendor Past Performance
Location of the Vendor
Meets Specifications

5. Brand Manufacture Reference

The City has determined that any manufacturer's brand defined in the Scope of Services meets the City's product and support need. The manufacturer's reference is not intended to be restrictive, and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Bid is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

6. Key Events Schedule

Bid Release Date	August 5, 2019
Deadline for Submittal of Written Questions	August 20, 2019 @ 2:00 p.m. CST
Sealed Bids Due to and Opened by City	August 29, 2019 @ 2:00 p.m. CST
Anticipated Committee Evaluation Review Date	August 2019
Anticipated Award Date	September 2019

7. Scope of Services See following page.

CITY OF GALVESTON, TEXAS
STREET MATERIALS ANNUAL REQUEST FOR BID
BID # 19-011A

PUBLIC INFRASTRUCTURE DEPARTMENT

	DESCRIPTION	PER TON - FOR GALVESTON		PER TON - FOR PLANT	
		PER GALLON - FOR GALVESTON	PER GALLON - FOR PLANT	PER GALLON - FOR PLANT	PER GALLON - FOR PLANT
1	CONCRETE BID GALV				
	3500 PSI 5/8 GRAVEL (A)	NB			
	3000 F 1.5" GRAVEL	NB			
	3000 F 5/8" GRAVEL	NB			
	3000 F 1" GRAVEL	NB			
	SACK 5/8" GRAVEL	NB			
	DESCRIPTION				
	A. LIMESTONE				
2	BASE #247 - Grade 1	GRADE 1 (PRICE PER TON) FOR GALVESTON	GRADE 1 (PRICE PER TON) FOR PLANT		
	100 TO 500 TONS	37.56	23.50		
	501 TO 1,000 TONS	37.56	23.50		
	1,001 TO 1,500 TONS	37.56	23.50		
	DESCRIPTION				
	A. LIMESTONE				
3	BASE #247 - Grade 2	GRADE 2 (PRICE PER TON) FOR GALVESTON	GRADE 2 (PRICE PER TON) FOR PLANT		
	100 TO 500 TONS	37.56	23.50		
	501 TO 1,000 TONS	37.56	23.50		
	1,001 TO 1,500 TONS	37.56	23.50		
	DESCRIPTION				
4	CEMENT STABILIZED	PER TON - FOR GALVESTON			
	LIMESTONE: 7% MIX	PRICE PER TON			
	3/8" WASHED RIVER ROCK	NB			
	SAND: 1.5 SACK MIX (DELIVERED)	NB			
	DESCRIPTION				
5	Cationic Emulsion CRS-2 (Per GAL)	PER GALLON - FOR GALVESTON	PER GALLON - FOR PLANT		
		NB	NB		
	DESCRIPTION				
6	Cold Applied Crack & Joint Sealant (Per Drum)	PER DRUM - FOR GALVESTON	PER DRUM - FOR PLANT		
		NB	NB		
	DESCRIPTION				
7	Tackless Tack Oil (Per GAL)	PER GALLON - FOR GALVESTON	PER GALLON - FOR PLANT		
		NB	NB		
	Pothole Tack/ Geotack Membrane	NB	NB		

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-531471

Date Filed:
08/21/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Vulcan Construction Materials LLC
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Galveston Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

19-011A
Street Materials

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	Vulcan Construction Materials LLC	Birmingham, AL United States	X	

5 Check only if there is NO interested Party. ☐

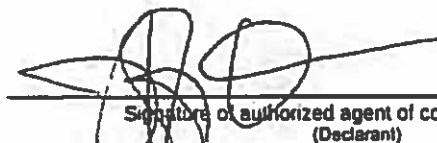
6 UNSWORN DECLARATION

My name is Jeff Harris, and my date of birth is 12-28-65

My address is 800 Isom Rd., Ste 300 San Antonio Tx 78216 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bexar County, State of Tx, on the 21 day of Aug., 2019.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Vulcan Construction Materials LLC
San Antonio, TX United States

Certificate Number:
2019-553689

Date Filed:
10/21/2019

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Galveston

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

COG-CON-19-126
19-011A Street Materials

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	Vulcan Construction Materials LLC	Birmingham, AL United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Jeff Harris, and my date of birth is 12-28-65

My address is 800 Isom Rd, Ste 300, San Antonio Tx 78216 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bexar County, State of Tx, on the 23 day of Oct, 2019
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, Inc. 1 Perimeter Park South, Suite 100N Birmingham, AL 35243 Attn: Laura McLaughlin (205) 970-6705	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
CN102620992-SW-REG-19-20	INSURER(S) AFFORDING COVERAGE INSURER A : Old Republic Insurance Co INSURER B : N/A INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Vulcan Construction Materials, LLC PO Box 385014 Birmingham, AL 35238-5014	NAIC # 24147 N/A

COVERAGES **CERTIFICATE NUMBER:** ATL-004696923-05 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual ☒ Subject to \$50,000 SIR/claim GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			MWZY312014-19	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			MWTB312011-19	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MWC312015-19	01/01/2019	01/01/2020	☒ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Contract # COG-CON-17-060 (Supply of Street Materials) Certificate Holder is named as additional insured as their interest appears, but only as respects liability caused by the operations of the Named Insured, where specifically required by the above-referenced signed contract between Named Insured and Certificate Holder.

CERTIFICATE HOLDER **CANCELLATION**

City of Galveston P. O. Box 779 Galveston, TX 77553-0779	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Dawn Adamson <i>Dawn B. Adamson</i>
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City of Galveston

CAPITAL PROJECTS STAFF REPORT

November 6, 2019

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

From: J. Dudley Anderson
Building Program Manager

Re: Consider for approval Change Order #4 to the contract with J. W. Kelso Company, Inc., for the City of Galveston Public Works Facility project, increasing the contract by \$208,808.00 from the amount of \$10,721,908.20 to the amount of \$10,930,716.20. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. 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.
- B. The amended state plan allocated \$1.032 billion to the Houston-Galveston Area Council region.
- C. The construction of a new Public Works and Utilities facility was identified as a project to be funded by the CDBG Disaster Recovery Non-Housing Round 2.2 program.
- D. The General Land Office approved LAN, Inc to provide architectural design services for the City of Galveston Public Works Facility project.
- E. J. W. Kelso Company, Inc. was awarded the contract by Council on December 14, 2017 in the amount of \$10,732,495.00.
- F. Change Order 1 was council approved on June 27, 2019 for a **decrease** in contract amount of \$154,050.80.
- G. Change Order 2 was council approved on August 22, 2019 for an **increase** in contract amount of \$113,528.00.
- H. Change Order 3 was council approved on September 19, 2019 for an **increase** in contract amount of \$29,936.00.
- I. The cumulative change in construction cost through Change Order #3 is a negative 0.1%





City of Galveston

CAPITAL PROJECTS STAFF REPORT

II. Current Situation

- A. The project is approximately 75% complete and will be completed in the first quarter of 2020. Furniture will be delivered to the new administration building December 3 and departments will be scheduled to move in shortly thereafter.
- B. The City of Galveston will be occupying the warehouse portion of the project the second week of November.
- C. There are 6 items identified and recommended by City staff in this change order.
 - a. Item 1 – Provide pre-engineered metal structures to shelter Public Works equipment at the new facility. These shelters were included in the original documents but removed over budget concerns. Additional CDBG funding is available to provide these shelters and extend the life of valuable equipment.
 - b. Item 2 – Provide fire alarm devices in the Administration building required to meet state and local codes not specified in the original documents.
 - c. Item 3 – Provide equipment required by code but not specified in the original documents to monitor the fire sprinkler system in the new warehouse.
 - d. Item 4 – Provide additional painting required but not specified in the original documents at the warehouse ceiling.
 - e. Item 5 – Relocate existing time clocks, security cameras and related infrastructure and equipment from the existing warehouse to the new warehouse.
 - f. Item 6 – Provide sheet metal trim at warehouse perimeter to protect exposed insulation not specified in the original documents.
- D. The net **increase** of this change order is \$208,808.00.
- E. The cumulative change in construction cost is 1.85% including Change Order #4.
- F. The cost of construction changes is funded by CDBG Round 2.2.
- G. LAN has recommended approval of this request.

III. Alternatives in order of priority

- A. Approve Change Order #4 to the contract with J. W. Kelso Company, Inc., for the City of Galveston Public Works Facility project, increasing the contract by \$208,808.00 from the amount of \$10,721,908.20 to the amount of \$10,930,716.20.
- B. Do not approve the change order.

IV. Recommendation

Approve Change Order #4 to the contract with J. W. Kelso Company, Inc., for the City of Galveston Public Works Facility project, increasing the contract by \$208,808.00 from the amount of \$10,721,908.20 to the amount of \$10,930,716.20.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

V. Fiscal Impact Report

Requested by:

J. Dudley Anderson
Architectural Projects Manager

Funding Source:

CDBG DR Non-Housing Round 2.2

Construction Cost

\$10,930,716.20 (**increase** of \$208,808.00)

Construction Administration

\$ 191,597.00

Total Cost of Implementation

\$ 11,122,313.20

Respectfully Submitted,

J. Dudley Anderson
Building Program Manager





Texas General Land Office Disaster Recovery

Construction Contract Change Order Request Form

Engineer: Lockwood, Andrews & Newnam 2925 Briarpark Drive, Suite 400 Houston, TX 77042 Phone No.: 713-266-6900	Owner (Contractor Locality): City of Galveston 823 Rosenberg Galveston, TX 77553 Phone No.: 409-797-3500	Contractor: J.W. Kelso Company Inc. 7225 Harborside Drive Galveston, TX 77553 Agreement Date: 12/14/2017 Phone No.: 409-740-0266	
Date: 10/31/2019 Project Code No.: Bid Package No.:	Contract For (Project Description): Construction of the City of Galveston Public Works Facility	GLO Contract No.: 15-081-000-8748 Change Order No.: 04	
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
CO4-1	CP 19: Add pre-engineered metal structures to shelter Public Works equipment.		\$180,572.00
CO4-2	CP 22: Add fire alarm devices in Administration building as required to meet state and local requirements.		\$8,298.00
CO4-3	CP 24: Provide equipment to monitor fire sprinkler system in Warehouse.		\$4,552.00
CO4-4	CP 25: Additional painting required at Warehouse ceiling.		\$3,686.00

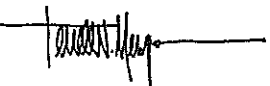
CO4-5	CP 26R: Relocate time clocks, security cameras and related infrastructure and equipment from the existing warehouse facility to the new warehouse facility.		\$8,190.00
CO4-6	CP 27: Install sheet metal trim at warehouse perimeter to protect exposed insulation termination.		\$3,510.00
	Totals		\$208,808.00

<u>Change in Contract Price</u>	<u>Change in Contract Time (Calendar Days)</u>
Original Contract Price: \$10,732,495.00	Original Contract Time: 576 days
Previous Change Order(s): No. 01 to No. 03 (\$10,586.80)	Net Change From Previous Change Orders: 116 days
Contract Price Prior to this Change Order: \$10,721,908.20	Contract Time Prior to this Change Order: 692 days
Net Increase/Decrease of this Change Order: \$208,808.00	Net Increase/Decrease of this Change Order: 0 days
Contract Price With all Approved Change Orders: \$10,930,716.20	Contract Time With all Change Orders: 692 days
Cumulative Percent Change in Contract Price (+/-): +1.85%	Grantee Contract End Date: (mm/dd/yy) 12/31/2019
Construction Contract Start Date: (mm/dd/yy) 02/07/2018	Construction Contract End Date: (mm/dd/yy) 12/31/2019

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: 

ENGINEER

Lockwood, Andrews & Newnam,
Inc.

Date: 10/07/2019

APPROVED:

By: _____

OWNER

City of Galveston

Date: _____

ACCEPTED:

By: 

CONTRACTOR

J.W. Kelso Company, Inc.

Date: 11/5/19

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: Cost proposals applicable to this change order were prepared from competitive subcontractor/supplier quotes contained in the attached supporting documents.

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) N/A

☐ 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).



**Lockwood, Andrews
& Newnam, Inc.**
A LEO A DALY COMPANY

October 31, 2019

RE: City of Galveston Public Works Facility
LAN Project No. 170-10839-000
Change Order No. 4 Recommendations

Mr. Dudley Anderson, Architectural Project Manager
City of Galveston
823 Rosenberg Street Room 205
Galveston, Texas 77550

Dear Mr. Anderson:

LAN has reviewed each of the Change Order No. 4 cost proposals for additional scope items requested. Our findings are itemized below:

Item No. CO4-1, J.W. Kelso Cost Proposal 19:

The Public Works Department of the City of Galveston has several large road paving machines and utility maintenance vehicles that are expensive to replace. In order to extend the useful life of this equipment, the City has requested the construction of pre-engineered steel shelters to protect this equipment from the elements. J.W. Kelso issued a cost proposal on August 26, 2019 in the amount of \$180,572.00 for the construction of the shelters. LAN has reviewed the cost proposal and finds that the cost is reasonable and recommends acceptance of this proposal.

Item No. CO4-2, J.W. Kelso Cost Proposal 22:

The fire alarm system submittal prepared by A-1 Fire Equipment Company for the Administration building included several notification devices that were not indicated on the bid documents. The additional devices and associated infrastructure are required for a complete system that meets state and local codes. J.W. Kelso issued a cost proposal on September 17, 2019 in the amount of \$8,298.00 for the installation of the additional devices and raceways. LAN has reviewed the cost proposal and finds that the cost is reasonable. LAN recommends acceptance of this proposal to ensure that a code-compliant life safety system is provided.

Item No. CO4-3, J.W. Kelso Cost Proposal 24:

The City of Galveston Public Works Department has continuing operations in an existing warehouse on the site of the new Public Works facilities. The City needs to relocate this operation into the new warehouse prior to the completion of the remainder of the project, which requires a means of monitoring the fire sprinkler system in the new building. J.W. Kelso issued a cost proposal on September 17, 2019 in the amount of \$4,552.00 for the installation of the equipment required to monitor the sprinkler system. LAN has reviewed the cost proposal and finds that the cost is reasonable. In order to expedite the completion of the warehouse and allow the City of Galveston to occupy the building, a Construction Change Directive was issued to enable J.W. Kelso to perform this work prior to the issuance of this change order.

Item No. CO4-4, J.W. Kelso Cost Proposal 25:

J.W. Kelso issued RFI 110 on August 19, 2019, asking for clarification of the extent of painting to be provided in the new Warehouse building. LAN's response noted that the entire exposed structure is to receive paint. J.W. Kelso issued a cost proposal on September 17, 2019 in the amount of \$3,686.00 for the additional painting required. LAN has reviewed the cost proposal and finds that the cost is reasonable and recommends acceptance of this proposal.

Mr. Dudley Anderson, Architectural Project Manager
City of Galveston
October 31, 2019
Page 2

Item No. CO4-5, J.W. Kelso Cost Proposal 26R:

The City of Galveston Public Works Department has continuing operations in an existing warehouse on the site of the new Public Works facilities. The City needs to relocate this operation into the new warehouse prior to the completion of the remainder of the project, and requires the relocation of existing time clocks, security cameras and associated infrastructure and equipment to the new building. J.W. Kelso issued a cost proposal on September 27, 2019 in the amount of \$8,190.00 for the relocation of this equipment and infrastructure. LAN has reviewed the cost proposal and finds that the cost is reasonable. In order to expedite the completion of the warehouse and allow the City of Galveston to occupy the building, a Construction Change Directive was issued to enable J.W. Kelso to perform this work prior to the issuance of this change order.

Item No. CO4-6, J.W. Kelso Cost Proposal 27:

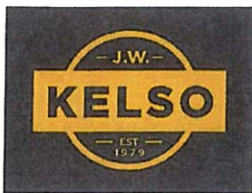
Upon completion of the warehouse wall panel insulation, an unsatisfactory condition was identified where the bottom of the insulation terminates at the top of an CMU wainscot, leaving the edges of the insulation exposed to contact. The City of Galveston, J.W. Kelso and LAN arrived at a solution where the addition of a sheet metal trim section at the perimeter of the storage area will serve to terminate and protect the exposed insulation and extend the durability of the construction. J.W. Kelso issued a cost proposal on October 22, 2019 in the amount of \$3,510.00 for the fabrication and installation of the sheet metal trim. LAN has reviewed the cost proposal and has determined that the cost is reasonable. LAN recommends acceptance of this cost proposal.

The above representations are made with the best knowledge and information available as of this date.

Regards,

A handwritten signature in blue ink, appearing to read "Terre N. Musgrove", with a long horizontal flourish extending to the right.

Terre Musgrove, AIA
Program Manager



J. W. Kelso Company, Inc.
P.O. Box 2110, Galveston, Texas 77553
7225 Harborside Drive, Galveston, Texas 77554
Phone: 409-740-0266
Fax: 409-740-0268

August 26, 2019

Dudley Anderson
City of Galveston
3015 Market Street
Galveston, TX 77550

Re: Public Works Facility
CP#19 Warehouse Equipment Shelters

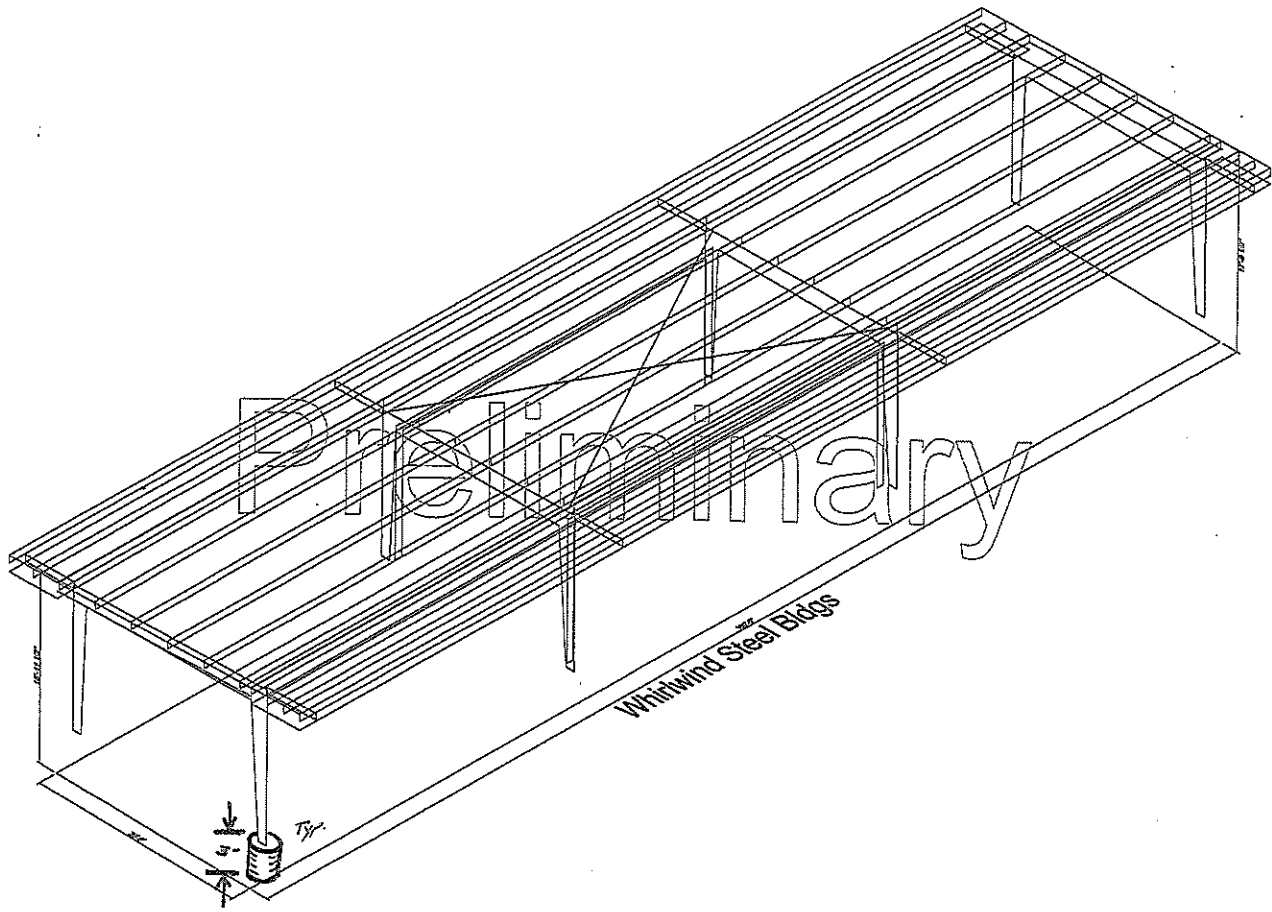
Dear Mr. Anderson,

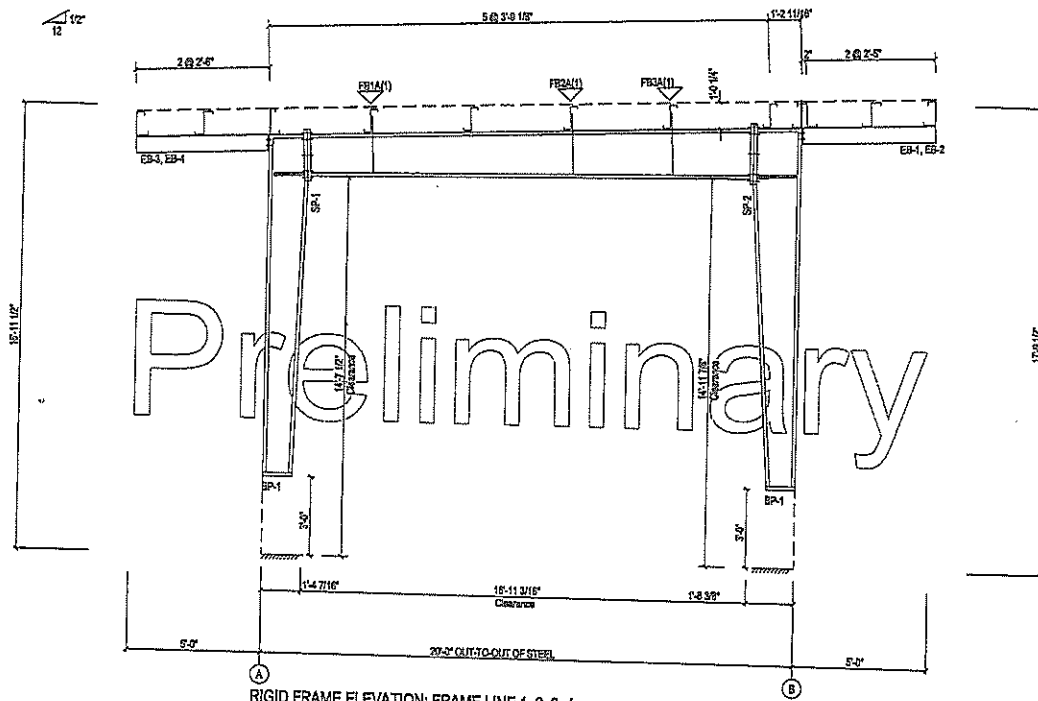
J.W. Kelso Co., Inc is pleased to submit a proposal in amount of **\$180,572.00** for the above referenced project. The price is based on the following scope of work

- Provide two equipment shelters 30'x100 and 30'x 60', galvanized and R-panel roofing with stainless screws.
- Shelter meets current IBC12 168 mph wind loads.
- Price includes 11' strait drilled piers. An additional cost will be added if engineer requires bigger piers.
- See attached drawing for sample of 5' eves with column placement.

Sincerely,
J.W. Kelso Co., Inc.

Lee Hughes
Project Manager





RIGID FRAME ELEVATION: FRAME LINE 1 2 3 4

Whitwind Steel Bldgs				
PROJECT	City Of Galveston	RIGID FRAME ELEVATION		
ID	SH15-JAN-2017	DESIGN	DRAFT	CHECK
PROJECT ADDRESS	3011 Market St Galveston, TX 77550	DATE	8/13/19	SHEET OF

[illegible]

[illegible]

Labor Burden	55.00%	\$	3,110.80
		\$	68,759.32
OH/ Fee	15.00%	\$	10,313.90
		\$	79,073.22
Tax on Total	0.00%	\$	-
Tax on Material	0.00%	\$	-
Sub Total		\$	79,073.22
Bonds	1.50%	\$	1,186.10
		\$	80,259.32

DATE: _____
PROJECT: COG Public Works
ITEM: Bldg, Erection, ETC

[illegible]

Labor Burden	55.00%	\$	<u>808.50</u>
		\$	85,938.95
OH/ Fee	15.00%	\$	<u>12,890.84</u>
		\$	98,829.79
Tax on Total	0.00%	\$	-
Tax on Material	0.00%	\$	-
Sub Total		\$	98,829.79
Bonds	1.50%	\$	<u>1,482.45</u>
		\$	100,312.24



Job No. _____

CONFIRMATION OF COD PAYMENT TERMS

Buyer Information:

Mr. Lee Hughes
 J W Kelso Co. Inc.
 7225 Harborside Dr.
 Houston, TX. 77554
 lhughes@jwkelso.com
 Salesman: S Howard

Project Name and Jobsite Address: City Of Galveston - 3011 Market St, Galveston, TX 77550

Approximate Value: \$20,461.00 (excluding down payment, taxes, change orders, etc.)

Down Payment: _____

Dear Mr. Lee Hughes,

This letter will confirm that your payment terms for the order referenced above will be COD, CASHIER'S CHECK to be paid in the following manner: Whirlwind will have the order delivered, COD, CASHIER'S CHECK, and upon delivery, you will provide the truck driver with a cashier's check for the full amount due for the order before you unload the truck(s). Any down payment, change order, issued credit, applicable taxes etc. will change the total amount due, so you must contact Whirlwind's credit department prior to shipment to obtain the exact dollar amount required to be on that cashier's check.

In the alternative, you have the option of receiving a ½ % discount on the material price of the order if you pay the full amount due at least ten days before the order is shipped. If you decide to take advantage of this savings, contact Whirlwind's credit department early enough to obtain the full amount due with the discount, and pay that amount within the time required in order to get the discount.

Please note that your order will not be processed for production until a signed copy of this letter has been returned to Whirlwind. Failure to sign and return this letter will affect delivery. If you have any questions please contact me at 800-324-9992 ex. 4803 or direct at 832-553-4803. You can also email me at Henrietta.Cooper@WhirlwindSteel.com.

Please sign below to acknowledge and accept these terms and return via fax to 832-553-4893 or send an email to Henrietta.Cooper@whirlwindsteel.com.

Best regards,

Henrietta Cooper
 Assistant Credit Manager

ACCEPTANCE

I accept the "COD CASHIER'S CHECK" terms for this order as stated herein:

Accepted by: _____
 (Signature)

DATE _____

 (Print Name - Title)

WW.MR.07.02.19

8/13/2019



Job No. _____

CONFIRMATION OF COD PAYMENT TERMS

Buyer Information:

Mr. Lee Hughes
 J W Kelso Co. Inc.
 7225 Harborside Dr.
 Houston, TX. 77554
 lhughes@jwkelso.com
 Salesman: S Howard

Project Name and Jobsite Address: City Of Galveston - 3011 Market St, Galveston, TX 77550

Approximate Value: \$30,439.00 (excluding down payment, taxes, change orders, etc.)

Down Payment: _____

Dear Mr. Lee Hughes,

This letter will confirm that your payment terms for the order referenced above will be COD, CASHIER'S CHECK to be paid in the following manner: Whirlwind will have the order delivered, COD, CASHIER'S CHECK, and upon delivery, you will provide the truck driver with a cashier's check for the full amount due for the order before you unload the truck(s). Any down payment, change order, issued credit, applicable taxes etc. will change the total amount due, so you must contact Whirlwind's credit department prior to shipment to obtain the exact dollar amount required to be on that cashier's check.

In the alternative, you have the option of receiving a ½ % discount on the material price of the order if you pay the full amount due at least ten days before the order is shipped. If you decide to take advantage of this savings, contact Whirlwind's credit department early enough to obtain the full amount due with the discount, and pay that amount within the time required in order to get the discount.

Please note that your order will not be processed for production until a signed copy of this letter has been returned to Whirlwind. Failure to sign and return this letter will affect delivery. If you have any questions please contact me at 800-324-9992 ex. 4803 or direct at 832-553-4803. You can also email me at Henrietta.Cooper@WhirlwindSteel.com.

Please sign below to acknowledge and accept these terms and return via fax to 832-553-4893 or send an email to Henrietta.Cooper@whirlwindsteel.com.

Best regards,

Henrietta Cooper
 Assistant Credit Manager

ACCEPTANCE

I accept the "COD CASHIER'S CHECK" terms for this order as stated herein:

Accepted by: _____
 (Signature)

DATE _____

 (Print Name - Title)

WW.MR.07.02.19

8/13/2019

\$29,500-

**Diamond Erectors
Pasadena TX.
Proposal**

713-775-5210 erector46@aol.com
Office email

**Customer: J W Kelso
Date: 8-8-19
Proj: City of Galveston Canopies
Phone:
Att: Lee Hughes**

**Furnish labor only to install one 30'x60' canopy
gutters and downspouts
no insulation
walls open**

\$11250.00

**Furnish labor only to install one 30'x100'x18' canopy
gutters and downspouts
no insulation
walls open**

\$18250.00

Terms of payment:

Submitted by:

Kenny Howard

Accepted by:

All permits, engineering, drawings, and inspections by other. Price is based on Diamond Erectors Inc. standard erection practice and wages, access to and on slab, all anchors to be furnished and installed by others. Non-plant conditions, Erection to begin same day as delivery. . Price is good for 30 days.



J. W. Kelso Company, Inc.

P.O. Box 2110, Galveston, Texas 77553
7225 Harborside Drive, Galveston, Texas 77554
Phone: 409-740-0266
Fax: 409-740-0268

September 17, 2019

Dudley Anderson
City of Galveston
3015 Market Street
Galveston, TX 77550

Re: Public Works Facility
CP#22 Added Fire Alarm Devices to Administration Building

Dear Mr. Anderson,

J.W. Kelso Co., Inc is pleased to submit a proposal in amount of **\$8,298.00** for the above referenced project. The price is based on the following scope of work

- Add additional fire alarm devices required per state to the Administration building not shown on drawings.

Sincerely,
J.W. Kelso Co., Inc.

Lee Hughes
Project Manager

[illegible]

Labor Burden	55.00%	\$	-
		\$	7,109.00
OH/ Fee	15.00%	\$	1,066.35
		\$	8,175.35
Tax on Total	0.00%	\$	-
Tax on Material	0.00%	\$	-
Sub Total		\$	8,175.35
Bonds	1.50%	\$	122.63
		\$	8,297.98



Island Fire & Safety Equipment Co., Inc

d.b.a. A-1 Fire Equipment Co.
3202 Main St.
LaMarque, TX 77568

Phone # (409) 744-4438

Accounting@A-1Fire.com

Fax # (409) 938-1331

www.A-1Fire.com

Estimate

Date	Estimate #
9/6/2019	32163

Name / Address
J. W. Kelso Company, Inc. P. O. Box 2110 Galveston, TX 77553

Ship To
Public Works Facility 3015 Market St Galveston, TX 77550 170-10839-000

P.O. No.	Terms	Rep	Project
	Net 30		Galveston Public ...

Description	Qty	Rate	Total
This price is for the Additional devices required per state and local requirements in admin building. Installation Charge- Materials and Associated labor.	1	2,350.00	2,350.00
This Quote is only valid for 30 days. After that time we reserve the right to adjust our quote to reflect material and labor cost increases if necessary. Not responsible for any wiring connections or electrical devices for any other service/repair work not listed. Not responsible for any modification, cutting, painting and patching of ceiling or any part of building. Not responsible for any other service/repair work not listed. Components needing repair that are not described on the above quote will be susceptible to an additional cost.		0.00	0.00

Customer Note:		Subtotal	\$2,350.00
Sign for Approval:	Date:	Sales Tax (8.25%)	\$0.00
		Total	\$2,350.00



Since 1946

Quality Work by Qualified Workers

September 11, 2019

Lee Hughes
Kelso Construction
Re: City of Galveston Public Works Facility, Additional F/A Devices

We appreciate the opportunity to provide you with a quote on the following scope of work,

1. Provide and install back boxes and raceways for the additional Fire Alarm devices.

Qualifications:

1. F/A devices and cabling by others.
2. All work is to be performed during normal working hours.

The additional cost for this scope of work for Amin bldg. and Warehouse is below, taxes not included.

Admin	\$ 4,759.00
Warehouse	\$ 3,975.00

Should you have any questions please call me at 409-682-3252.

Thank you,
Gary L Saenz, Jr.
Crescent Electric

Lee Hughes

From: Andrew Long <andrew@a-1fire.com>
Sent: Wednesday, August 28, 2019 11:51 AM
To: Lee Hughes
Subject: Public Works Fire Alarm

Lee,

Per our conversation, the added devices in the admin are

- Smoke detector in riser room
- Strobe in File room 140
- Strobe in Uniform room 133
- Strobe in Map room 134
- Strobe in Workshop 135
- Strobe in Work shop 136
- Strobe in Plotter room 137
- Horn strobe in hall way by equipment storage
- Strobe in Conference room 152
- Strobe in Copier room 154
- Strobes in Restrooms .
- Smoke detector in storage room by 145
- Horn strobe in hall way by 145
- Smoke above annunciator
- Additional strobe in Permit reception
- Smoke detector in MDF
- Smoke detector
- Smoke detector above fire panel in electric room

Also pertaining to the warehouse will need at minimum monitor the dry system. All sprinkler systems are required to be centrally monitored. Also with the added offices, electric room and restrooms. Brings up the issue of having multiple occupants. I would suggest visual and audible notification. Let me know if there are any other questions. Thank you

Andrew Long,

Island Fire & Safety Equipment, Inc.

D.B.A. A-1 Fire Equipment Co.

ECR-973 / ACR-1750774 / SCR-G-1847307

A-1 Fire Equipment

3202 Main Street

La Marque, TX 77568

Office: (409) 744-4438

Cell: (409) 502-0783

Fax: (409) 938-1331

www.a-1fire.com





J. W. Kelso Company, Inc.

P.O. Box 2110, Galveston, Texas 77553
7225 Harborside Drive, Galveston, Texas 77554
Phone: 409-740-0266
Fax: 409-740-0268

September 17, 2019

Dudley Anderson
City of Galveston
3015 Market Street
Galveston, TX 77550

Re: Public Works Facility
CP#24 Monitor Sprinkler in Warehouse

Dear Mr. Anderson,

J.W. Kelso Co., Inc is pleased to submit a proposal in amount of **\$4,552.00** for the above referenced project. The price is based on the following scope of work

- Monitor sprinkler system in Warehouse until the complete fire alarm system is in place.

Sincerely,
J.W. Kelso Co., Inc.

Lee Hughes
Project Manager

Days	Description	Notes	Quantity	Unit	Labor		Material		Equipment		Sub		Total	
					Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount		
					\$	-	\$	-	\$	-	\$	-	\$	-
	Monitor Sprinkler	A-1 Fire	1	LS	\$	-	\$	-	\$	-	\$ 3,900.00	\$ 3,900.00	\$	3,900.00
					\$	-	\$	-	\$	-	\$	-	\$	-
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0 days					\$	-	\$	-	\$	-	\$	3,900.00	\$	3,900.00

Labor Burden	55.00%	\$	-
		\$	3,900.00
OH/ Fee	15.00%	\$	585.00
		\$	4,485.00
Tax on Total	0.00%	\$	-
Tax on Material	0.00%	\$	-
Sub Total		\$	4,485.00
Bonds	1.50%	\$	67.28
		\$	4,552.28



Island Fire & Safety Equipment Co., Inc

d.b.a. A-1 Fire Equipment Co.
3202 Main St.
LaMarque, TX 77568

Phone # (409) 744-4438
Fax # (409) 938-1331

Accounting@A-1Fire.com
www.A-1Fire.com

Estimate

Date	Estimate #
9/6/2019	32165

Name / Address
J. W. Kelso Company, Inc. P. O. Box 2110 Galveston, TX 77553

Ship To
Public Works Facility 3015 Market St Galveston, TX 77550 170-10839-000

P.O. No.	Terms	Rep	Project
	Net 30		Galveston Public ...

Description	Qty	Rate	Total
This price is for the Sprinkler monitoring required per state and local requirements in warehouse building. Installation Charge- Materials and Associated labor.	1	3,900.00	3,900.00
This Quote is only valid for 30 days. After that time we reserve the right to adjust our quote to reflect material and labor cost increases if necessary. Not responsible for any wiring connections or electrical devices for any other service/repair work not listed. Not responsible for any modification, cutting, painting and patching of ceiling or any part of building. Not responsible for any other service/repair work not listed. Components needing repair that are not described on the above quote will be susceptible to an additional cost.		0.00	0.00

Customer Note:		Subtotal	\$3,900.00
Sign for Approval:	Date:	Sales Tax (8.25%)	\$0.00
		Total	\$3,900.00



J. W. Kelso Company, Inc.

P.O. Box 2110, Galveston, Texas 77553
7225 Harborside Drive, Galveston, Texas 77554
Phone: 409-740-0266
Fax: 409-740-0268

September 17, 2019

Dudley Anderson
City of Galveston
3015 Market Street
Galveston, TX 77550

Re: Public Works Facility
CP#25 RFI#110 Paint Warehouse Ceiling Members

Dear Mr. Anderson,

J.W. Kelso Co., Inc is pleased to submit a proposal in amount of **\$3,686.00** for the above referenced project. The price is based on the following scope of work

- Paint Warehouse ceiling members per RFI#110

Sincerely,
J.W. Kelso Co., Inc.

Lee Hughes
Project Manager

J. W. KELSO COMPANY, INC.

P O BOX 2110

GALVESTON, TX 77553

Ph : (409)740-0266

RFI

To: TERRE MUSGROVE, LAN, INC

RFI #: 110

Date: 8/19/2019

Job: 349 COG - PUBLIC WORKS FACILITY

Phone: (409)740-0266

CC: ZACH WILLIAMS (J. W. KELSO COMPANY, INC.)

Subject: Paint Structure

Drawing: Sheet A-134 and A-135

Spec Section:

Cost Impact: TBD

Schedule Impact: TBD

Request:

Date Required: 8/22/2019

Sheet A-134 and A-135 says to paint structure per note 3. Do the other ceiling members get painted not shown on this drawing?
Please advise

Requested by: LEE HUGHES

J W KELSO COMPANY, INC.

Response:

All of the shop-primed steel members are to receive paint.

Terre Musgrove, AIA

Answered by

Lockwood, Andrews & Newnam, Inc.

08/23/2019

Company

Date

DATE: 9/17/2019
PROJECT: COG Public Works
ITEM: CPH25 RFI#110 Paint Warehouse Ceiling Members

[illegible]

Labor Burden	55.00%	\$ -
		\$ 3,157.68
OH/ Fee	15.00%	\$ 473.65
		\$ 3,631.33
Tax on Total	0.00%	\$ -
Tax on Material	0.00%	\$ -
Sub Total		\$ 3,631.33
Bonds	1.50%	\$ 54.47
		\$ 3,685.80

Request for Quote

Texas Commercial Interiors, LLC

P.O. Box 1036

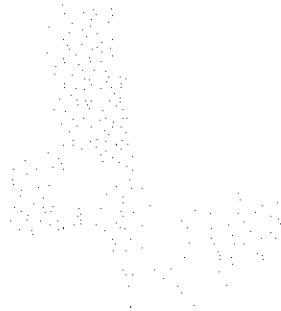
South Houston, TX 77587

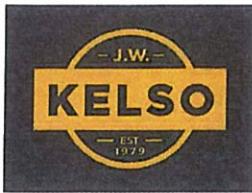
Office: 832-516-7811 • Fax 832-516-7513

<u>Customer Information:</u> Name: J. W Kelso Address: 7225 Harborside Dr. Galveston, Tx 77554	<u>Project Information:</u> Name: Public Works Address: 3015 Market st. Galveston, Tx 77550
Reference: RFI 110	Contract Number: 15-081-000-8748
<u>Includes:</u>	
1. Provide and install DTM paint at purlin joist at warehouse 2. Man days 8x8hrs @ \$25.83= \$1,653.12 3. Materials - \$742.50 4. Equipment: \$475.00 5. Markup 10% = \$287.06	
<u>Excludes: Dumpster, trash haul, afterhours and overtime.</u>	

Total Charges: \$3,157.68

\$





J. W. Kelso Company, Inc.

P.O. Box 2110, Galveston, Texas 77553
7225 Harborside Drive, Galveston, Texas 77554
Phone: 409-740-0266
Fax: 409-740-0268

September 27, 2019

Dudley Anderson
City of Galveston
3015 Market Street
Galveston, TX 77550

Re: Public Works Facility
CP#26R Relocate Telecom, Time Clock and Existing Cameras to New Warehouse Building

Dear Mr. Anderson,

J.W. Kelso Co., Inc is pleased to submit a proposal in amount of **\$8,190.00** for the above referenced project. The price is based on the following scope of work

- Relocate time clock, existing cameras and telecom

Sincerely,
J.W. Kelso Co., Inc.

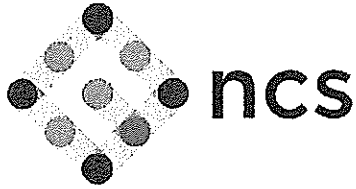
Lee Hughes
Project Manager

DATE: 9/20/2019
PROJECT: COG Public Works
ITEM: CP#26 Install Temporary Fiber for Time Clock in Warehouse

[illegible]

0 days
0 months

Labor Burden	55.00%	\$ -
		\$ 7,016.24
OH/ Fee	15.00%	\$ 1,052.44
		\$ 8,068.68
Tax on Total	0.00%	\$ -
Tax on Material	0.00%	\$ -
Sub Total		\$ 8,068.68
Bonds	1.50%	\$ 121.03
		\$ 8,189.71



September 26, 2019

J W Kelso Company
7225 Harborside Dr.
Galveston, TX 77554
Attention: Lee Hughes

Project: City of Galveston – Fiber Relocation

NCS Quote #: ME-19-194r1

Thank you for allowing Network Cabling Services the opportunity to provide you with this proposal for the City of Galveston – Public Works, Fiber Optic Cabling Relocation Project.

This proposal is based on information sent via email from Jeff Ammerman on 6/04/19 as well as a site visit done on 6/07/19.

This proposal provides a General Cable/Leviton/Corning solution. Network Cabling Services is a Certified Cabling Contractor with all the above, and as such, a 20-Year Extended Product Warranty will be issued upon project completion.

If you should have any questions about this proposal or require additional information, please do not hesitate to contact me.

Respectfully,

Mike Ellisor
Estimator/Designer
Cell: 281-299-9221
mellisor@ncs-tx.com

Houston • Corpus • Dallas
12626 Fuqua Street • Houston, TX 77034
281-484-1777

1. SCOPE OF WORK:**A. Fiber Optic Cabling:**

- Remove and relocate one (1) 12-strand, singlemode (SM) fiber optic cable (FOC) as needed for temporary cabling solution.
- FOC shall be removed from 402 30th St. (Street and Traffic Division) and be relocated to 4015 Market St. (Public Works Facility).
- FOC shall be terminated using ST, SM connectors at strands 1-2 only.
- FOC shall land in existing FOC enclosure.

B. Horizontal Cabling:

- Provide and install two (2) Cat 6 cables at one (1) work area outlet (WAO) as needed for time clock.
- WAO shall be terminated using 8P8C, RJ45 modular connectors and surface-mount boxes.
- WAO shall be terminated at the nearest MDF/IDF on existing patch panel using first available port.

C. Cameras:

- Provide labor only as needed to remove twelve (12) cameras from existing Public Works warehouse and relocate to new Public Works warehouse.
- CAMs shall be mounted using material provided by others, including but not limited to conduit, wall penetrations and or back-boxes.
- NCS assumes that cameras will be aimed, focused, programmed and/or configured by others.

D. Network Equipment:

- Provide labor only as needed to remove network equipment from existing Public Works warehouse and relocate to new Public Works warehouse.
- NCS assumes that network equipment will be configured and/or programmed by others.

E. Fireproofing:

- Provide and install fire-rated sleeves with firestop and/or other fire-rated material as needed for the horizontal pathway through rated walls.
- Fire-rated materials are estimated quantities, additional material may be required and are not included in this proposal.

F. Pathway Supports:

- Install pathway support and/or individual drop support system as needed.
- Install supports maintaining 90-degree angles perpendicular to the building structures.
- Plenum-rated Velcro will be used to dress the cables in plenum-rated spaces.
- Non-plenum rated Velcro will be used to dress the cables in non-plenum-rated spaces.

**G. Labeling:**

- Provide machine generated labels at the point of termination, the faceplate/surface-mount box window and the data patch panel label fields.
- Refer to and follow the City of Galveston specifications for the specific labeling requirements for this project.
- Cable labeling scheme shall be approved by owner prior to cable installation.

H. Patch Cords:

- Provide twelve (12) Cat 6, 7' copper patch cords for the MDF cross-connect to the owner provided network switches factored at 100% of the total cables installed.
- Provide twelve (12) Cat 6, 10' copper patch cords for the WAO cross-connect to the owner provided equipment factored at 100% of the total cables installed.

I. Testing and Documentation:

- Post installation certification testing of the horizontal copper cabling shall be completed using a BICSI specified Level III certification tester.
- Test results shall be made available upon completion.

2. PRICING SUMMARY:**Fiber Optic Cabling**

Labor	\$1,997.23
Materials	\$ 191.74
Aerial Lift	\$1,350.96
Tax/Bonds	Not Included
Total Cost	\$3,539.93

*Payments made by credit card/purchasing card will incur an additional 3.8% processing fee.

Cameras

Labor	\$2,889.52
Tax/Bonds	Not Included
Total Cost	\$2,889.52

*Payments made by credit card/purchasing card will incur an additional 3.8% processing fee.

Network Equipment

Labor	\$586.79
Tax/Bonds	Not Included
Total Cost	\$586.79

*Payments made by credit card/purchasing card will incur an additional 3.8% processing fee.



J. W. Kelso Company, Inc.

P.O. Box 2110, Galveston, Texas 77553
7225 Harborside Drive, Galveston, Texas 77554
Phone: 409-740-0266
Fax: 409-740-0268

October 22, 2019

Dudley Anderson
City of Galveston
3015 Market Street
Galveston, TX 77550

Re: Public Works Facility
CP#27 Warehouse Interior Sheet Metal Trim

Dear Mr. Anderson,

J.W. Kelso Co., Inc is pleased to submit a proposal in amount of **\$3,510.00** for the above referenced project. The price is based on the following scope of work

- Install sheet metal trim to cover interior insulation between masonry and purlin around entire building.

Sincerely,
J.W. Kelso Co., Inc.

Lee Hughes
Project Manager

DATE: 10/22/2019
PROJECT: COG Public Works
ITEM: CP#27 Interior Warehouse Sheet Metal Trim

[illegible]

Labor Burden	55.00%	\$	805.99
		\$	3,007.36
OH/ Fee	15.00%	\$	451.10
		\$	3,458.47
Tax on Total	0.00%	\$	-
Tax on Material	0.00%	\$	-
Sub Total		\$	3,458.47
Bonds	1.50%	\$	51.88
		\$	3,510.34



WHIRLWIND STEEL BUILDINGS, INC.
Whirlwind Building Systems / Whirlwind Building Components
 (Plant) 8234 Hansen Rd., Houston, TX 77075-1089
 (Phone) (713) 946-7140 / (Fax) (832) 553-4700 / (US Wats) (800) 324-9992

Main Office & Plant:
 8234 Hansen Rd., Houston, TX 77075

Quotation/Sales Order Acknowledgment

BILL TO (CUSTOMER/BUYER): J W Kelso Company Inc. 7225 Harborside Dr Galveston, TX 77554, United States	SHIP TO: J W Kelso Company Inc. City Of Galveston-Warehouse 3011 MARKET STREET Galveston, TX 77550, United States
139327	297785

Date of Order	Estimated Ship Date	Payment Terms	For Customer Reference	Salesperson	Status	Order Number
	15-OCT-2019	1/2% 10 NET 30	RUSSELL - VERBAL	Ramirez, Raymond	QUOTE	952819

Line	Piece Qty	Length	Goods to be Furnished	Quantity	Unit	Selling Price	Extended Price
1.1	30	15' 3" 0"	SPECIAL FLASHING/TRIM 26ga POL POLAR WHITE Girth/Stretch Out: 8.50000 Breaks: 3 Part Mark: SF1 Comment: SEE DETAIL	457.5	LFT	\$1.39	\$635.93
2.1	1	16'	Trim Box Charge	16	LFT	\$0.00	\$0.00
3.1	1		FREIGHT CHARGE	1	EA	\$100.00	\$100.00

SHIP VIA:

H-METRO/MINIMUM

APPROX. WEIGHT TOTAL:

457.5 lb.

SUBTOTAL: **\$735.93**

F.O.B.

Customer Job Site

FREIGHT TERMS

Included

APPROXIMATE TAX TOTAL: **\$0.00**

FUEL SURCHARGE: **\$0.00**

TOTAL: \$735.93

All accounts due and payable in Houston, Harris, County, Texas. Sales tax will be charged if Buyer fails to provide a valid sales tax exemption certificate at the time the order is accepted. PRICES QUOTED WILL BE HONORED ONLY IF THE ORDER IS ACCEPTED WITHIN 15 DAYS AND SHIPPED WITHIN 30 DAYS FROM THE DATE OF ORDER.

This Order is for commercial use and not for Buyer's personal, family or household use. Buyer accepts this quote and authorizes Whirlwind to enter this order and furnish the Goods in accordance with the specifications, prices and terms set forth above, subject to Whirlwind's General Terms and Conditions Of Component Sales, which are a part of this contract.

Agreed & Accepted By Buyer: _____ Title: _____ Date: _____

Special Trim Details

Customer Name : SW KELSO

Page : 1 of 1

Order Number : 952819

Piece Mark : <u>SP1</u>	Piece Mark : _____
Color: <u>PW</u> Gauge: <u>26</u> Girth : <u>8.5</u>	Color: _____ Gauge: _____ Girth : _____
Piece Mark : _____	Piece Mark : _____
Color: _____ Gauge: _____ Girth : _____	Color: _____ Gauge: _____ Girth : _____
Piece Mark : _____	Piece Mark : _____
Color: _____ Gauge: _____ Girth : _____	Color: _____ Gauge: _____ Girth : _____



City of Galveston

CAPITAL PROJECTS STAFF REPORT

November 6, 2019

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

From: J. Dudley Anderson
Building Program Manager

Re: Consider for approval of Change Order No. 7 to the contract with Brunel Industrial & Pipeline Services, LLC, for the Rehabilitation of Ground Storage Tanks at 59th Street project, **increasing** the contract by \$26,304.24 from the amount of \$8,003,375.55 to a new total amount of \$8,029,679.79, 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. 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.
- B. The amended state plan allocates \$1.032 billion to the Houston-Galveston Area Council region.
- C. The rehabilitation of the four existing ground storage tanks (GST's) at the 59th Street Pump Station complex was identified as a project to be funded by the CDBG Disaster Recovery Non-Housing Round 2.2 program.
- D. The General Land Office approved Dannenbaum Engineering Corporation to provide engineering design services for the Rehabilitation of Ground Storage Tanks at 59th Street project.
- E. The City Council subsequently awarded a contract with Brunel Industrial & Pipeline Services, LLC in the amount of \$6,477,984.36 on August 24, 2017 for the construction of this project.
- F. The contract was subsequently increased by \$658,906.67 to the amount of \$7,136,891.03 in Change Order No. 1 on May 24, 2018, by \$378,734.74 to the amount of \$7,515,625.77 in Change Order No. 2 on June 21, 2018, by \$105,612.07 to the amount of \$7,621,237.84 in Change Order No. 3 on July 26, 2018, by \$44,362.37 to the amount of \$7,665,600.21 in Change Order No. 4 on December 13, 2018, \$198,129.26 to the amount of \$7,863,729.47 in Change Order No. 5 on January 24, 2019, and by \$139,646.08 to the amount of \$8,003,375.55 in Change Order #6.
- G. Total changes to this project have added 24% to the initial cost of this construction and will be the last additive change before completion of the work.

II. Current Situation

- A. Brunel Industrial & Pipeline Services, LLC has requested Change Order No. 7 for revisions to the work due to the following issues:
 - 1. Revise the flow control power cabling \$26,304.24
- B. Brunel has also requested an additional 165 calendar days to complete the project.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

- C. This project will close before the end of 2019. Added days are to allow for project closure with the GLO.
- D. Dannenbaum Engineering has recommended approval of this request.

III. Issues

This additional work is necessary to continue with the project of bringing the four existing GST's up to current standards to provide potable water for the citizens of Galveston.

IV. Alternatives in order of priority

- A. Approve Change Order No. 7 to the contract with Brunel Industrial & Pipeline Services, LLC, for the Rehabilitation of Ground Storage Tanks at 59th Street project, i **increasing** the contract by \$26,304.24 from the amount of \$8,003,375.55 to a new total amount of \$8,029,679.79, and extending the term of the contract by 165 days.
- B. Do not approve the change order.

V. Recommendation

Approve Change Order No. 7 to the contract with Brunel Industrial & Pipeline Services, LLC, for the Rehabilitation of Ground Storage Tanks at 59th Street project, **increasing** the contract by \$26,304.24 from the amount of \$8,003,375.55 to a new total amount of \$8,029,679.79, and extending the term of the contract by 165 days.

VI. Fiscal Impact Report

Requested by:	Ross E. Blacketter, P. E. Director of Capital Projects
Funding Source:	CDBG DR Non-Housing Round 2.2
Construction Cost	\$ 8,122,706.55 (increase of \$26,304.24)
<u>Construction Administration</u>	<u>\$ 26,304.24</u>
Total Cost of Implementation	\$ 8,029,679.79

Respectfully Submitted,

J. Dudley Anderson
Building Program Manager





Texas General Land Office Disaster Recovery

Construction Contract Change Order Request Form

Engineer: Dannenbaum Engineering 3100 West Alabama Houston, Texas 77098 Phone No.: 713.520.9570	Owner (Contractor Locality): City of Galveston 823 Rosenberg Galveston, Texas 77550 Phone No.: 409.797.3630	Contractor: Brunel Industrial Services, LLC 4460 Genoa Red-Bluff Rd. Pasadena, TX 77505 Phone No.: 713.966.9032 Agreement Date: 10/03/2017
Date: 10/03/2019 Project Code No.: P21559-1a Bid Package No.: 177247_BID2	Contract For (Project Description): 59 th Street Ground Storage Tank Rehabilitation	GLO Contract No.: 15-081-000-8748/DRS220051 Change Order No.: 7

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
Phase II-29	Flow Control Station Power Cabling Revisions		\$ 26,304.24
	Time Extension (145 days)		
	Total		\$ 26,304.24

<u>Change in Contract Price</u>		<u>Change in Contract Time (Calendar Days)</u>	
Original Contract Price:	\$6,477,984.36	Original Contract Time:	395 days
Previous Change Order(s): No. 1 to No. 6	\$1,525,391.19	Net Change From Previous Change Orders:	238 days
Contract Price Prior to this Change Order:	\$8,003,375.55	Contract Time Prior to this Change Order:	633 days
Net Increase/Decrease of this Change Order:	\$ 26,304.24	Net Increase/Decrease of this Change Order:	165 days
Contract Price With all Approved Change Orders:	\$8,029,679.79	Contract Time With all Change Orders:	798 days
Cumulative Percent Change in Contract Price (+/-): +23.95%		Grantee Contract End Date: (mm/dd/yy) 12 / 31 / 20	
Construction Contract Start Date: (mm/dd/yy) 10 / 23 / 17		Construction Contract End Date: (mm/dd/yy) 12 / 30 / 19	

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: 

DANNENBAUM ENGINEERING

Date: 10/31/2019

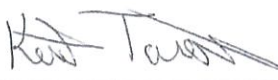
APPROVED:

By: _____

CITY OF GALVESTON

Date: _____

ACCEPTED:

By: 

BRUNEL INDUSTRIAL

Date: 11/5/2019

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: The contract is unit price; however, the item covering this work is a Lump Sum. The pricing provided is competitive.

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

☐ N/A

7. Is the TCEQ permit approval still valid? (sewer projects only)

☐ Yes

☒ N/A

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).

October 31, 2019

Mr. Dudley Anderson
City of Galveston
823 Rosenberg, Room 205
Galveston, TX 77553

RE: City of Galveston
59th Street Pump Station GST Rehab
Change Order No. 7 Recommendation

Dear Mr. Anderson:

Change Order No. 7 includes Change Order Requests No. 24.

Change Order Request No. 24 is a notice of Extra Work to install additional conduit and power cabling on the flow control station to be able to get the appropriate power to the flow control valve solenoids and flow meters. This request is a supplemental request to Change Order Request No. 20 which added conduit and power cabling to get power to the solenoid valves. This is labor and material to pull new wire to the flow meters and reconfigure the cabling to the flow control valves. Since the pump station is operational it will require additional time to take extra precautions to avoid disruptions to the system. This is work that should have been in the project from the beginning. The request is for \$26,304.24 and 20 additional calendar days. Dannenbaum feels the request is justified and therefore recommends approval of the request for additional time and money.

In summary, Change Order No. 7 includes Change Order Request No. 24 and totals \$26,304.24. The associated work is work that needs to be done in order to achieve the originally intended outcome for this Project. Dannenbaum feels the associated costs are competitive and therefore recommends approval of this Change Order in the amount of \$26,304.24, for the new Construction Contract total of \$8,029,679.79, which is a 23.95% increase. In addition to the 20 additional calendar days requested by the contractor, Change Order No. 7 adds 145 to the contract for a new contract time of 798 days. The current Completion Date is December 30, 2019.

Sincerely,



Tyson Arnold, PE
Associate – Public Works Department
Dannenbaum Engineering Corporation

CC: City of Galveston – Trina Jankowski

Attachments – Change Order No. 7
Change Order Request No. 24
FJD Recommendation for Change Order No. 7

CHANGE ORDER REQUEST

BRUNEL Industrial & Pipeline Services

Job Name

Rehabilitation of Ground Storage Tanks at 59th Street

CONTRACTOR JOB NO. 1BINPS17001

Owner Name: City of Galveston

Change Order NO. CO-024 R2

DATE 9/17/2019

WORK CATEGORY: Control Valve power issues

DESCRIPTION AND REASON FOR THE WORK:

Rewire valve control boxes due to new engineering drawings and troubleshoot wiring.

COST IMPACT:

Labor	19,454.76
Material	2,278.49
Equipment/Fuel	1,140.00
Brunel 15% Material and Sub	3,430.99
TOTAL	26,304.24

Total CO-024 cost	Twenty Six thousand three hundred and four US dollars and twenty four cents
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SCHEDULE IMPACT: 4 weeks

COMPLETED BY: Kent Tarou

AUTHORIZATION:

SIGNATURE

DATE

Please issue Change Order no later than five (5) working days from the above issued date.



Surge Job No.: 18005
Client: BRUNEL INDUSTRIAL
Location: GALVESTON, TX
Contract Type: LUMP SUM
Contract No.: BINPS1076

FIELD CHANGE ORDER

FCO#:	11.5
Client # :	BINPS1076

- ☒ **REQUEST** Generated by : Euclin Hill
- ☐ **DESIGN CHANGE** Additional work required due to design change.
- ☐ **VENDOR (s)** Additional work required due to OWNER'S / CONTRACTOR'S Vendor.
- ☐ **DELAYS** Additional work required due to Work/Operational/Permit, etc Delays
- ☒ **SCOPE CHANGE** Changes due to work specifications And/Or drawings.
- ☐ **REPAIR** Generated by : _____
- ☐ **REWORK** Additional work required due to contractor rework and/or client rework

DESCRIPTION OF THE WORK :

Rewire Local/Remote switch panels due to new engineering drawings. Purchase and install additional conduit, wires, for R901A , SR19A and R1001,SR22A and terminal blocks.(4ea) 120VAC relays,(2ea) circuit breakers CB10 &CB11 Cable#1,2 and 3, conductors now split between all 4ea Local/Remote switch panels.That means most of the conductors will be rerouted to designated local/remote switch panels. Originally one 9/C cable per Local/Remote switch panel. Also installing wires for limit switch's. Main control panel cables will also be rerouted to designated location per the new engineering drawings. Additional time will be required at Main control panel due to been energized.

PRICING BREAKDOWN:

Surge Originator: Euclin Hill	LABOR M/Hrs	220	\$	\$19,454.76	TOTAL LABOR
Date: 06/07/19	EQUIPMENT		\$	\$1,140.00	TOTAL EQUIP.
Surge Estimator: E.H	MATERIAL		\$	2,278.49	TOTAL MATERIAL
Date:	SUBCONTRACTOR		\$		TOTAL SUB
			\$	22,873.25	FCO TOTAL

SCHED IMPACT: TWO WEEK

Euclin Hill Project Manager 06/07/19
Surge Representative Title Date

Client Representative Title Date:

☐ APPROVED ☐ DISAPPROVED

CLIENT SIGNATURE: _____
COMMENTS: _____



TURTLE & HUGHES INC. FIRST IN THE LONG RUN
ELECTRICAL & INDUSTRIAL DISTRIBUTOR

T&H DEERPARK
2802 E 13TH ST
LA PORTE, TX 77571-9632

QUOTE

Quote #	3577288-00
Via	HOUSETRUCK
Terms	prox 30 nm
Enter Dt	06/06/19
Print Dt	07/24/19 17:27
Expire Dt	

Bill To 216505	SURGE ELECTRICAL & INSTRUMENTATION 9811 KATY FWY STE 1000 HOUSTON, TX 77024-1279	Ship To	SURGE ELECTRICAL & INSTRUMENTATION 745 S. 59TH ST ATT: EUCLIN HILL 713-252-8391 GALVESTON, TX 77552
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P.O. #	GALVESTON PROJECT	Reference	
Placed By		Instructions	

Ln #	Quantity Ordered	Qty UM	Product And Description	Item#	Unit Price	Price UM	Disc Mult	Amount (Net)	Est Delv Date
1	2	each	SCN M9F22110 SCHNIEDER10A C60 MULT-9 CIR BRKR PN: UPC:000000000000	1	67.42000	each	0.00	134.84	06/07/19
2	500	FT	XHW 10BKSTR 10-BLK-7STR-CU-500CL COPPER BLDG WIR PN:M3557216 UPC:98010024000	2	.24000	FT	0.00	120.00	06/07/19
5	100	FT	OCC COND3/4-G 3/4 GRAY PVC CTD COND MUST ADD N/CHARGE CPL PN:M3388381 UPC:70450826102 MUST ADD NO CHARGE COUPLING: OCC CPL3/4-G-COND	5	3.58000	FT	0.00	358.00	06/07/19
6	20	EA	OCC SS3/4-G 3/4 GRAY CTD PIPE STRAP PN:M3407451 UPC:70450840516	6	6.46000	EA	0.00	129.20	06/07/19
8	300	FT	XHW 2GNSTRMSR 2-GRN-7STR-CU-1000R COPPER BLDG WIR PN:M4097273 UPC:98010064192	8	1.18000	FT	0.00	354.00	06/07/19
9	8	EA	BUR KA2U 2AWG ALCU 1H TERM ALUMINUM COPPER PN:M0018934 UPC:78181037005	9	.74000	EA	0.00	5.92	06/07/19
10	4	EA	OCC HUB3/4-G 3/4 GRAY PVC COATED HUB PN:M3407452 UPC:70450838863	10	28.68000	EA	0.00	114.72	06/07/19
11	10	FT	FS FS-200 ST4 10 1-5/8" SOLID STRUT 304SS PN:M4872476 UPC:000000000000	11	8.14000	FT	0.00	81.40	06/07/19

8 Lines Total

Sub-Total 1,298.08
Order Total 1,298.08

Turtle & Hughes standard terms and conditions apply to all sales. A copy can be found at <http://www.turtle.com/terms-and-conditions>

Notes:	Taken By: Adrian Nutley Ph: 713-230-5200 Fx: 713-923-9009 Adrian.Nutley@turtle.com
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2929 Briarpark Drive, Suite 600, Houston, Texas 77042
t 713.953.5200 f 713.953.5026 LJA.com TBPE F-1386 TBPLS 10110501

October 2, 2019
B7261013ACO024A

Attention: Mr. Tyson Arnold, P.E.

Reference: City of Galveston 59th St Pump Station
Ground Storage Tank Rehabilitation Project
Supplemental Change Order Request For The Flow Control Stations

We at LJA Engineering, Inc. (LJA) are in receipt of a Change Order Request through your offices relative to the controls for the Flow Control Stations. We have met with the contractor, Brunel, and their electrical subcontractor, Surge, to discuss the details of this change order. We recognize that effectively this is a supplemental request for the first electrical/instrumentation/control related change order that went through for the Flow Control Stations. Based on our meetings with the contractor and the submittal of this change order request we at LJA can recommend that this change order be accepted.

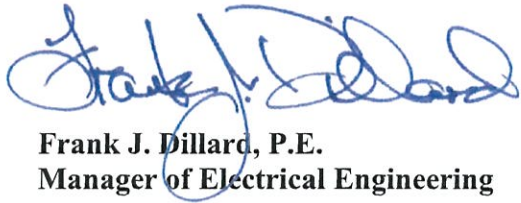
1. There has been an earlier Change Order Request in the amount of some \$13,000 for modifications to the installation of power and control conduit and wiring for the four (4) flow control valves. We provided additional wiring details to Brunel and Surge for these changes.
2. Based on the receipt of questions from Brunel and Surge we realized that the details of wiring provided for the original change order for the Flow Control Stations were not being fully understood. To overcome this difficulty a much more detailed set of wiring diagrams were developed and provided to Brunel through DEC. These drawings brought Brunel and Surge to the realization that quite a bit of the wiring already installed was going to need to be pulled back and rerouted to the proper points of termination. There is only a small amount of material cost for this work. The largest cost is the labor required to assure that things are terminated properly. This work also includes revisions to the controls in the Pump Building Main Control Panel. This panel must remain powered so this scope of work for the Flow Control Stations must be completed while the panel is powered up which takes a great deal of care. This again substantiates the need for additional labor manhours.

Dannenbaum Engineering Corporation
October 2, 2019
Page 2 of 2

Should questions or comments arise relative to this Change Order Request response please don't hesitate to get in touch.

Respectfully submitted,

LJA ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read "Frank J. Dillard", is written over the printed name and title.

Frank J. Dillard, P.E.
Manager of Electrical Engineering



City of Galveston

FLEET FACILITIES STAFF REPORT

October 23, 2019

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for the approval of the OEM (original equipment manufacturer) auto parts and repair service contracts to the responding bidders that conformed to the specifications in bid #19-015; and authorize the City Manager to execute the contract upon final approval by the City Attorney.

I. Background

- A. The Municipal Fleet Facility is requesting contracts for the purchasing of OEM auto parts and services for city units. In the past, these companies were considered sole source. Regulations have changed and we are now required to utilize the formal bidding process even though the market is limited for OEM products and services.
- B. Specifications were created identifying utilized OEM parts and services which mirrors the fleet makeup. The formal bid process was completed and the bid opening was on October 22, 2019, bid # 19-015.
- C. Several vendors responded that were in compliance and met the specifications to their respected manufacture (make).
- D. The responding OEM dealers that are being recommended are:
 - 1. R.B. Everett - Bomag
 - 2. Heil of Texas - Heil Packer
 - 3. Gapvax - Gapvax
 - 4. Brookside - Small John Deere (Green)
 - 5. Doggett - Large John Deere (Yellow), Freightliner
 - 6. Texas Bus Sales - Transit, Eldorado
 - 7. Classic - Chevrolet and Ford
 - 8. Metro Fire - Spartan Fire Apparatus
 - 9. ASCO - Gradall
- E. Some of the recommended dealers cover other OEM manufactures that will be utilized.
- F. Having authorized bided contracts in place allows the repairs to be conducted faster which reduces fleet downtime.





City of Galveston

FLEET FACILITIES STAFF REPORT

- G. The Fleet Facility has non-OEM part suppliers already under contract (through the formal bidding process) for other parts, supplies and service repairs.
- H. The term for this contract is three (3) years with the ability to be extended an additional two (2) years. The city has the ability to cancel this contract for any reason that best serves the public interest.

II. Current Situation

The City Council will have to approve the original equipment manufacturer (OEM) auto parts and repair service contracts to the responding bidders that conformed to the specifications in bid #19-015; and authorize the City Manager to execute the contract upon final approval by the City Attorney.

III. Alternatives in order of priority

- A. Approve the recommendation.
 - 1. Cost - estimated around \$234,000 annually.
 - 2. Timing - contract is needed as soon as possible.
 - 3. Departmental Improvements - will provide the city with a parts and services at the lowest price and will reduce fleet downtime.
- B. Do not approve the recommendation.
 - 1. Cost - estimated to exceed \$234,000 annually.
 - 2. Timing - purchases made on an *as needed basis*.
 - 3. Departmental Improvements - will provide the city with a parts and services at an increased price and will increase fleet downtime. .

IV. Environmental Impact

The listed businesses are structured to follow the guidelines established by the EPA and the TCEQ.

V. Fiscal Impact Report

Requested by	Municipal Fleet Facility David Smith
Funding Source	5020-811561-522059 (Parts Account) 5020-811561-531250 (Outside Repairs Account) Other accounts





City of Galveston

FLEET FACILITIES STAFF REPORT

Cost	\$234,000 (\$233,938) annually (EST)
Savings Estimation	Will help reduce unit repair costs and reduce downtime

VI. Recommendation

Concur in *Alternative A* and approve the original equipment manufacturer (OEM) auto parts and repair service contracts to the responding bidders that conformed to the specifications in bid #19-015; and authorize the City Manager to execute the contract upon final approval by the City Attorney.

Respectfully Submitted

David Smith
Executive Director



308601045 Belt Discharge	\$ 4,000.60	-	-	-	-	-	-	-	\$ 6,654.38
308601047 Belt Feeding Boom	\$ 1,778.02	-	-	-	-	-	-	-	\$ 2,957.16
319020063 Guide Roller	\$ 157.59	-	-	-	-	-	-	-	\$ 262.25
Hourly Rate Shop Charge	\$ 130.00	-	-	-	-	-	-	-	\$ 125.00
Other Shop Charges	\$ 130.00	-	-	-	-	-	-	-	0
Hourly Rate Road Call to Galveston	\$ 130.00	-	-	-	-	-	-	-	\$ 130.00
Other Road Call Charges	0.00	-	-	-	-	-	-	-	2.95 per mile
Discount Percentage (%) off catalog pricelist for original equipment manufacturers (OEM) parts not listed	5%	-	-	-	-	-	-	-	0

Cutaway Bus OEM

BIDDER	RB Everett 10.1.19 3:38pm	Heil of Texas 10.18.19 2:43pm	GAPVAC 10.5.19 9:08am	Brookside 10.15.19 9:14am	Doggett 10.17.19 3:12pm	Tesa Bus Sales 10.17.19 1:38pm	Classic 10.21.19 3:56pm	Metro Fire 10.22.19 9:00am	Associated Supply Co. 10.22.19 9:04am
NCL917FIBHB-2 Wheel Chair Lift Asby	-	-	-	-	-	\$ 4,058.00	-	-	-
0026472-1 Window latch left side	-	-	-	-	-	\$ 16.61	-	-	-
SSC20-200 Contactor 200 amp	-	-	-	-	-	\$ 202.65	-	-	-
MTR-105P Condenser Fan Assy	-	-	-	-	-	\$ 99.18	-	-	-

Cutaway Bus OEM

BIDDER	RB Everett 10.1.19 3:38pm	Heil of Texas 10.18.19 2:43pm	GAPVAC 10.5.19 9:08am	Brookside 10.15.19 9:14am	Doggett 10.17.19 3:12pm	Tesa Bus Sales 10.17.19 1:38pm	Classic 10.21.19 3:56pm	Metro Fire 10.22.19 9:00am	Associated Supply Co. 10.22.19 9:04am
S-E022FW Fast Idle Panel LED	-	-	-	-	-	\$ 115.33	-	-	-
Hourly Rate Shop Charge	-	-	-	-	-	\$ 97.50	-	-	-
Other Shop Charges	-	-	-	-	-	8.25 of labor	-	-	-
Hourly Rate Road Call to Galveston	-	-	-	-	-	N/A	-	-	-

Discount Percentage (%) off catalog pricelist for original equipment manufacturers (OEM) parts not listed	-	-	-	-	-	-	N/A	-	-
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Gradall OEM

BIDDER	RB Everett 10.1.19 3:38pm	Heil of Texas 10.18.19 2:43pm	GAPVAC 10.5.19 9:08am	Brookside 10.15.19 9:14am	Doggett 10.17.19 3:12pm	Tesa Bus Sales 10.17.19 1:38pm	Classic 10.21.19 3:56pm	Metro Fire 10.22.19 9:00am	Assosciated Supply Co. 10.22.19 9:04am
80483055 Starter	-	-	-	-	-	-	-	-	\$ 539.36
80763073 A/C Condenser Frt Cab	-	-	-	-	-	-	-	-	\$ 331.68
102626X Valve Relay R12	-	-	-	-	-	-	-	-	\$ 82.09
80783160 Hose A/C Discharge Cond to Dry	-	-	-	-	-	-	-	-	\$ 50.83
80734111 Coil 24 Volt	-	-	-	-	-	-	-	-	\$ 53.10

Gradall OEM

BIDDER	RB Everett 10.1.19 3:38pm	Heil of Texas 10.18.19 2:43pm	GAPVAC 10.5.19 9:08am	Brookside 10.15.19 9:14am	Doggett 10.17.19 3:12pm	Tesa Bus Sales 10.17.19 1:38pm	Classic 10.21.19 3:56pm	Metro Fire 10.22.19 9:00am	Assosciated Supply Co. 10.22.19 9:04am
Hourly Rate Shop Charge	-	-	-	-	-	-	-	-	\$ 125.00
Other Shop Charges	-	-	-	-	-	-	-	-	0
Hourly Rate Road Call to Galveston	-	-	-	-	-	-	-	-	\$ 130.00
Other Road Call Charges	-	-	-	-	-	-	-	-	\$2.95 per mile
Discount Percentage (%) off catalog pricelist for original equipment manufacturers (OEM) parts not listed	-	-	-	-	-	-	-	-	0

Heil Packer OEM

BIDDER	RB Everett 10.1.19 3:38pm	Heil of Texas 10.18.19 2:43pm	GAPVAC 10.5.19 9:08am	Brookside 10.15.19 9:14am	Doggett 10.17.19 3:12pm	Tesa Bus Sales 10.17.19 1:38pm	Classic 10.21.19 3:56pm	Metro Fire 10.22.19 9:00am	Assosciated Supply Co. 10.22.19 9:04am
063-0108 proximity switch	-	\$ 67.51	-	-	-	-	-	-	-
0316260 joy stick 5 button	-	\$ 734.78	-	-	-	-	-	-	-
0316373 actuator main valve	-	\$ 329.20	-	-	-	-	-	-	-
180804 gripper arm spring	-	\$ 11.02	-	-	-	-	-	-	-

372-3684 pin / bushing kit	-	\$ 1,494.12	-	-	-	-	-	-	-
Hourly Rate Shop Charge	-	\$ 125.00	-	-	-	-	-	-	-
Other Shop Charges	-	10% of labor hours - max \$500.00 charge	-	-	-	-	-	-	-
Hourly Rate Road Call to Galveston	-	\$ 165.00	-	-	-	-	-	-	-
Other Road Call Charges	-	\$ 1.50	-	-	-	-	-	-	-
Discount Percentage (%) off catalog pricelist for original equipment manufacturers (OEM) parts not listed	-	\$ 0.04	-	-	-	-	-	-	-

HINO OEM

BIDDER	RB Everett 10.1.19 3:38pm	Heil of Texas 10.18.19 2:43pm	GAPVAC 10.5.19 9:08am	Brookside 10.15.19 9:14am	Doggett 10.17.19 3:12pm	Tesa Bus Sales 10.17.19 1:38pm	Classic 10.21.19 3:56pm	Metro Fire 10.22.19 9:00am	Associated Supply Co. 10.22.19 9:04am
85221E0130 Wiper Arm L/H	-	-	v	-	-	-	-	-	-
300-80016 Hinge Pin - Dump Truck	-	-	-	-	-	-	-	-	-
89463E0540 Nox sensor	-	-	-	-	-	-	-	-	-
86301E0020 Antenna - Mast	-	-	-	-	-	-	-	-	-
28100E0 311 Starter	-	-	-	-	-	-	-	-	-
Hourly Rate Shop Charge	-	-	-	-	-	-	-	-	-
Other Shop Charges	-	-	-	-	-	-	-	-	-
Hourly Rate Road Call to Galveston	-	-	-	-	-	-	-	-	-
Other Road Call Charges	-	-	-	-	-	-	-	-	-
Discount Percentage (%) off catalog pricelist for original equipment manufacturers (OEM) parts not listed	-	-	-	-	-	-	-	-	-

John Deere Mowers & Small Tractors (Green) OEM

BIDDER	RB Everett 10.1.19 3:38pm	Heil of Texas 10.18.19 2:43pm	GAPVAC 10.5.19 9:08am	Brookside 10.15.19 9:14am	Doggett 10.17.19 3:12pm	Tesa Bus Sales 10.17.19 1:38pm	Classic 10.21.19 3:56pm	Metro Fire 10.22.19 9:00am	Associated Supply Co. 10.22.19 9:04am
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M809640 Temp Sensor	-	-	-	\$ 51.90		-	-	-	\$ 82.00
TCU25259 Brake pad inner rear	-	-	-	\$ 78.48		-	-	-	\$ 124.00
DMU210726 Instrument panel	-	-	-	\$ 95.14		-	-	-	\$ 150.32
SE501824 Alternator	-	-	-	\$ 325.67		-	-	-	\$ 514.56

John Deere Mowers & Small Tractors (Green) OEM

BIDDER	RB Everett 10.1.19 3:38pm	Heil of Texas 10.18.19 2:43pm	GAPVAC 10.5.19 9:08am	Brookside 10.15.19 9:14am	Doggett 10.17.19 3:12pm	Tesa Bus Sales 10.17.19 1:38pm	Classic 10.21.19 3:56pm	Metro Fire 10.22.19 9:00am	Associated Supply Co. 10.22.19 9:04am
DMA210962 Muffler	-	-	-	\$ 632.54		-	-	-	\$ 325.14
Hourly Rate Shop Charge	-	-	-	\$ 105.00		-	-	-	\$ 125.00
Other Shop Charges	-	-	-	0		-	-	-	0
Hourly Rate Road Call to Galveston	-	-	-	\$ 140.00		-	-	-	\$ 130.00
Other Road Call Charges	-	-	-	0		-	-	-	\$ 2.95
Discount Percentage (%) off catalog pricelist for original equipment manufacturers (OEM) parts not listed	-	-	-	0%		-	-	-	0

John Deere Heavy (Yellow) OEM

BIDDER	RB Everett 10.1.19 3:38pm	Heil of Texas 10.18.19 2:43pm	GAPVAC 10.5.19 9:08am	Brookside 10.15.19 9:14am	Doggett 10.17.19 3:12pm	Tesa Bus Sales 10.17.19 1:38pm	Classic 10.21.19 3:56pm	Metro Fire 10.22.19 9:00am	Associated Supply Co. 10.22.19 9:04am
DZ111630 Exhaust Valve	-	-	-	-	\$ 1,986.53	-	-	-	\$ 3,138.72
RE559944 Fuel Filter Housing	-	-	-	-	\$ 846.96	-	-	-	\$ 1,338.20
AT198774 Handle R/H-L/Joystick	-	-	-	-	\$ 164.44	-	-	-	\$ 259.02
AT317464 Switch Rocker 4x4 Control	-	-	-	-	\$ 39.52	-	-	-	\$ 62.44
T69938 U joint clamp	-	-	-	-	\$ 8.56	-	-	-	\$ 13.52
Hourly Rate Shop Charge	-	-	-	-	\$ 130.00	-	-	-	\$ 125.00
Other Shop Charges	-	-	-	-	11% of labor	-	-	-	0
Hourly Rate Road Call to Galveston	-	-	-	-	150	-	-	-	\$ 130.00

Other Road Call Charges	-	-	-	-	\$4.00 per mile	-	-	-	2.95 per mile
Discount Percentage (%) off catalog pricelist for original equipment manufacturers (OEM) parts not listed	-	-	-	-	0	-	-	-	0

Mack OEM

BIDDER	RB Everett 10.1.19 3:38pm	Heil of Texas 10.18.19 2:43pm	GAPVAC 10.5.19 9:08am	Brookside 10.15.19 9:14am	Doggett 10.17.19 3:12pm	Tesa Bus Sales 10.17.19 1:38pm	Classic 10.21.19 3:56pm	Metro Fire 10.22.19 9:00am	Assosciated Supply Co. 10.22.19 9:04am
29551556 Trans Switch Shift select	-	-	-	-		-	-	-	-
21061075 Hood release Handle	-	-	-	-		-	-	-	-
25168634 Amber direction lamp	-	-	-	-		-	-	-	-
23025708 Coolant level sensor	-	-	-	-		-	-	-	-
21262496 Pipe Assy Turbo Cooler	-	-	-	-		-	-	-	-
Hourly Rate Shop Charge	-	-	-	-		-	-	-	-
Other Shop Charges	-	-	-	-		-	-	-	-
Hourly Rate Road Call to Galveston	-	-	-	-		-	-	-	-
Other Road Call Charges	-	-	-	-		-	-	-	-
Discount Percentage (%) off catalog pricelist for original equipment manufacturers (OEM) parts not listed	-	-	-	-		-	-	-	-

Peterbilt OEM

BIDDER	RB Everett 10.1.19 3:38pm	Heil of Texas 10.18.19 2:43pm	GAPVAC 10.5.19 9:08am	Brookside 10.15.19 9:14am	Doggett 10.17.19 3:12pm	Tesa Bus Sales 10.17.19 1:38pm	Classic 10.21.19 3:56pm	Metro Fire 10.22.19 9:00am	Assosciated Supply Co. 10.22.19 9:04am
4937032 Connection Gasket	-	-		-		-	-	-	-
4941008 Intake manifold cover	-	-		-		-	-	-	-
0201781 frt spring pins	-	-		-		-	-	-	-
B116030M03 frt leaf spring rear bracket	-	-		-		-	-	-	-
3978286 serp belt	-	-		-		-	-	-	-

Peterbilt OEM									
BIDDER	RB Everett 10.1.19 3:38pm	Heil of Texas 10.18.19 2:43pm	GAPVAC 10.5.19 9:08am	Brookside 10.15.19 9:14am	Doggett 10.17.19 3:12pm	Tesa Bus Sales 10.17.19 1:38pm	Classic 10.21.19 3:56pm	Metro Fire 10.22.19 9:00am	Associated Supply Co. 10.22.19 9:04am
Hourly Rate Shop Charge	-	-		-		-	-	-	-
Other Shop Charges	-	-		-		-	-	-	-
Hourly Rate Road Call to Galveston	-	-		-		-	-	-	-
Other Road Call Charges	-	-		-		-	-	-	-
Discount Percentage (%) off catalog pricelist for original equipment manufacturers (OEM) parts not listed	-	-		-		-	-	-	-

Spartan OEM									
BIDDER	RB Everett 10.1.19 3:38pm	Heil of Texas 10.18.19 2:43pm	GAPVAC 10.5.19 9:08am	Brookside 10.15.19 9:14am	Doggett 10.17.19 3:12pm	Tesa Bus Sales 10.17.19 1:38pm	Classic 10.21.19 3:56pm	Metro Fire 10.22.19 9:00am	Associated Supply Co. 10.22.19 9:04am
SMC-0400EE8-001 window regulator (ls)	-	-	-	-		-	-	\$ 132.22	-
CF-2-44950-002 Magnetic switch	-	-	-	-		-	-	\$ 17.12	-
FRC-XE-WLPT4S0A Tanks Sensor	-	-	-	-		-	-	\$ 152.04	-
SMC-0134-GG3.052 Switch Recessed Plunger	-	-	-	-		-	-	\$ 15.37	-
SVI-069-15383 Actuator upper light	-	-	-	-		-	-	\$ 505.40	-
Hourly Rate Shop Charge	-	-	-	-		-	-	\$ 138.00	-
Other Shop Charges	-	-	-	-		-	-	8% of labor charge, up to \$250.00	-
Hourly Rate Road Call to Galveston	-	-	-	-		-	-	\$ 138.00	-
Other Road Call Charges	-	-	-	-		-	-	\$207.00 after hours rate	-

Discount Percentage (%) off catalog pricelist for original equipment manufacturers (OEM) parts not listed above	-	-	-	-		-	-	OEM repair parts shall be sold at 16% discount off list for all vendors with list prices, except the following OEM repair part vendors; Super Vacuum MFG CO, Inc., Hale Products, Inc., Task Force Tips, Inc., Foam Pro, Kussmaul, and Waterous. OEM repair parts from Super Vacuum MFG CO, Inc., Hale Products, Inc., Task Force Tips, Inc., Foam Pro, Kussmaul, and Waterous shall be sold at 5% off list. Repair parts from vendors without list prices shall be sold at standard Metro Fire pricing.	-
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Volvo HD OEM

BIDDER	RB Everett 10.1.19 3:38pm	Heil of Texas 10.18.19 2:43pm	GAPVAC 10.5.19 9:08am	Brookside 10.15.19 9:14am	Doggett 10.17.19 3:12pm	Tesa Bus Sales 10.17.19 1:38pm	Classic 10.21.19 3:56pm	Metro Fire 10.22.19 9:00am	Assosciated Supply Co. 10.22.19 9:04am
VOE14547919 A/C condenser	-	-	-	-		-	-	-	\$ 1,644.99
VOE14509377 A/C dryer	-	-	-	-		-	-	-	\$ 122.18
VOE15082742 A/C Compressor	-	-	-	-		-	-	-	\$ 241.50
VOE14591545 A/C Switch A/C pressur comp	-	-	-	-		-	-	-	\$ 22.44
VOE14509331 A/C Expansion Valve	-	-	-	-		-	-	-	\$ 130.37
Hourly Rate Shop Charge	-	-	-	-		-	-	-	\$ 125.00
Other Shop Charges	-	-	-	-		-	-	-	0
Hourly Rate Road Call to Galveston	-	-	-	-		-	-	-	\$ 130.00
Other Road Call Charges	-	-	-	-		-	-	-	2.95 per mile
Discount Percentage (%) off catalog pricelist for original equipment manufacturers (OEM) parts not listed	-	-	-	-		-	-	-	0



City of Galveston

FLEET FACILITIES STAFF REPORT

October 23, 2019

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for the approval of the contract for welding services on city vehicles and equipment to Broom Welding and Island Machine Works, who were the responsive bidders on formal bid #19-013, and authorize the City Manager to execute the contract upon final approval by the City Attorney.

I. Background

- A. The Fleet Facility has a contract for welding services on city vehicles, and other equipment.
- B. A formal bid was processed, and has been completed (#19-013).
- C. The bid specifications included FTA clauses as well since Island Transit vehicles are included.
- D. Two local vendors responded. Broom Welding and Island Machine Works provided the responsive bids that met all specifications.
- E. This is a three-year contract with an option to be extending for an additional two years.
- F. It is recommended to award to both companies. It is important for the city to have a contract with more than one respondent in case the main supplier defaults.

II. Current Situation

The City Council will have to approve the contract for welding services on city vehicles and equipment to Broom Welding and Island Machine Works, who were the responsive bidders on formal bid #19-013, and authorize the City Manager to execute the contract upon final approval by the City Attorney.

III. Alternatives in order of priority

- A. Approve the recommendation.
 - 1. Cost - estimated to exceed \$15,000 annually.
 - 2. Timing - contract needed as soon as possible.





City of Galveston

FLEET FACILITIES STAFF REPORT

3. Departmental Improvements - will provide the city with welding services at the lowest price.

B. Do not approve the recommendation.

1. Cost - estimated to exceed \$15,000 annually.
2. Timing - services made on an *as needed basis*.
3. Departmental Improvements - will provide the city with welding services at an increased price.

IV. Environmental Impact

The listed businesses follow the guidelines established by the EPA and the TCEQ.

V. Fiscal Impact Report

Requested by	David Smith Executive Director
Funding Source	Various City Accounts
Cost	As provided for through budgets adopted by City Council and administered by the City Manager
Savings Estimation	Will help reduce unit repair costs.

VI. Recommendation

Concur in *Alternative A* and approve the contract for welding services on city vehicles and equipment to Broom Welding and Island Machine Works, who were the responsive bidders on formal bid #19-013, and authorize the City Manager to execute the contract upon final approval by the City Attorney.

Respectfully Submitted

David Smith
Executive Director



BROOME WELDING & MACHINE CO.

7909 BAYSIDE AVE.
GALVESTON, TEXAS 77554
PHONE: (409) 744-0407
FAX: (409) 744-0461

HOURLY RATE SCHEDULE

Labor rates for shop and field work - except marine*:

	<u>S/T</u>	<u>O/T</u>	<u>D/T</u>
PLASMA CUTTING:	\$140.00	\$210.00	\$280.00
PROJECT MANAGER:	\$95.00	\$142.50	\$190.00
FIELD FOREMAN:	\$95.00	\$142.50	\$190.00
SHOP FOREMAN:	\$95.00	\$142.50	\$190.00
DRAFTING/DESIGN:	\$95.00	\$142.50	\$190.00
WELDER:	\$85.00	\$127.50	\$170.00
HELPER:	\$70.00	\$105.00	\$140.00

*Marine Rate increases \$5.00/hour for each craft.

The following surcharge will be added to the total labor cost to cover tooling and supplies:

STEEL WELDING:	8%
EXOTICS: (STAINLESS, ALUM, BRASS)	12%

Welding machines used in the field will be charged as follows:

STEEL WELDING:	\$128.00 PER DAY
EXOTICS: (STAINLESS, ALUM, BRASS)	\$160.00 PER DAY

Other Charges:

DELIVERY CHARGE:	\$150.00 MINIMUM DELIVERY CHARGE
BREAK-IN CHARGE:	\$300.00 PER JOB
TRUCK FEE :	\$50.00 PER DAY

Regular working hours are 7:30 a.m. to 4:00 p.m. Monday thru Friday.

Minimum charge is \$200.00

Minimum lead time is 5 business days (see break-in charge above).

Minimum call out charge is 4-hours.

Overtime is charged at time and one half Monday through Saturday and double time on Sundays and Holidays (i.e., New Years Day, Fourth of July, Labor Day, Thursday & Friday for Thanksgiving and Christmas Day).

Drive time to and from the jobsite is charged directly to the customer.

Price Form

Minimum Specification Hourly Rates

Description	Weekday	Weekend	Holiday
JOURNEYMAN	70.00	105.00	140.00
APPRENTICE	60.00	90.00	120.00
HELPER	60.00	90.00	120.00
WELDING MACHINE HOURLY RATE	INCLUDED IN ABOVE RATES	INCLUDED IN ABOVE RATES	INCLUDED IN ABOVE RATES
RESPONSE TIME	4 HOURS	4 HOURS	4 HOURS

We the undersigned hereby offer the above products in strict accordance to the specifications and in accordance with the general conditions of bidding. This offer is not subject to withdrawal after a contract has been awarded by City Council

Company: ISLAND MACHINE WORKS, INC

Address: 4217 AVENUE M GALVESTON, TX 77550

Authorized Representative Signature: 

Printed Name: ALEX LARA

CONTRACT FOR SERVICES
WELDING SERVICES

This Contract (the "Contract") is made and entered into this _____ day of November, 2019, by and between the City of Galveston (the "City"), a Texas home-rule municipality, and **Broome Welding and Machine Co.**, a Texas corporation, located at **7909 Bayside Ave, Galveston, TX, 77554**

WHEREAS, the City of Galveston desires to obtain welding services in connection with city within the City of Galveston ("City") and Broome Welding and Machine Co. ("Company") desires to provide such services; and

WHEREAS, this Agreement between the Parties consist of the terms and conditions set forth herein, and that documents, attached and incorporated for all purposes; Exhibit A identified as the proposal from Company for the following services:

Welding Services

BID 19-013

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

1. **SCOPE OF SERVICES**: Company will provide supplies and services (the "Work") to the City in connection with the Project, such Work more specifically described in Exhibit A, attached and fully incorporated for all intents and purposes.
 2. **STANDARD OF CARE**: The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
 3. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.
 4. **CHANGES**: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
 5. **TERM**: This Agreement shall be effective for three (3) years upon execution by the City of Galveston. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City.
- It is agreed that City will have the option to extend the contract for up to two (2) additional years, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.
6. **ACCESS TO INFORMATION**: It is agreed that all information, data, reports and records and maps as are existing, available, and necessary for the carrying out of the work shall be furnished to Company by the City and its agencies. The City and its agencies will cooperate with Company in every way possible to facilitate the performance of the work described in the contract.
 7. **SCHEDULE AND DELIVERABLES**: Company will perform the Work in accordance with the

schedules/timetables described in greater detail in the attached Exhibit A. All of Company's reports and data will be submitted to the City in electronic format, using Microsoft Word, Excel, Access, and/or other computer software applications, as specified in Exhibit A.

8. APPROPRIATIONS: The obligations of the City to make payment under this Contract are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.

9. FINAL COMPLETION AND ACCEPTANCE: Within thirty one (31) days after the Company has given the City's Representative written notice that the work has been completed, or substantially completed, the City's Representative and the City shall inspect the work. If

(a) the work is found completed or substantially completed in accordance with the contract documents, and

(b) the Company has provided the City's Representative a set of "as built" drawings, the City's Representative shall issue to the City and Company a certificate of completion. The work shall not be considered "completed" until such time as the certificate has been issued and no certificate shall be issued until the City has been given "as-built" drawings of the project by Company.

Substantial Compliance will be defined as the stage in the progress of the Work where the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work for its intended use.

10. ABANDONMENT BY COMPANY: In case the Company should abandon and fail or refuse to resume work within ten (10) days after written notification from the City or the City's Representative, or if the Company fails to comply with the orders of the City's Representative, when such orders are consistent with this contract, the City shall notify the Surety on the bond, in writing. The City shall direct the Surety to complete the work and a copy of said notice shall be delivered to the Company.

After receiving a copy of City's notice to the Surety, the Company shall not remove from the job site any machinery, equipment, tools, materials, or supplies, for use on the job, by the City, the Surety of the Company, or another Contractor, for completion of the work. The Company shall not receive any rental or credit for such use. Company agrees and understands that the use of such equipment and materials will ultimately reduce the cost to complete the work and shall be reflected in the final settlement.

In case the Surety should fail to commence compliance with City's notice for completion, within ten (10) days after receipt of such notice, the City may provide for completion of the work in either of the following manners:

- (a) The City may employ such force of workers, use of machinery, equipment, tools, materials and supplies as City may deem necessary to complete the work. City may charge the expense of such labor, machinery, equipment, tools, materials and supplies to Company, and the expense so charged shall be deducted and paid by the City out of monies as may be due, or that may become due to the Company under and by virtue of this agreement. If such expense is less than the sum which would have been payable to Company under this contract, if the same had been completed by the Company, then City shall pay the difference to the Company. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by the Company, then the Company

- or the Company's Surety shall pay the amount of such excess to the City; or
- (b) The City, under sealed bids, after notice published as required by law, at least twice in a newspaper having a general circulation in the County of location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case of any increase in cost to the City under the new contract, as compared to what would have been the cost under this contract, such increase shall be charged to the Company and the Surety shall be and remain bound therefore. However, should the cost to complete any such new contract prove to be less than that which would have been the cost to complete the work under this contract, the Company and Company's Surety shall be credited with the difference between the new contract and this contract.

When the work has been completed or substantially completed, the Company and Surety shall be so notified and a certificate of completion issued, as provided in paragraph 10.

A complete itemized statement of the contract accounts, certified to by the City's Representative as being correct shall be prepared and delivered to Company and Company's Surety. Upon delivery to the Company or Company's Surety, the Company or Surety shall pay the balance due, if any, as reflected by the statement, within thirty (30) days after the date of certificates of completion. Company and Surety shall be held jointly and severally liable for any balance due.

In the event the statement of accounts shows that the cost to complete the work is less than the cost to the City had the work been completed by the Company under the terms of this contract, or when the Company and Surety shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be released to the Company and/or its Surety. Should the cost to complete the work exceed the contract price, and amount due the City within the time designated, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, City shall mail notice of amounts due, together with an itemized list of such equipment and materials to the Company and its Surety. After mailing such notice, such property shall be held at the risk of the Company and its Surety, subject only to the duty of the City to exercise ordinary care to protect such property.

After fifteen (15) days from the date of receipt of notice, the City may sell all machinery, equipment, tools, materials or supplies and apply the proceeds, less costs and expense of the sale to the credit of the Company and its Surety. Such sale may be made at either public or private sale, with or without notice, as the City may elect. The City shall release any machinery, equipment, tools, materials or supplies which remain on the job site that belong to persons other than the Company or its Surety, to their lawful owners.

11. ABANDONMENT BY CITY: If the City shall fail to comply with the terms of this contract and refuses to comply with such terms within thirty (30) days after the receipt of written notification of failure from the Company, the Company may suspend or wholly abandon the work, and may remove all of its machinery, tools and equipment and all other materials on the ground for which the Company used for the work.

The City's Representative shall make an estimate of the total amount earned by the Company, which estimate shall include the value of all work actually completed by said Company, at the prices stated in the attached proposal, the value of all partially completed work, at fair and equitable price, and the amount of all authorized Extra Work performed at the prices agreed upon or as provided for by the terms of this contract, and a reasonable sum to cover the cost of any provisions made by the Company to complete the work, and which cannot be utilized. The City's Representative shall then make a final statement of the balance due the Company by deducting from the above estimate all previous payments by the City and all other sums that may be retained by the City under the terms of this Agreement. City's Representative shall certify the final statement to the City who shall pay to the Company on or before thirty (30) days after the date of City's receipt of certification, the balance shown by the final statement. In no event shall City owe more than the amount authorized by City Council.

12. BONDS: Company shall be required to furnish a performance bond and payment bond, in accordance with Tex. Gov't. Code, section 2253.001, et seq., in the amount of 100% of the total contract price, in the event the contract price exceeds \$100,000.00 for a performance bond and \$50,000.00 for a payment bond. If the contract price does not exceed \$100,000.00 or \$50,000, respectively, and payment for work shall be made in one lump sum payment after completion and final acceptance of the work, the City shall not require the statutory bonds.

All bonds, if required, shall be submitted on forms supplied by the Company, and executed by an approved surety company authorized to do business in the State of Texas. It is further agreed that this contract shall not be in effect until such bonds are so furnished and accepted by the City.

13. COMPENSATION: The City shall compensate Company for the Work at as per Company's schedule more specifically described in Exhibit A. Company will furnish an invoice to the City detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at 7909 Bayside Drive, Galveston, TX, 77550. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

14. INSURANCE REQUIREMENTS: Company shall provide all required City of Galveston certificates of coverage and all renewals throughout the duration of the Project. For each policy except Workers' Compensation protection, Company shall name the City as an additional insured and shall provide that the policy require the insurance carrier to notify the City a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are listed below.

Required Insurance:

- a. Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:

\$2,000,000 general liability (includes products and personal, etc.)

\$1,000,000 fire damage

\$1,000,000 automobile damage

\$500,000 workers compensation employers' liability

Statutory limits for workers compensation

Insurance coverage shall be on an "occurrence basis"

15. **TERMINATION**: This Contract shall terminate automatically upon completion of the Work by Company. This Contract may be terminated prior to completion of the Work by either party upon 30 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, City shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination, and Company shall turn over to the City all documents, information, and Work produced to said date relating to the Project. Notwithstanding the above, Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Company or its subordinates and the City may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due the City from Company is determined.

16. **FORCE MAJEURE**: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

17. **INDEMNIFICATION**. **FOR CONSIDERATION RECEIVED**, Company shall, to the extent allowable, indemnify, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of the city. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

18. **REPORTS AND INFORMATION**: Company, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

19. **INDEPENDENT CONTRACTORS**: The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship.

Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

20. SUBCONTRACTOR: The term "Subcontractor", includes only those having a direct contract with the Company for performance of work on the project contemplated by these documents. Company shall submit the names and addresses of all proposed subcontractors to the City. Subcontractors may be disqualified by City for the same reason that a Contractor may be disqualified. City shall have no responsibility to any Subcontractor employed by Company for performance of work on the project contemplated by these contract documents, but Subcontractors will look exclusively to Company for any payments due to the Subcontractor.

21. PERMITS: Company shall obtain all necessary permits for completing the project at no costs to the City. All permits shall be visibly posted on the project site. All permits associated with the project shall be sole responsibility of Company.

22. ADJACENT STRUCTURES: Adjacent structures damaged by Company's work on the project must be satisfactorily restored to the City and to the owner of the adjacent structure at Company's cost and at no expense to the City.

23. PROTECTION OF PERSONS AND PROPERTY: Company is responsible for providing protection of persons and property, including safe working conditions throughout the progress of the project.

24. SANITATION: Necessary sanitary conveniences for the use of laborers on the work site, properly screened from public observation, shall be provided, constructed and maintained by the Company in such manner and at such points as shall be approved by the City's Representative. Company shall strictly enforce use of sanitary conveniences. The Company shall at all times keep the premises free from accumulations of debris and at the completion of the work, shall remove all such debris and all tools, scaffolding and surplus materials and shall leave the worksite clean. The work shall be left in good order and condition. In case of dispute or should Company fail to clean the premises, City may remove the debris and charge the cost to the Company.

25. ASSIGNMENT: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

26. CONSTRUCTION: In the event that any provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, and the remaining provisions shall be affected thereby to the least extent possible.

27. NO WAIVER: The failure of any party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Contract.

28. ENTIRE AGREEMENT: This Contract incorporates all provisions of the attached proposal for Bid 19-013 Welding Services within the City of Galveston, Texas in Exhibit A constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract. The contractor, by signing this agreement, acknowledges the City of Galveston is entering into this contract in its governmental capacity, and not a proprietary capacity.

29. SEVERABILITY CLAUSE: The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions

should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

30. ATTORNEY'S FEES: In the event there is a dispute concerning this Contract, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

31. APPLICABLE LAW, VENUE, AND JURISDICTION: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.

32. COPYRIGHT: No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of Company.

33. CONFLICT OF INTEREST: A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C of the original request for proposal. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or other writing related to any potential agreement with the City. If no conflict exists the offeror must mark the form Not Applicable or NA and return with the contract packet.

34. PROPERTY TAX: The City of Galveston will not do business with any person or business that owes delinquent property taxes to the City. By execution of this Contract, the parties agree that they do not owe the City property taxes that are delinquent.

35. NEPOTISM STATEMENT: By signing this agreement, Contractor agrees that no principal of the company is related by blood or marriage to any official or employee of the City of Galveston.

36. NON-COLLUSION STATEMENT: The undersigned affirm that they are duly authorized to execute this contract, that this company, firm, partnership, or individual has not prepared this contract in collusion with any other proposer, and that the contents of this contract as to prices, terms or conditions of said contract have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

37. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION: The undersigned certifies, by acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Contractor agrees that by submitting this contract that Contractor will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Contractor or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

38. COMPLIANCE CLAUSES:

1. NO GOVERNMENTAL OBLIGATION TO THIRD PARTIES: The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party

(whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS: Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., "Administrative Remedies for False Claims and Statements," apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
3. ACCESS TO RECORDS AND REPORTS: The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."
4. EQUAL EMPLOYMENT OPPORTUNITY: The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations,

and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. The vendor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

5. GOVERNMENT-WIDE SUSPENSION AND DEBARMENT: This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:
 1. **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than

one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. **Withholding for unpaid wages and liquidated damages** - The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. **Subcontracts** - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

7. LOBBYING:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall 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 U.S.C. § 1352. Each tier shall 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 recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
8. urn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
9. PROCUREMENT OF RECOVERED MATERIALS 42 U.S.C 6962:
 - (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

10. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS: By signing this contract, the contractor agrees it shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
 11. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS: This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
39. NOTICES: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Suite 203
P. O. Box 779
Galveston, Texas 77553

Company Name & Address
Broome Welding and Machine Co.
7909 Bayside Ave
Galveston, Texas 77554

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

BROOME WELDING AND MACHINE CO.

By: _____
Brian Maxwell, City Manager

By: CR
Chris Rupert, Vice President

ATTEST:

Janelle Williams, City Secretary

APPROVED AS TO FORM

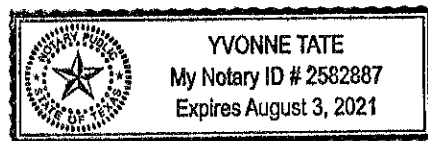
City Attorney

BY EXECUTION OF THIS AGREEMENT, Company ACKNOWLEDGES RECEIPT OF
A COPY OF THIS CONTRACT.

THE STATE OF TEXAS §
 §
Galveston COUNTY §

On this day, BEFORE ME, the undersigned, personally appeared Chris Rupert
Broome Welding and Machine Co., personally known to me or proved to me on the basis of
satisfactory evidence to be the individual whose name is subscribed to the within instrument and
acknowledged to me that he or she executed the same in his or her capacity, and that by his or her
signature on the instrument, the individual, or the person upon behalf of which the individual acted
executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23rd day of October, 2019.



Yvonne Tate
Notary Public in and for
The State of Texas

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-554359

Date Filed:
10/23/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Broome Welding & Machine Co.
Galveston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City Of Galveston

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

COG-CON-19-111
Welding Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



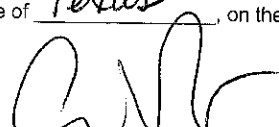
6 UNSWORN DECLARATION

My name is Chris Rupert, and my date of birth is _____.

My address is 7909 Bayside Ave, Galveston, TX, 77554, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Galveston County, State of Texas, on the 23rd day of Oct, 2019.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/14/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Rust Ewing Watt and Haney, Inc. 7900 Emmett Lowry Expressway Texas City TX 77591		CONTACT NAME: Donna Hanson PHONE (A/C No Ext): (409) 934-8000 FAX (A/C No): (409) 935-1883 E-MAIL ADDRESS: donna_hanson@rustewing.com	
INSURED Broome Welding And Machine Co. Inc. 7909 Bayside Galveston TX 77554		INSURER(S) AFFORDING COVERAGE INSURER A: Monroe Guaranty Ins Company INSURER B: FCCI Insurance Company INSURER C: Texas Mutual Ins Co INSURER D: Nautilus Insurance Company INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 19-20 WC Rnw1

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			CPP 100027633-02	8/12/2019	8/12/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Leased and Rented Equipment \$ 100,000
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			CA 100016478-02	8/12/2019	8/12/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$			UMB 100016479-02	8/12/2019	8/12/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	0001173282	10/15/2019	10/15/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			CPF2029769-10	8/6/2019	8/6/2020	Limit \$2,000,000
	Contractors Pollution Liability			CPF2029769-10	8/6/2019	8/6/2020	Limit \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability, Contractors Pollution Liability, Auto and Umbrella policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder and the the General Liability, Contractors Pollution Liability, Auto, Workers' Comp and Umbrella policies include a blanket automatic waiver of subrogation endorsement that provides waiver of subrogation wording to the certificate holder. These endorsements, to the extent provided in the policy, all apply when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability, Contractors Pollution Liability, Auto and Umbrella policies

CERTIFICATE HOLDER

CANCELLATION

City of Galveston
823 Rosenberg
Galveston, TX 77550

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

G Blystone CIC/DONNAH

D. E. Blystone

COMMENTS/REMARKS

include a 30 day notice of cancellation to certificate holders endorsement, providing for 30 days advance notice if the policy is cancelled by the company other than for nonpayment of premium. This endorsement does not apply if the named insured requests cancellation. The General Liability, Auto and Umbrella policies will pay for a covered loss on a primary basis and the Company will not seek contribution from the Certificate Holder for such loss.



City of Galveston INVITATION TO BID

Bid Reference Number: 19-013

Project Title: Welding Services

Bid Closing Date: 10:00 A.M.(CST), Thursday, August 29, 2019

Original and one (1) copy and one media source required.

No bids submitted after the above deadline will be accepted.

Contact: City of Galveston Purchasing Department at
purchasing@galvestontx.gov or 409-797-3579.

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Appendix J – Scope of Services

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Galveston, Texas

Invitation to Bid

1. Introduction

- A. Project Overview: The City of Galveston is requesting Bids with the intent of awarding a contract for the purchase of goods and services contained in Appendix J– Scope of Services.
- B. Questions: Following are contacts for questions as identified.
- i. ITB Clarifications: All questions related to requirements or processes of this ITB should be submitted in writing to the Purchasing Department. Contact information provided in section 2 below.
 - ii. Scope of Service Questions: All questions related to the scope of services should be submitted in writing to the contact person(s) noted in Appendix J – Scope of Services.
 - iii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this ITB will be issued in writing by addendum and posted to City website. All such addenda issued by City prior to the submittal deadline shall be considered part of the ITB. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
 - iv. Acknowledgement of Addenda: The Bidder must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Bid document or the submittal will marked Non-Responsive.
- C. Notification of Errors or Omissions: Bidders shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this ITB. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to any potential agreement with the City.
If no conflict exists the offeror must mark the form Not Applicable or NA submit with the bid packet.
- E. Disclosure of Interested Parties Form 1295: A person or business, who enters into a contract with the City, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission.

2. **Contact Information**

Mailing Address: City of Galveston, Purchasing Department, Room 306, PO Box 779, Galveston, Texas 77551

Physical Address: City of Galveston, Purchasing Department, 823 Rosenberg Street, Room 306, Galveston, Texas 77550

Email Address: purchasing@galvestontx.gov

3. **General Information**

- A. **Tax Exempt Status:** City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Bid. City will furnish Excise Tax Exemption Certificate upon request.
- B. **Public Inspection of Bids:** The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of ITB information. Bid Documents are not available for public inspection until after the contract award. If the Bidder has notified the City, in writing, that the Bid Document contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.
- C. All bidders are hereby put on notice that if the Bidder is awarded a contract for procurement of goods or services, the City of Galveston is entering into that contract in its governmental capacity, and not a proprietary capacity.
- D. The City of Galveston is required to verify, that company does not do business with Iran, Sudan, or any Foreign Terrorist Organization, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153.
- E. Pursuant to Texas Government Codes Chapters 880, 2270, Sections 880.001, 2270.001, and 2270.002; vendor is required to complete Appendix C (certifying that company does not Boycott Israel), in the solicitation document, if company has greater than 10 employees and/or the value of a contract resulting from the solicitation is valued at \$100,000 or greater.

4. **ITB Withdrawals and/or Amendments**

- A. **ITB Withdrawal:** The City reserves the right to withdraw this ITB for any reason.
- B. **ITB Amendments:** The City reserves the right to amend any aspect of this ITB by formal written Addendum prior to the Bid submittal deadline and will endeavor to notify all potential Bidders that have notified the Purchasing Department of their intent to bid, but failure to notify shall impose no obligation or liability on the City.

5. **Estimated Quantities**

The City does not guarantee to purchase any minimum or maximum quantity but does contemplate purchasing exclusively during the term of the contract from the successful vendor(s).

6. Bid Submittal Requirements

- A. Submittal Packet – How to submit: All bids must be submitted in person or by mail at the addresses in Section 2, above. No bids will be accepted electronically, either by fax or email. Bids submitted electronically will be marked non-responsive. Bids shall be sealed and marked clearly with the bid number, bid name, closing date and time, on the outside of the package or envelope. Unidentifiable bids will be unopened and marked as non-responsive.
- B. Submittal Packet – Required Contents: All items in this bid are considered part of the bid package. **Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature.** Bids not including all of the above will be considered non-responsive. A bid requires an Original signed document, copies, and a media source. Please mark the bids "Original" and "Copy" and label the media source (preferred media is a jump/thumb drive). Please submit the original and correct number of copies indicated on the title page, or bid will be marked "Non-responsive". Offerors must submit their bids on the forms provided herein, otherwise, it will be marked non-responsive.
- C. Submittal Deadline: The deadline for submittal of Bids shall be as identified on the title of the bid and on page 10 (ten) of Appendix A-Bid. It is the Offeror's responsibility to have the Bid Documents correctly submitted by the submittal deadline. No extensions will be granted and no late bids will be accepted.
- D. Bids Received Late: Bidders are encouraged to submit their bids as soon as possible. The time and date of receipt as recorded in the Purchasing Office shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Bids will not be considered under any circumstances.
- E. Alterations or Withdrawals of Bid Document: Any submitted Bid may be withdrawn or a revised bid substituted prior to the submittal deadline. Bid Documents cannot be altered, amended or withdrawn by the Bidder after the submittal deadline.
- F. Bid Document Format: All Bid Documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2" x 11" pages. The package must be in the order required in the Scope of Services. The submittal must be written in pen or typed, signatures must be signed in pen, and anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed in ink by the individual signing the bid. The City only accepts bids that are hand delivered or by mail, to the addresses in Section 2 of the bid documents. No fax or email copies will be considered and will be marked "Non-responsive".
- G. Questions and Responses: Questions regarding bids must be addressed to the Purchasing Department at purchasing@galvestontx.gov. The subject line must read "**Bid 19-013 Welding**". The question deadline will be addressed in Appendix J-Scope of Services. Responses will be answered after the question deadline in the form of an Addendum. No responses will be given to questions submitted after the deadline. Questions submitted outside of the Purchasing Department will not be answered and any communication with a User Department prior to award by City Council will disqualify a vendor from being considered for award.

- H. Pre-Bid Conferences: The date and time of a pre-bid conference, if necessary, will be found in Appendix J-Scope of Services.
- I. Validity Period: Once the submittal deadline has passed, any Bid Document shall constitute an irrevocable bid to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Bid Document. Such bid shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

7. **Bid Evaluation and Contract Award**

- A. Bid Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed Bids, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. Bid Documents will be opened publicly. The City will evaluate Bids using the best value method. During the evaluation process the City may initiate discussions with vendors. Discussions may not be initiated by offerors. **These discussions will be limited to issues and topics brought forth by the City. Any attempt by proposer or vendor at deviating from the issues and topics to discuss other issues and topics concerning the Bid brought forth by the City of Galveston shall be grounds for disqualification.** Vendors shall not contact any City of Galveston personnel during the Bid process without the express permission from the City's Purchasing Supervisor.
- B. All correspondence relating to this bid, from advertisement to award, shall be sent to the City of Galveston's Purchasing Department. All presentations and/or meetings between the City of Galveston and the vendor relating to this bid shall be coordinated by the City of Galveston Purchasing Department. A variety of factors may be used in the evaluation of the submitted Bids for this project. The anticipated evaluation factors and emphasis placed on each factor may be identified in the Scope of Services. City reserves the right to determine which Bid provides the City with the best value and which will be in the City's best interest. The City Council shall be sole judge in determining award. Per Texas Local Government Code § 252.043(b):
 - i. the purchase price;
 - ii. the reputation of the bidder's goods or services;
 - iii. the quality of the bidder's goods or services;
 - iv. the extent to which the goods or services meet the municipality's needs;
 - v. the bidder's past relationship with the municipality;
 - vi. the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses (HUB) and non-profit organizations employing persons with disabilities;
 - vii. the total long-term cost to the municipality to acquire the bidder's goods or services; and
 - viii. any relevant criteria specifically listed in the Invitation to Bid or proposals.
- C. Completeness: If the Bid Document is incomplete or otherwise fails to conform to the requirements of the ITB, the City alone will determine whether the variance is so significant as to render the Bid non-responsive.
- D. Ambiguity: Any ambiguity in the Bid Document as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all

conditions shall be construed in the favor of the City. In the event of a conflict between these standard ITB requirements and details provided in Appendix J – Scope of Services or Appendix A – Bid, the Appendices shall prevail.

- E. Unit Prices and Extensions: If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Bidder will be bound thereby.
- F. Additional Information: City may request any other information necessary to determine Bidder's ability to meet the minimum standards required by this ITB.
- G. Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Bidders based on the unit prices proposed in response to this request, or to reject any and all Bids and re-solicit for Bids, as deemed to be in the best interest of City.
- H. No Commitment: The Invitation to Bid does not commit the City of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a (bid/proposal) to this request, or to procure or contract for services or supplies.
- I. Protest Procedures: Any actual or prospective bidder/proposer who is allegedly involved with the solicitation or award of bid/proposal may submit a protest to the decision. The protest must be submitted in writing to the City of Galveston's Purchasing Supervisor within three working days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Supervisor will promptly issue a decision in writing to the protesting party.
 - i. All protest lodged by potential or actual bidders, contractors or proposers must be made in writing and contain the following information.
 - a. Name, address and telephone number of the protestor.
 - b. Identification of the solicitation or contract number and time.
 - c. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
 - d. Identification of the issue (s) to be resolved and statement of what relief is requested.
 - e. Arguments and authorities in support of the protest.
 - f. A statement that copies of the protest have been mailed or delivered to all interested parties in the invitation to bid or request for proposals process. In the case of request for proposals, the City of Galveston Purchasing Supervisor shall ask the protester to mail or deliver the protest to relevant parties.
 - ii. The City of Galveston's City Manager has the authority to render the final determination regarding the protest. Any determination rendered by the City of Galveston's City Manager will be final.
- J. Single Bid Response: If only one proposal or bid is received in response to the Request for Proposals/Bids, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.
- K. Re-Appropriation of Budget Items: The City may reduce the funds allocated and the services required under this Agreement at its discretion. The City shall notify Contractor in writing of this reduction. Contractor shall not perform any services subtracted from

this Agreement. The de-obligation of funds does not require any formal amendment of this Agreement but shall be evidenced by a revised budget approved by City Council.

- L. Appropriation of Funds: The City of Galveston has established an appropriation (allocation) of funds for this project, if in the event that appropriated (allocated) funds are exhausted, the contractor's only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.
- M. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Galveston for cause:
 - i) The successful bidder fails to perform in accordance with the provisions of these specifications; or
 - ii) The successful bidder violates any of the provisions of these specifications; or
 - iii) The successful bidder disregards laws or regulations of any public body having jurisdiction; or
 - iv) The successful bidder transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.
 - v) If one or more of the events identified in Subparagraphs M i) through iv) occurs, the City of Galveston may, terminate the contract by giving the successful bidder seven (7) days written notice of such termination. In such case, the successful bidder shall only be entitled to receive payment for goods and services provided before the effective date of termination. In the event this clause is exercised, the amount of such payment shall constitute the basis for settlement. The successful bidder shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
 - vi) When the contract has been so terminated by the City of Galveston, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.
- N. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed prior to termination; to the extent said services are satisfactory. In the event this clause is exercised, the amount of such payment shall constitute the basis for settlement.

8. Pursuant to Sec. 2-341 of the City Code – Declaration of Policy

- A. It is the policy of the City of Galveston to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all City of Galveston contracts. The purpose and objectives of this article are to:
 - i. Increase the capacity of local M/WBE's to provide products and services.
 - ii. Increase the opportunities for local M/WBE's to expand their business with the city and other public and private sector business entities.
- B. Provided, however, nothing herein shall require the city to award contracts for services or

procurements to a M/WBE which is not also the lowest responsive and responsible bidder and otherwise qualified unless the city may otherwise lawfully award the contract to someone other than the lowest responsive, responsible bidder.

- C. Additionally The City of Galveston has a Disadvantaged Business Enterprise, (DBE) program mandated by the US Department of Transportation, which is part of its M/WBE program.

Appendix A – Bid Document

Submittal Checklist: (To determine validity of bid)

____ Appendix A (pages 10 through 19) must be included in the bid submittal.

____ Appendix B – G (pages 20 through 26) all forms must be complete and included in the bid submittal.

By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices, and agreeing to their terms:

☐ Appendix B – Conflict of Interest

☐ Appendix E – Nepotism Statement

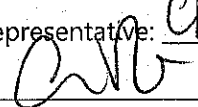
☐ Appendix C – House Bill 89 Verification

☐ Appendix F – Non-Collusion Statement

☐ Appendix D – Property Tax Statement

☐ Appendix G – Certification Regarding
Debarment

____ Appendix J (pages 30 through 45) must be included in the bid submittal.

All bids submitted to the City of Galveston shall include this page with the submitted Bid.			
ITB Number:	19-013		
Project Title:	Welding Services		
Submittal Deadline:	Thursday, August 29, 2019 @ 10:00 a.m. CST		
Submit in person: City of Galveston Purchasing Division, 823 Rosenberg St., Room 306, Galveston, Texas 77550 or by mail: City of Galveston Purchasing Division, PO Box 779, Galveston, Texas 77553			
Bidder Information:			
Bidder's Legal Name:	Broome Welding & Machine Co.		
Address:	17905 Bayside Ave		
City, State & Zip	Galveston, TX 77554		
Federal Employers Identification Number #	74-1917715		
Phone Number:	409 744-0407	Fax Number:	(409) 744-0461
E-Mail Address:	Email@broomewelding.com		
Bidder Authorization			
I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into a contract on behalf of the Bidder.			
Printed Name and Position of Authorized Representative: Chris Rupert, Vice President			
Signature of Authorized Representative: 			
Signed this 29 (day) of August (month), 2019 (year)			

Appendix A – Bid Document (continued)

I. ***REQUIRED BID INFORMATION. IN ORDER FOR A BID TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, BIDDER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION***

1. **Proposed Products and/or Services**

- A. Product or Service Description: Bidders should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix J. Promotional literature, brochures, or other technical information may be used.
- B. Additional Hardware Descriptions: Bidders should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.
- C. Material Safety Data Sheets (MSDS): If applicable, the successful Bidder shall provide the City with applicable MSDS documentation as required by applicable laws and regulations.
- D. Guarantees and Warranties: Each Bidder shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Bidder with the Bid submitted.
- E. Project Schedule/Delivery Date: Bidder must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the ITB. The Bid Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.
- F. Certain Construction and Installation Projects: Texas Government Code 2252 – Subchapter F – Section 2252.201, 2252.202, and 2252.203. A contract between the vendor and the City of Galveston must comply with the statutes above regarding the purchase of iron or steel products. Any iron or steel product produced through a manufacturing process and used in a project shall be produced in the United States. By signing Appendix A, vendor attests that the material provided is manufactured in the United States. A contract found non-compliant is subject to immediate termination by the City of Galveston.

2. **Cost of Proposed Products and/or Services**

- A. Pricing: Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Schedule of Pricing: Bidder shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format:

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
			\$	\$
			\$	\$
			\$	\$
		TOTAL ALL LINE ITEMS	\$	\$

3. Bidder's Experience / Staff

- A. Project Team: Identify all members of the Bidder's team (including both team members and management) who will be providing any services proposed and include information which details their experience.
- B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.
- C. Business Establishment: State the number of years the Bidder's business has been established and operating. If Bidder's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years' experience the business has: 43; and the number of employees: 33.

- D. Project Related Experience: All Bids must include detailed information that details the Bidder's experience and expertise in providing the requested services that demonstrates the Bidder's ability to logically plan and complete the requested project.

4. References

Bidder shall provide three (3) references where Bidder has performed similar to or the same types of services as described herein. Bidder shall provide references not affiliated with the City of Galveston, or any of its employees.

Reference #1:

Client / Company Name: <u>Moody Gardens</u>	
Contact Name: <u>John Zandt</u>	Contact Title: <u>President</u>
Phone: <u>800-582-4673</u>	Email:
Date and Scope of Services Provided: <u>Misc Welding + Fabrication</u>	

Reference #2:

Client / Company Name: <u>Moody Gardens</u>	
Contact Name: <u>John Sinegal</u>	Contact Title: <u>Maintenance Superv.</u>
Phone: <u>800-582-4673</u>	Email:
Date and Scope of Services Provided: <u>Misc Welding + Fabrication</u>	

Reference #3:

Client / Company Name: <u>Houston Pilots / Galveston TX Pilots</u>	
Contact Name:	Contact Title:
Phone: <u>(409) 762-2011</u>	Email:
Date and Scope of Services Provided: <u>Misc Welding</u>	

5. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This bid ___ (does) ___ (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

6. Federal, State and/or Local Identification Information

- A. Centralized Master Bidders List registration number: _____.
- B. Prime contractor HUB / MWBE registration number: _____.
- C. An individual Bidder acting as a sole proprietor must also enter the Bidder's Social Security Number: # _____-_____-_____.
- D. Dun and Bradstreet Number - Data Universal Numbering System (DUNS):
08-267-9481.
- E. All vendors contracting with the City of Galveston may be required to register, or have an active registration with the System for Award Management (SAM.gov). Registration is free. The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds. Registration must be completed prior to contract award by City Council. Registering online is accomplished on the SAM website here: <https://www.sam.gov/portal/SAM/##11#1>.

7. Cooperative Governmental Purchasing Notice

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this ITB from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

☐ **Yes, Others can purchase purchase.**

☒ **No, Only the City can**

8. Term of Contract and Option to Extend: Any contract resulting from this ITB shall be effective for three (3) years upon execution by the City of Galveston. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

- A. Option Clause: It is agreed that City will have the option to extend the contract for up to two (2) additional years, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.
- B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

Vendors shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the City. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.

- C. Price Increases Upon Extension: If approved by the City, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the City. The maximum increase allowed under this provision shall be four percent (4%) per year. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor's rates. City cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation. The escalation time frame will be determined by the City's Fiscal Year which begins in October and ends the following September. (example: FY 2017 October 1, 2016 – September 30, 2017)

FIRST ADDITIONAL YEAR (FY 2023) ESCALATION ____%

SECOND ADDITIONAL YEAR (FY 2024) ESCALATION..... ____%

9. Emergency Business Services Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **purchasing@galvestontx.gov**.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Galveston procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: Brome Welding + Machine Co. Inc

Contract #: _____

Description: Welding Serv.

Primary Contact (Name): Chris Rupert

Primary Contact Phone Numbers: Home: _____ Cell: (409) 682-9212

Secondary Contact (Name): Rogers Ruiz

Secondary Contact Phone Numbers: Home: _____ Cell: (682) - 556-4231

After Hours emergency opening fee, if applicable: \$ 400⁰⁰

II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE BIDDER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED BID, ANY CONTRACT RESULTING FROM THIS ITB WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH BIDDER HEREBY ACKNOWLEDGES, AND TO WHICH BIDDER AGREES BY SUBMITTING A BID.

1. Delivery of Products and/or Services

- A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: accountspayable@galvestontx.gov. See Appendix I for ACH Payment Information, if you elect to receive your payments according to Appendix I, fill out the form and return with your documents.
- B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Bid, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. Late Delivery or Performance: If Bidder fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Bidder, who agrees to pay such costs within ten days of invoice.

- D. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Bidder. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Bidder at no additional cost to the City.
- E. Excess or Incorrect Commodities: Products or materials delivered in error or in excess of the quantity ordered shall be returned at the successful Bidder's expense, unless otherwise agreed to in writing by the City.
- F. Title to Goods and Risk of Loss: For goods to be provided by Bidders hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.
- G. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.
- H. Liquidated Damages: The parties agree that, if the Project is not completed within the time specified plus any extensions of time allowed pursuant thereto, the actual damages sustained by the Owner because of any such delay will be uncertain and difficult of ascertainment, and that the reasonable foreseeable value of the use of said project by the Owner would be the sum of \$250.00 per calendar day. The Contractor therefore agrees to pay, and the Owner agrees to accept, as liquidated damages and not as a penalty, the sum of \$250.00 per calendar pay for each day's delay in fully completing said project beyond the time specified in the Contract and any extensions of such time allowed there under.
- I. Change Orders: per Texas Local Government Code
Sec. 252.048. CHANGE ORDERS. (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.
- (b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.
- (c) If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.
- (c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of \$100,000 or less, or a lesser

amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.

(d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

2. Miscellaneous

- A. Independent Contractor: Bidder agrees that Bidder and Bidder's employees and agents have no employer-employee relationship with City. Bidder agrees that if Bidder is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- B. Assignments: The rights and duties awarded the successful Bidder shall not be assigned to another without the written consent of the Purchasing Supervisor. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Liens: Bidder shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Bidder or Bidder's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. Gratuities / Bribes: Bidder certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative, to any City officer, employee or elected representative, with respect to this ITB or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract.
- E. Financial Participation: Bidder certifies that it has not received compensation from the City to participate in preparing the specifications or ITB on which the Bid is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Bidder certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Authority to Submit Bid and Enter Contract: The person signing on behalf of Bidder certifies that the signer has authority to submit the Bid on behalf of the Bidder and to bind the Bidder to any resulting contract.
- H. Authority to Enter Contract – City: The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include "approved as to form" and be signed by the City Attorney before the City Manager will execute the contract. Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to

review by the City's Legal Department prior to being signed by the City Manager, (City's authorized representative).

- I. Compliance with Applicable Law: Bidder agrees that the contract will be subject to, and Bidder will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.
- J. Non-Discrimination: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin. (3) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

3. Financial Responsibility Provisions

- A. Insurance: The Bidder, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Services, Appendix J) as City may require, naming the City of Galveston as the additional insured:
 - i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
 - ii. Commercial General Liability insurance for at least One Million Dollars (\$1,000,000) on a per occurrence basis, with a Two Million (\$2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;
 - iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;
 - iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Services.
Insurance coverage shall be on an "occurrence basis"

- B. **Indemnification:** In Accordance with State Law, the contractor agrees to indemnify, save, and hold harmless the City of Galveston, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgements, or liabilities, for personal injury, death, or property damage resulting from the acts or omissions of anyone under the contractor's supervision or control.

In the event of any cause of action or claim asserted by a party to this agreement or any third party, the City will provide the contractor with timely notice of such claim, dispute or notice. Thereafter, the contractor shall at its own expense, faithfully and completely defend and protect the City against any and all liabilities arising from this claim, cause of action, or notice.

- i. **Indemnity for Intellectual Property:** Bidder hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.
- C. **Bond Requirements:** If applicable, per the Scope of Work, prior to the commencement of work on this Project, Bidder shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, unless otherwise stated below:
- i. Bid bonds are required for bids over \$25,000.00 in the amount of 5% of the total bid amount. This must be issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, or a Cashier's Check.
 - ii. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;
 - iii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and
 - iv. A maintenance bond insuring full and prompt maintenance, repair and/or replacement of the goods to be provided by Bidder for a period of two years from date of acceptance by the City.

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer's family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4A and 4B development corporations;
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Galveston who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer's family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a "Conflict of Interest Questionnaire" (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding "employment or business relationships" with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. ***The Finance Department is required by law to post the statements on the City's website.***

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE
USE
ONLY**Date
Received**1. Name of person who has a business relationship with local governmental entity.****2. ☐ Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship._____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
☐ Yes ☐ No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
☐ Yes ☐ No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
☐ Yes ☐ No
- D. Describe each employment or business relationship with the local government officer named in this section.

4._____
Signature of person doing business with the governmental entity_____
Date

Adopted 06-29-2007

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix C - House Bill 89 Verification

Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.
3. Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

I, Chris Rupert (Person name), the undersigned representative of (Company or Business Name) Broome Welding+Machine Co. (hereinafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

- a. Does not boycott Israel currently; and
- b. Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Galveston, Texas.



DATE

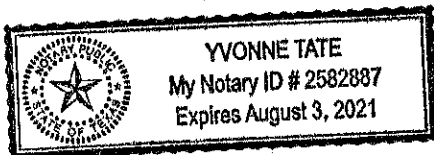
SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF Texas §
COUNTY OF Galveston §

On this day, BEFORE ME, the undersigned, personally appeared Chris Rupert, the Vice President of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29 day of August, 2019.

[SEAL]



Yvonne Tate
NOTARY PUBLIC in and for the
State of Texas

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

Appendix D – Property Tax Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
“NON-RESPONSIVE.”**

The City of Galveston, Texas has adopted the following policy:

The City of Galveston will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

☒ I do not owe the City property taxes that are delinquent.

☐ I owe City property taxes that are delinquent on property located at

Chris Rupert

Bidder's Printed or Typed Name



Bidder's Signature

8/29/19

Date

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix E – Nepotism Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
"NON-RESPONSIVE."**

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Bidder or Proposer is an individual:

☒ I am not related by blood or marriage to any official or employee of the
City of Galveston

☐ I am related by blood or marriage to the following official(s) or employee(s)
of the City of Galveston

Name and title of City Official

Or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

☒ The officers of the company submitting this bid or proposal are not related by
blood or marriage to any official or employee of the City of Galveston.

☐ The officers of the company submitting this bid are related by blood or marriage to the
following official(s) or employee(s) of the City of Galveston.

Name and title of officer: Chris Rupert

Employee and title of City Official or Employee: _____

Relationship: _____

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix F – Non-Collusion Statement

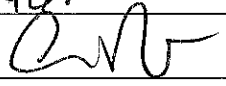
THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID IN COLLUSION WITH ANY OTHER BIDDER, AND THAT THE CONTENTS OF THIS BID AS TO PRICES, TERMS OR CONDITIONS OF SAID BID HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID.

VENDOR Broome Welding + Machine Co. / City of Galveston

ADDRESS 7909 Bayside Ave Galveston, TX 77554

PHONE (409) 744-0407

FAX (409) 744-0461

BIDDER (SIGNATURE) 

BIDDER (PRINTED NAME) Chris Reupert

POSITION WITH COMPANY Vice President

SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THIS BID Chris Reupert

COMPANY OFFICIAL
(PRINTED NAME) Broome Welding + Machine Co

OFFICIAL POSITION Vice President

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

Appendix G – Document 00435
The City of Galveston, Texas

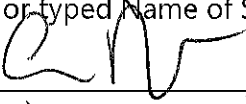
**DOCUMENT 00435, REQUIRED BY ALL BIDDERS WHO WILL RECEIVE FEDERAL FUNDS IN
PAYMENT OF PROCUREMENT.**

**BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION (49 CFR PART 29)**

The undersigned certifies, by submission of this Bid or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

Chris Rupert
(Printed or typed Name of Signatory)


(Signature)

8/29/19
(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix H – No Intent to Submit Form

If your firm has chosen not to submit a bid for this procurement, please complete this form and submit to:

City of Galveston
Purchasing Division
PO Box 779
Galveston, Texas 77553

City of Galveston
Purchasing Division
823 Rosenberg St. Room 306
Galveston, Texas 77550

Please check all items that apply:

- | | |
|---|---|
| ☐ Do not sell the item(s) required | ☐ Cannot provide Insurance required |
| ☐ Cannot be competitive | ☐ Cannot provide Bonding required |
| ☐ Cannot meet specifications highlighted in the attached request | ☐ Cannot comply with Indemnification requirement |
| ☐ Job too large | ☐ Job too small |
| ☐ Do not wish to do business with the City of Galveston | ☐ Other: _____ |
| ☐ Cannot submit electronically | |

COMPANY NAME (Please print): _____

Authorized Officer Name (Please print): _____

Telephone: (____) _____

Fax: (____) _____

You may also email this form to: purchasing@galvestontx.gov.

Appendix I – ACH Form



The City of Galveston would like to thank you for the services you and your company have provided for us in the past, present, and in the future. For those services provided you have more than likely received payments via a paper check in the mail. As we all know, that process is slow, inefficient, and costly for us and for you as the recipient.

Mail can be delayed, lost, or even stolen causing payments to be late and we may then face penalties and late fees. The City of Galveston would like to streamline our payment process with electronic payments. These payments will be transferred electronically from our financial institute to your financial institute. The process will get your payments to you in a quicker, more reliable, and more efficient manner.

If you would like to sign up to start receiving all of your payments via ACH / Wire Transfers, please fill out the authorization forms and return to the City of Galveston Finance Department.

Please email to:

accountspayable@galvestontx.gov

Or mail to:

City of Galveston
Finance Department
P.O. Box 779
Galveston, TX 77553

If you have any questions or concerns, please do not hesitate to call Accounts Payable at 409.797.3569. Please put the Purchase Order Number on your invoices to ensure prompt payment. Again, we appreciate you and the services your business provide for the City of Galveston.

Sincerely,

Michael W. Loftin
Assistant City Manager – Finance



City of Galveston

ACH Payment Agreement Form

Authorization Agreement

I hereby authorize the City of Galveston to initiate ACH deposits to my account at the financial institution named below.

Further, I agree not to hold the City of Galveston responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution, or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until the City of Galveston receives a written notice of cancellation from me or my financial institution, or until I submit a new ACH Payment Agreement Form to the City of Galveston Finance Department.

Account Information

Name of Financial Institution:

Morley National Bank

Financial Institute Address:

Routing Number:

113100091

Account Number:

004 315 8

SWIFT Code: (if applicable)

Executed agreement must include a confirmation of the banking information from an Authorized Bank Official on bank letterhead with the Authorized Bank Official's business card.

Signature

Company Name:

Bronze Welding + Machine Co.

Authorized Signature:

[Signature]

Printed Name:

Chris Ruper

Title:

Vice President

Contact Phone Number:

(409) 682-9212

Date:

8/29/19

FOR CITY USE ONLY:

Verified by: _____ Date Verified: _____

Appendix J – Scope of Services

1. Project Title: Bid 19-013 Welding Services.

2. Scope of Services Contact

Questions about the technical nature of the Scope of Services will be directed to the **Purchasing Department**, Phone. 409.797.3579, e-mail: purchasing@galvestontx.gov.

3. Special Conditions

The following are required Federal Clauses that shall be returned with the Bid and are part of the contract documents herein.

**CITY OF GALVESTON BID # 19-013
SPECIAL PROVISIONS FOR PROCUREMENT
FEDERAL REQUIREMENTS**

CONTENTS

1. No Government Obligation to Third Parties
2. Program Fraud and False or Fraudulent Statements and Related Acts
3. Access to Records and Reports
4. Equal Employment Opportunity
5. Government-wide Debarment and Suspension (Nonprocurement)
6. Contract Work Hours and Safety Standards Act
7. Lobbying
8. Clean Air
9. Clean Water
10. Procurement of Recycled Materials
11. Department of Homeland Security Logo, Seal, and Flags
12. Compliance with Federal Law, Regulations, and Executive Orders

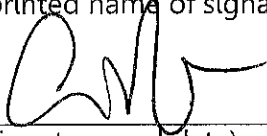
1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Chris Rupert

(printed name of signatory)



(signature and date)

8/30/19

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
31 U.S.C. 3801 et seq.

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., "Administrative Remedies for False Claims and Statements," apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

Chris Rupert

(printed name of signatory)

CR

(signature and date)

8/30/19

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3. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

Chris Rupert

(printed name of signatory)



(signature and date)

8/30/19

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4. EQUAL EMPLOYMENT OPPORTUNITY

29 CFR Part 1630, 41 CFR Parts 60 et seq.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Chris Rupert

(printed name of signatory)

QV 8/30/19

(signature and date)

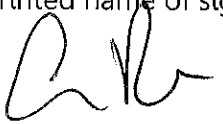
**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

5. GOVERNMENT-WIDE SUSPENSION AND DEBARMENT

By signing and submitting its bid or proposal, the bidder or proposer agrees to comply with the following:

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Chris Rupert
(printed name of signatory)

 8/30/19
(signature and date)

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6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

29 CFR § 5.5(b)

- (1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) **Withholding for unpaid wages and liquidated damages** - The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) **Subcontracts** - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Chris Rupert

(printed name of signatory)

 8/30/19

(signature and date)

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7. LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall 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 U.S.C. § 1352. Each tier shall 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 recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

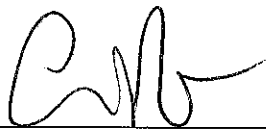
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Broome Welding Co., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq* apply to this certification and disclosure, if any.

Executed this 29 day of August, 2019

By 
Signature of Bidder/Contractor /Subcontractor's Authorized Official

Broome Welding Machine Co. Inc.
Printed Name of Bidder/Contractor /Subcontractor's Authorized Official

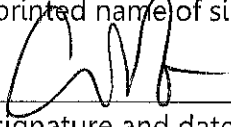
Vice President
Title of Authorized Official

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8. CLEAN AIR
42 U.S.C. § 7401 et seq.

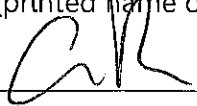
Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Chris Rupert
(printed name of signatory)
 8/30/19
(signature and date)

9. CLEAN WATER REQUIREMENTS
33 U.S.C. 1251 et seq.

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Chris Rupert
(printed name of signatory)
 8/30/19
(signature and date)

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**10. PROCUREMENT OF
RECOVERED MATERIALS
42 U.S.C. 6962**

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Chris Rupert

(printed name of signatory)

CRV

8/30/19

(signature and date)

11. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

Chris Rupert

(printed name of signatory)

CRV

8/30/19

(signature and date)

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12. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Chris Roper

(printed name of signatory)

CWR 8/30/19

(signature and date)

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4. Bid Evaluation Factors –

Factor
Price
Vendor Past Performance
Location of the Vendor
Meets Specifications

5. Brand Manufacture Reference

The City has determined that any manufacturer's brand defined in the Scope of Services meets the City's product and support need. The manufacturer's reference is not intended to be restrictive, and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Bid is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

6. Key Events Schedule

Bid Release Date	August 5, 2019
Deadline for Submittal of Written Questions	August 19, 2019 @ 2:00 p.m. CST
Sealed Bids Due to and Opened by City	August 29, 2019 @ 10:00 a.m. CST
Anticipated Committee Evaluation Review Date	August 2019
Anticipated Award Date	September 2019

7. Scope of Services

General Information:

It is the intent of the City of Galveston to solicit offers for Welding and Fabrication Services. The City reserves the right to order such quantities of welding and fabrication services as it requires, and the City also reserves the right not to order any services.

Specifications:

Offeror must be a full service Welding/Fabrication operation capable of a variety services, including but not limited to, straightening, rolling, cutting, fabricating, rebuilding, mig, and tig welding. Vendor must have demonstrated ability to perform these services; demonstrated ability include, but are not limited to references, past performance with the City of Galveston, and qualifications such as certificates and number of years in business.

Some services include welding burglar bars in window frames, building headache racks on crew trucks, and other miscellaneous welding repairs to equipment, pumps, backhoes, and bucket trucks, etc. The list is not inclusive, but a guideline.

Vendor should provide, in the invoice, a detailed list of services performed and include any unit numbers, location of service, and any other pertinent information to the repair, build, or fabrication.

Vendor must provide a minimum thirty (30) day warranty on all work/services performed for the City. Any work that is deemed inferior or unacceptable by the City, or its representatives, shall be corrected at no additional cost to the City of Galveston.

Delivery of services shall be required at no additional cost to the City of Galveston to the desired locations. The contractor shall be required to have in stock a sufficient supply of resources in order to satisfy the needs of the City. If unavailable from stock, it shall be the contractor's responsibility to obtain the same welding services from some other source. In the event the contractor fails to secure the required welding services within forty-eight (48) hours, the City shall have the option to obtain the required welding services from an independent source or alternate awarded vendor.

Price Form

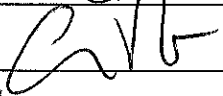
Minimum Specification Hourly Rates

Description	Weekday	Weekend	Holiday
JOURNEYMAN			
APPRENTICE			
HELPER			
WELDING MACHINE HOURLY RATE			
RESPONSE TIME			

We the undersigned hereby offer the above products in strict accordance to the specifications and in accordance with the general conditions of bidding. This offer is not subject to withdrawal after a contract has been awarded by City Council

Company: Brame Welding + Machine Co. Inc.

Address: 7909 Buyside Ave. Groesport TX 77524

Authorized Representative Signature: 

Printed Name: Chris Rupert

BROOME WELDING & MACHINE CO.

7909 BAYSIDE AVE.
GALVESTON, TEXAS 77554
PHONE: (409) 744-0407
FAX: (409) 744-0461

HOURLY RATE SCHEDULE

Labor rates for shop and field work - except marine*:

	<u>S/T</u>	<u>O/T</u>	<u>D/T</u>
PLASMA CUTTING:	\$140.00	\$210.00	\$280.00
PROJECT MANAGER:	\$95.00	\$142.50	\$190.00
FIELD FOREMAN:	\$95.00	\$142.50	\$190.00
SHOP FOREMAN:	\$95.00	\$142.50	\$190.00
DRAFTING/DESIGN:	\$95.00	\$142.50	\$190.00
WELDER:	\$85.00	\$127.50	\$170.00
HELPER:	\$70.00	\$105.00	\$140.00

*Marine Rate increases \$5.00/hour for each craft.

The following surcharge will be added to the total labor cost to cover tooling and supplies:

STEEL WELDING:	8%
EXOTICS: (STAINLESS, ALUM, BRASS)	12%

Welding machines used in the field will be charged as follows:

STEEL WELDING:	\$128.00 PER DAY
EXOTICS: (STAINLESS, ALUM, BRASS)	\$160.00 PER DAY

Other Charges:

DELIVERY CHARGE:	\$150.00 MINIMUM DELIVERY CHARGE
BREAK-IN CHARGE:	\$300.00 PER JOB
TRUCK FEE :	\$50.00 PER DAY

Regular working hours are 7:30 a.m. to 4:00 p.m. Monday thru Friday.

Minimum charge is \$200.00

Minimum lead time is 5 business days (see break-in charge above).

Minimum call out charge is 4-hours.

Overtime is charged at time and one half Monday through Saturday and double time on Sundays and Holidays (i.e., New Years Day, Fourth of July, Labor Day, Thursday & Friday for Thanksgiving and Christmas Day).

Drive time to and from the jobsite is charged directly to the customer.



CITY OF GALVESTON – BID # 19-13
ADDENDUM 1
WELDING SERVICES

Date: 8/21/2019
To: Prospective Bidders
Subject: Addendum No. 1
Questions & Answers

This addendum forms part of the bidding and contract documents and modifies the original bidding documents dated 8/5/2019. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT BIDDER TO DISQUALIFICATION.

Questions and Answers:

1. Is it on an on call/ as-needed basis? Yes
2. What is the time frame/length of the contract? 3 years plus a 2 annual renewals; see page 14 of the solicitation documents.
3. Is there an estimated number of jobs or hours of work that would be done on a monthly basis? No

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.

A handwritten signature in black ink, appearing to read "Chris Rupert".

Authorized Signature

A handwritten date "8/29/19" in black ink.

Date

A handwritten printed name "Chris Rupert" in black ink.

Printed Name

A handwritten company name "Broome Welding & Machine Co Inc." in black ink.

Company Name

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID

CONTRACT FOR SERVICES
WELDING SERVICES

This Contract (the "Contract") is made and entered into this _____ day of November, 2019, by and between the City of Galveston (the "City"), a Texas home-rule municipality, and **Island Machine Works, Inc.**, a Texas corporation, located at **4217 Avenue M, Galveston, TX, 77550**

WHEREAS, the City of Galveston desires to obtain welding services in connection with city within the City of Galveston ("City") and Island Machine Works, Inc. ("Company") desires to provide such services; and

WHEREAS, this Agreement between the Parties consist of the terms and conditions set forth herein, and that documents, attached and incorporated for all purposes; Exhibit A identified as the proposal from Company for the following services:

Welding Services

BID 19-013

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

- 1. SCOPE OF SERVICES:** Company will provide supplies and services (the "Work") to the City in connection with the Project, such Work more specifically described in Exhibit A, attached and fully incorporated for all intents and purposes.
- 2. STANDARD OF CARE:** The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
- 3. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.
- 4. CHANGES:** The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
- 5. TERM:** This Agreement shall be effective for three (3) years upon execution by the City of Galveston. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City.

It is agreed that City will have the option to extend the contract for up to two (2) additional years, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.

6. ACCESS TO INFORMATION: It is agreed that all information, data, reports and records and maps as are existing, available, and necessary for the carrying out of the work shall be furnished to Company by the City and its agencies. The City and its agencies will cooperate with Company in every way possible to facilitate the performance of the work described in the contract.

7. SCHEDULE AND DELIVERABLES: Company will perform the Work in accordance with the

schedules/timetables described in greater detail in the attached Exhibit A. All of Company's reports and data will be submitted to the City in electronic format, using Microsoft Word, Excel, Access, and/or other computer software applications, as specified in Exhibit A.

8. APPROPRIATIONS: The obligations of the City to make payment under this Contract are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.

9. FINAL COMPLETION AND ACCEPTANCE: Within thirty one (31) days after the Company has given the City's Representative written notice that the work has been completed, or substantially completed, the City's Representative and the City shall inspect the work. If

(a) the work is found completed or substantially completed in accordance with the contract documents, and

(b) the Company has provided the City's Representative a set of "as built" drawings, the City's Representative shall issue to the City and Company a certificate of completion. The work shall not be considered "completed" until such time as the certificate has been issued and no certificate shall be issued until the City has been given "as-built" drawings of the project by Company.

Substantial Compliance will be defined as the stage in the progress of the Work where the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work for its intended use.

10. ABANDONMENT BY COMPANY: In case the Company should abandon and fail or refuse to resume work within ten (10) days after written notification from the City or the City's Representative, or if the Company fails to comply with the orders of the City's Representative, when such orders are consistent with this contract, the City shall notify the Surety on the bond, in writing. The City shall direct the Surety to complete the work and a copy of said notice shall be delivered to the Company.

After receiving a copy of City's notice to the Surety, the Company shall not remove from the job site any machinery, equipment, tools, materials, or supplies, for use on the job, by the City, the Surety of the Company, or another Contractor, for completion of the work. The Company shall not receive any rental or credit for such use. Company agrees and understands that the use of such equipment and materials will ultimately reduce the cost to complete the work and shall be reflected in the final settlement.

In case the Surety should fail to commence compliance with City's notice for completion, within ten (10) days after receipt of such notice, the City may provide for completion of the work in either of the following manners:

- (a) The City may employ such force of workers, use of machinery, equipment, tools, materials and supplies as City may deem necessary to complete the work. City may charge the expense of such labor, machinery, equipment, tools, materials and supplies to Company, and the expense so charged shall be deducted and paid by the City out of monies as may be due, or that may become due to the Company under and by virtue of this agreement. If such expense is less than the sum which would have been payable to Company under this contract, if the same had been completed by the Company, then City shall pay the difference to the Company. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by the Company, then the Company

- or the Company's Surety shall pay the amount of such excess to the City; or
- (b) The City, under sealed bids, after notice published as required by law, at least twice in a newspaper having a general circulation in the County of location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case of any increase in cost to the City under the new contract, as compared to what would have been the cost under this contract, such increase shall be charged to the Company and the Surety shall be and remain bound therefore. However, should the cost to complete any such new contract prove to be less than that which would have been the cost to complete the work under this contract, the Company and Company's Surety shall be credited with the difference between the new contract and this contract.

When the work has been completed or substantially completed, the Company and Surety shall be so notified and a certificate of completion issued, as provided in paragraph 10.

A complete itemized statement of the contract accounts, certified to by the City's Representative as being correct shall be prepared and delivered to Company and Company's Surety. Upon delivery to the Company or Company's Surety, the Company or Surety shall pay the balance due, if any, as reflected by the statement, within thirty (30) days after the date of certificates of completion. Company and Surety shall be held jointly and severally liable for any balance due.

In the event the statement of accounts shows that the cost to complete the work is less than the cost to the City had the work been completed by the Company under the terms of this contract, or when the Company and Surety shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be released to the Company and/or its Surety. Should the cost to complete the work exceed the contract price, and amount due the City within the time designated, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, City shall mail notice of amounts due, together with an itemized list of such equipment and materials to the Company and its Surety. After mailing such notice, such property shall be held at the risk of the Company and its Surety, subject only to the duty of the City to exercise ordinary care to protect such property.

After fifteen (15) days from the date of receipt of notice, the City may sell all machinery, equipment, tools, materials or supplies and apply the proceeds, less costs and expense of the sale to the credit of the Company and its Surety. Such sale may be made at either public or private sale, with or without notice, as the City may elect. The City shall release any machinery, equipment, tools, materials or supplies which remain on the job site that belong to persons other than the Company or its Surety, to their lawful owners.

11. ABANDONMENT BY CITY: If the City shall fail to comply with the terms of this contract and refuses to comply with such terms within thirty (30) days after the receipt of written notification of failure from the Company, the Company may suspend or wholly abandon the work, and may remove all of its machinery, tools and equipment and all other materials on the ground for which the Company used for the work.

The City's Representative shall make an estimate of the total amount earned by the Company, which estimate shall include the value of all work actually completed by said Company, at the prices stated in the attached proposal, the value of all partially completed work, at fair and equitable price, and the amount of all authorized Extra Work performed at the prices agreed upon or as provided for by the terms of this contract, and a reasonable sum to cover the cost of any provisions made by the Company to complete the work, and which cannot be utilized. The City's Representative shall then make a final statement of the balance due the Company by deducting from the above estimate all previous payments by the City and all other sums that may be retained by the City under the terms of this Agreement. City's Representative shall certify the final statement to the City who shall pay to the Company on or before thirty (30) days after the date of City's receipt of certification, the balance shown by the final statement. In no event shall City owe more than the amount authorized by City Council.

12. BONDS: Company shall be required to furnish a performance bond and payment bond, in accordance with Tex. Gov't. Code, section 2253.001, et seq., in the amount of 100% of the total contract price, in the event the contract price exceeds \$100,000.00 for a performance bond and \$50,000.00 for a payment bond. If the contract price does not exceed \$100,000.00 or \$50,000, respectively, and payment for work shall be made in one lump sum payment after completion and final acceptance of the work, the City shall not require the statutory bonds.

All bonds, if required, shall be submitted on forms supplied by the Company, and executed by an approved surety company authorized to do business in the State of Texas. It is further agreed that this contract shall not be in effect until such bonds are so furnished and accepted by the City.

13. COMPENSATION: The City shall compensate Company for the Work at as per Company's schedule more specifically described in Exhibit A. Company will furnish an invoice to the City detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at 4217 Avenue M, Galveston, TX, 77550. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

14. INSURANCE REQUIREMENTS: Company shall provide all required City of Galveston certificates of coverage and all renewals throughout the duration of the Project. For each policy except Workers' Compensation protection, Company shall name the City as an additional insured and shall provide that the policy require the insurance carrier to notify the City a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are listed below.

Required Insurance:

- a. Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:

\$2,000,000 general liability (includes products and personal, etc.)

\$1,000,000 fire damage

\$1,000,000 automobile damage

\$500,000 workers compensation employers' liability

Statutory limits for workers compensation

Insurance coverage shall be on an **"occurrence basis"**

15. **TERMINATION:** This Contract shall terminate automatically upon completion of the Work by Company. This Contract may be terminated prior to completion of the Work by either party upon 30 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, City shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination, and Company shall turn over to the City all documents, information, and Work produced to said date relating to the Project. Notwithstanding the above, Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Company or its subordinates and the City may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due the City from Company is determined.

16. **FORCE MAJEURE:** No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

17. **INDEMNIFICATION. FOR CONSIDERATION RECEIVED,** Company shall, to the extent allowable, indemnify, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of the city. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

18. **REPORTS AND INFORMATION:** Company, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

19. **INDEPENDENT CONTRACTORS:** The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship.

Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

20. SUBCONTRACTOR: The term "Subcontractor", includes only those having a direct contract with the Company for performance of work on the project contemplated by these documents. Company shall submit the names and addresses of all proposed subcontractors to the City. Subcontractors may be disqualified by City for the same reason that a Contractor may be disqualified. City shall have no responsibility to any Subcontractor employed by Company for performance of work on the project contemplated by these contract documents, but Subcontractors will look exclusively to Company for any payments due to the Subcontractor.

21. PERMITS: Company shall obtain all necessary permits for completing the project at no costs to the City. All permits shall be visibly posted on the project site. All permits associated with the project shall be sole responsibility of Company.

22. ADJACENT STRUCTURES: Adjacent structures damaged by Company's work on the project must be satisfactorily restored to the City and to the owner of the adjacent structure at Company's cost and at no expense to the City.

23. PROTECTION OF PERSONS AND PROPERTY: Company is responsible for providing protection of persons and property, including safe working conditions throughout the progress of the project.

24. SANITATION: Necessary sanitary conveniences for the use of laborers on the work site, properly screened from public observation, shall be provided, constructed and maintained by the Company in such manner and at such points as shall be approved by the City's Representative. Company shall strictly enforce use of sanitary conveniences. The Company shall at all times keep the premises free from accumulations of debris and at the completion of the work, shall remove all such debris and all tools, scaffolding and surplus materials and shall leave the worksite clean. The work shall be left in good order and condition. In case of dispute or should Company fail to clean the premises, City may remove the debris and charge the cost to the Company.

25. ASSIGNMENT: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

26. CONSTRUCTION: In the event that any provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, and the remaining provisions shall be affected thereby to the least extent possible.

27. NO WAIVER: The failure of any party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Contract.

28. ENTIRE AGREEMENT: This Contract incorporates all provisions of the attached proposal for Bid 19-013 Welding Services within the City of Galveston, Texas in Exhibit A constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract. The contractor, by signing this agreement, acknowledges the City of Galveston is entering into this contract in its governmental capacity, and not a proprietary capacity.

29. SEVERABILITY CLAUSE: The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions

should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

30. ATTORNEY'S FEES: In the event there is a dispute concerning this Contract, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

31. APPLICABLE LAW, VENUE, AND JURISDICTION: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.

32. COPYRIGHT: No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of Company.

33. CONFLICT OF INTEREST: A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C of the original request for proposal. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or other writing related to any potential agreement with the City. If no conflict exists the offeror must mark the form Not Applicable or NA and return with the contract packet.

34. PROPERTY TAX: The City of Galveston will not do business with any person or business that owes delinquent property taxes to the City. By execution of this Contract, the parties agree that they do not owe the City property taxes that are delinquent.

35. NEPOTISM STATEMENT: By signing this agreement, Contractor agrees that no principal of the company is related by blood or marriage to any official or employee of the City of Galveston.

36. NON-COLLUSION STATEMENT: The undersigned affirm that they are duly authorized to execute this contract, that this company, firm, partnership, or individual has not prepared this contract in collusion with any other proposer, and that the contents of this contract as to prices, terms or conditions of said contract have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

37. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION: The undersigned certifies, by acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Contractor agrees that by submitting this contract that Contractor will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Contractor or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

38. COMPLIANCE CLAUSES:

1. NO GOVERNMENTAL OBLIGATION TO THIRD PARTIES: The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party

(whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS: Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., "Administrative Remedies for False Claims and Statements," apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
3. ACCESS TO RECORDS AND REPORTS: The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."
4. EQUAL EMPLOYMENT OPPORTUNITY: The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations,

and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. The vendor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

5. GOVERNMENT-WIDE SUSPENSION AND DEBARMENT: This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:
 1. **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than

one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. **Withholding for unpaid wages and liquidated damages** – The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. **Subcontracts** - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

7. LOBBYING:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall 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 U.S.C. § 1352. Each tier shall 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 recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
8. urn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
9. PROCUREMENT OF RECOVERED MATERIALS 42 U.S.C 6962:
 - (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

10. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS: By signing this contract, the contractor agrees it shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

11. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS: This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

39. NOTICES: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Suite 203
P. O. Box 779
Galveston, Texas 77553

Company Name & Address
Island Machine Works, Inc.
4217 Avenue M,
Galveston, Texas 77550

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

ISLAND MACHINE WORKS, INC.

By: _____
Brian Maxwell, City Manager

By: _____
Alex Lara, President

ATTEST:

Janelle Williams, City Secretary

APPROVED AS TO FORM

City Attorney

BY EXECUTION OF THIS AGREEMENT, Company ACKNOWLEDGES RECEIPT OF
A COPY OF THIS CONTRACT.

THE STATE OF TEXAS §
 §
_____ COUNTY §

On this day, BEFORE ME, the undersigned, personally appeared _____ **Island Machine Works, Inc.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her capacity, and that by his or her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2019.

Notary Public in and for
The State of Texas

Appendix A – Bid Document

Submittal Checklist: (To determine validity of bid)

✓ Appendix A (pages 10 through 19) must be included in the bid submittal.

✓ Appendix B – G (pages 20 through 26) all forms must be complete and included in the bid submittal.

By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices, and agreeing to their terms:

☒ Appendix B – Conflict of Interest

☒ Appendix E – Nepotism Statement

☒ Appendix C – House Bill 89 Verification

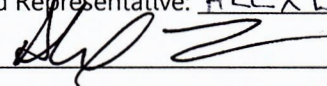
☒ Appendix F – Non-Collusion Statement

☒ Appendix D – Property Tax Statement

☒ Appendix G – Certification Regarding
Debarment

✓ Appendix J (pages 30 through 45) must be included in the bid submittal.

All bids submitted to the City of Galveston shall include this page with the submitted Bid.

ITB Number:	19-013		
Project Title:	Welding Services		
Submittal Deadline:	Thursday, August 29, 2019 @ 10:00 a.m. CST		
Submit in person: City of Galveston Purchasing Division, 823 Rosenberg St., Room 306, Galveston, Texas 77550 or by mail: City of Galveston Purchasing Division, PO Box 779, Galveston, Texas 77553			
<u>Bidder Information:</u>			
Bidder's Legal Name:	ISLAND MACHINE WORKS, INC.		
Address:	4217 AVENUE M		
City, State & Zip	GALVESTON, TX 77550		
Federal Employers Identification Number #	90-0987498		
Phone Number:	409-763-1986	Fax Number:	409-763-3138
E-Mail Address:	imw4217@att.net		
<u>Bidder Authorization</u>			
I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into a contract on behalf of the Bidder.			
Printed Name and Position of Authorized Representative: <u>ALEX LARA, PRESIDENT</u>			
Signature of Authorized Representative: 			
Signed this <u>23RD</u> (day) of <u>AUGUST</u> (month), <u>2019</u> (year)			

Appendix A – Bid Document (continued)

I. ***REQUIRED BID INFORMATION. IN ORDER FOR A BID TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, BIDDER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION***

1. **Proposed Products and/or Services**

- A. Product or Service Description: Bidders should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix J. Promotional literature, brochures, or other technical information may be used.
- B. Additional Hardware Descriptions: Bidders should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.
- C. Material Safety Data Sheets (MSDS): If applicable, the successful Bidder shall provide the City with applicable MSDS documentation as required by applicable laws and regulations.
- D. Guarantees and Warranties: Each Bidder shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Bidder with the Bid submitted.
- E. Project Schedule/Delivery Date: Bidder must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the ITB. The Bid Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.
- F. Certain Construction and Installation Projects: Texas Government Code 2252 – Subchapter F – Section 2252.201, 2252.202, and 2252.203. A contract between the vendor and the City of Galveston must comply with the statutes above regarding the purchase of iron or steel products. Any iron or steel product produced through a manufacturing process and used in a project shall be produced in the United States. By signing Appendix A, vendor attests that the material provided is manufactured in the United States. A contract found non-compliant is subject to immediate termination by the City of Galveston.

2. **Cost of Proposed Products and/or Services**

- A. Pricing: Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Schedule of Pricing: Bidder shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format:

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
			\$	\$
			\$	\$
			\$	\$
		TOTAL ALL LINE ITEMS	\$	\$

3. Bidder's Experience / Staff

- A. Project Team: Identify all members of the Bidder's team (including both team members and management) who will be providing any services proposed and include information which details their experience.
- B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.
- C. Business Establishment: State the number of years the Bidder's business has been established and operating. If Bidder's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years' experience the business has: 20+; and the number of employees: 4.

- D. Project Related Experience: All Bids must include detailed information that details the Bidder's experience and expertise in providing the requested services that demonstrates the Bidder's ability to logically plan and complete the requested project.

4. References

Bidder shall provide three (3) references where Bidder has performed similar to or the same types of services as described herein. Bidder shall provide references not affiliated with the City of Galveston, or any of its employees.

Reference #1:

Client / Company Name: <u>HARBOR OFFSHORE MARINE, INC</u>	
Contact Name: <u>EARL GALLOWAY</u>	Contact Title: <u>OPERATIONS / PORT CAPT.</u>
Phone: <u>409-741-1222</u>	Email: <u>earl@harboroffshore.com</u>
Date and Scope of Services Provided: <u>WELDING & FABRICATION OF PIPING, gangways, STEEL REPAIR, STAINLESS STEEL & ALUMINIUM WELDING.</u>	

Reference #2:

Client / Company Name: <u>GALVESTON Co. MUD 12</u>	
Contact Name: <u>RANDY WARD</u>	Contact Title: <u>DISTRICT OPERATOR</u>
Phone: <u>409-935-6111</u>	Email: <u>MUD12@COMCAST.NET</u>
Date and Scope of Services Provided: <u>MISC. WELDING & FABRICATION - CARBON STEEL, ALUMINIUM & STAINLESS STEEL - PIPING, SKIMMERS, HANGERS, BRACKETS, SS COVERS, WASTE CHUTES, ETC.</u>	

Reference #3:

Client / Company Name: HALLIBURTON ENERGY SERVICES	
Contact Name: MIKE KEGLEY	Contact Title: PLANT MANAGER
Phone: 409-740-0866	Email: MIKE.KEGLEY@HALLIBURTON.COM
Date and Scope of Services Provided: MISC WELDING & FABRICATION - CARBON STEEL, ALUMINIUM, STAINLESS STEEL - PIPING, RAILINGS, HANDRAILS, SIGN FRAMES, GRADER BLADE, BRACKETS, SKIDS, WALKWAYS, ETC	

5. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This bid ___ (does) ___ (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

6. Federal, State and/or Local Identification Information

- A. Centralized Master Bidders List registration number: _____.
- B. Prime contractor HUB / MWBE registration number: _____.
- C. An individual Bidder acting as a sole proprietor must also enter the Bidder's Social Security Number: # _____ - _____ - _____.
- D. Dun and Bradstreet Number - Data Universal Numbering System (DUNS): 065095176.
- E. All vendors contracting with the City of Galveston may be required to register, or have an active registration with the System for Award Management (SAM.gov). Registration is free. The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds. Registration must be completed prior to contract award by City Council. Registering online is accomplished on the SAM website here: <https://www.sam.gov/portal/SAM/##11#1>.

7. Cooperative Governmental Purchasing Notice

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this ITB from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

☒ **Yes, Others can purchase purchase.**

☐ **No, Only the City can**

8. Term of Contract and Option to Extend: Any contract resulting from this ITB shall be effective for three (3) years upon execution by the City of Galveston. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

- A. Option Clause: It is agreed that City will have the option to extend the contract for up to two (2) additional years, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.
- B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

Vendors shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the City. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.

- C. Price Increases Upon Extension: If approved by the City, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the City. The maximum increase allowed under this provision shall be four percent (4%) per year. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor's rates. City cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation. The escalation time frame will be determined by the City's Fiscal Year which begins in October and ends the following September. (example: FY 2017 October 1, 2016 – September 30, 2017)

FIRST ADDITIONAL YEAR (FY 2023) ESCALATION 2.5%

SECOND ADDITIONAL YEAR (FY 2024) ESCALATION..... 3 %

9. Emergency Business Services Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **purchasing@galvestontx.gov**.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Galveston procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: ISLAND MACHINE WORKS, INC.

Contract #: _____

Description: WELDING SERVICES

Primary Contact (Name): ALEX LARA

Primary Contact Phone Numbers: Home: N/A Cell: 409-682-4891

Secondary Contact (Name): JAIME LARA

Secondary Contact Phone Numbers: Home: N/A Cell: 409-370-1363

After Hours emergency opening fee, if applicable: \$ 360.00

II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE BIDDER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED BID, ANY CONTRACT RESULTING FROM THIS ITB WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH BIDDER HEREBY ACKNOWLEDGES, AND TO WHICH BIDDER AGREES BY SUBMITTING A BID.

1. Delivery of Products and/or Services

- A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: accountspayable@galvestontx.gov. See Appendix I for ACH Payment Information, if you elect to receive your payments according to Appendix I, fill out the form and return with your documents.
- B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Bid, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. Late Delivery or Performance: If Bidder fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Bidder, who agrees to pay such costs within ten days of invoice.

- D. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Bidder. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Bidder at no additional cost to the City.
- E. Excess or Incorrect Commodities: Products or materials delivered in error or in excess of the quantity ordered shall be returned at the successful Bidder's expense, unless otherwise agreed to in writing by the City.
- F. Title to Goods and Risk of Loss: For goods to be provided by Bidders hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.
- G. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.
- H. Liquidated Damages: The parties agree that, if the Project is not completed within the time specified plus any extensions of time allowed pursuant thereto, the actual damages sustained by the Owner because of any such delay will be uncertain and difficult of ascertainment, and that the reasonable foreseeable value of the use of said project by the Owner would be the sum of \$250.00 per calendar day. The Contractor therefore agrees to pay, and the Owner agrees to accept, as liquidated damages and not as a penalty, the sum of \$250.00 per calendar pay for each day's delay in fully completing said project beyond the time specified in the Contract and any extensions of such time allowed there under.
- I. Change Orders: per Texas Local Government Code Sec. 252.048. CHANGE ORDERS. (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.
- (b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.
- (c) If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.
- (c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of \$100,000 or less, or a lesser

amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.

(d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

2. Miscellaneous

- A. Independent Contractor: Bidder agrees that Bidder and Bidder's employees and agents have no employer-employee relationship with City. Bidder agrees that if Bidder is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- B. Assignments: The rights and duties awarded the successful Bidder shall not be assigned to another without the written consent of the Purchasing Supervisor. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Liens: Bidder shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Bidder or Bidder's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. Gratuities / Bribes: Bidder certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative, to any City officer, employee or elected representative, with respect to this ITB or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- E. Financial Participation: Bidder certifies that it has not received compensation from the City to participate in preparing the specifications or ITB on which the Bid is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Bidder certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Authority to Submit Bid and Enter Contract: The person signing on behalf of Bidder certifies that the signer has authority to submit the Bid on behalf of the Bidder and to bind the Bidder to any resulting contract.
- H. Authority to Enter Contract – City: The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include "approved as to form" and be signed by the City Attorney before the City Manager will execute the contract. Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to

review by the City's Legal Department prior to being signed by the City Manager, (City's authorized representative).

- I. Compliance with Applicable Law: Bidder agrees that the contract will be subject to, and Bidder will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.
- J. Non-Discrimination: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin. (3) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

3. Financial Responsibility Provisions

- A. Insurance: The Bidder, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Services, Appendix J) as City may require, naming the City of Galveston as the additional insured:
 - i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
 - ii. Commercial General Liability insurance for at least One Million Dollars (\$1,000,000) on a per occurrence basis, with a Two Million (\$2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;
 - iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;
 - iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Services.
Insurance coverage shall be on an "occurrence basis"

- B. **Indemnification:** In Accordance with State Law, the contractor agrees to indemnify, save, and hold harmless the City of Galveston, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgments, or liabilities, for personal injury, death, or property damage resulting from the acts or omissions of anyone under the contractor's supervision or control.

In the event of any cause of action or claim asserted by a party to this agreement or any third party, the City will provide the contractor with timely notice of such claim, dispute or notice. Thereafter, the contractor shall at its own expense, faithfully and completely defend and protect the City against any and all liabilities arising from this claim, cause of action, or notice.

- i. **Indemnity for Intellectual Property:** Bidder hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.
- C. **Bond Requirements:** If applicable, per the Scope of Work, prior to the commencement of work on this Project, Bidder shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, unless otherwise stated below:
- i. Bid bonds are required for bids over \$25,000.00 in the amount of 5% of the total bid amount. This must be issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, or a Cashier's Check.
 - ii. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;
 - iii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and
 - iv. A maintenance bond insuring full and prompt maintenance, repair and/or replacement of the goods to be provided by Bidder for a period of two years from date of acceptance by the City.

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer's family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4A and 4B development corporations;
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Galveston who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer's family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a "Conflict of Interest Questionnaire" (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding "employment or business relationships" with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. ***The Finance Department is required by law to post the statements on the City's website.***

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE
USE
ONLY**Date
Received

1. **Name of person who has a business relationship with local governmental entity.**

2. ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. **Name of local government officer with whom filer has employment or business relationship.**

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
☐ Yes ☐ No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
☐ Yes ☐ No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4.

Signature of person doing business with the governmental entity

Date

08/23/19

Adopted 06-29-2007

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix C - House Bill 89 Verification

Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.
3. Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

I, ALEJANDRO LARA (Person name), the undersigned representative of (Company or Business Name) ISLAND MACHINE WORKS, INC. (hereinafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

- a. Does not boycott Israel currently; and
- b. Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Galveston, Texas.

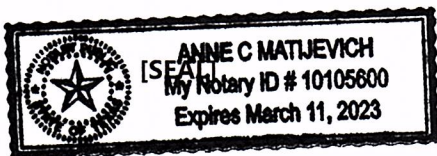
08/21/2019
DATE

[Signature]
SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF Texas §
COUNTY OF Galveston §

On this day, BEFORE ME, the undersigned, personally appeared Alejandro Lara, the President of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of August, 2019.



[Signature]
NOTARY PUBLIC in and for the
State of Texas

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

Appendix D – Property Tax Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
"NON-RESPONSIVE."**

The City of Galveston, Texas has adopted the following policy:

The City of Galveston will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

☒ I do not owe the City property taxes that are delinquent.

☐ I owe City property taxes that are delinquent on property located at

ALEX LARA

Bidder's Printed or Typed Name



Bidder's Signature

08/23/19

Date

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix E – Nepotism Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
"NON-RESPONSIVE."**

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Bidder or Proposer is an individual:

_____ I am not related by blood or marriage to any official or employee of the
City of Galveston

_____ I am related by blood or marriage to the following official(s) or employee(s)
of the City of Galveston

Name and title of City Official

Or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

 _____ The officers of the company submitting this bid or proposal are not related by
blood or marriage to any official or employee of the City of Galveston.

_____ The officers of the company submitting this bid are related by blood or marriage to the
following official(s) or employee(s) of the City of Galveston.

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix F – Non-Collusion Statement

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID IN COLLUSION WITH ANY OTHER BIDDER, AND THAT THE CONTENTS OF THIS BID AS TO PRICES, TERMS OR CONDITIONS OF SAID BID HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID.

VENDOR ISLAND MACHINE WORKS, INC

ADDRESS 4217 AVENUE M, GALVESTON, TX 77550

PHONE 409-763-1986

FAX 409-763-3138

BIDDER (SIGNATURE) 

BIDDER (PRINTED NAME) ALEX LARA

POSITION WITH COMPANY PRESIDENT

SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THIS BID _____

COMPANY OFFICIAL
(PRINTED NAME) _____

OFFICIAL POSITION _____

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

Appendix G – Document 00435
The City of Galveston, Texas

**DOCUMENT 00435, REQUIRED BY ALL BIDDERS WHO WILL RECEIVE FEDERAL FUNDS IN
PAYMENT OF PROCUREMENT.**

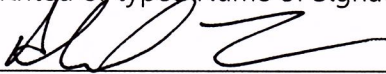
**BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION (49 CFR PART 29)**

The undersigned certifies, by submission of this Bid or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

ALEX LARA

(Printed or typed Name of Signatory)



(Signature)

08/23/19

(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix J – Scope of Services

1. Project Title: Bid 19-013 Welding Services.

2. Scope of Services Contact

Questions about the technical nature of the Scope of Services will be directed to the **Purchasing Department**, Phone. 409.797.3579, e-mail: purchasing@galvestontx.gov.

3. Special Conditions

The following are required Federal Clauses that shall be returned with the Bid and are part of the contract documents herein.

CITY OF GALVESTON BID # 19-013 SPECIAL PROVISIONS FOR PROCUREMENT FEDERAL REQUIREMENTS

CONTENTS

1. No Government Obligation to Third Parties
2. Program Fraud and False or Fraudulent Statements and Related Acts
3. Access to Records and Reports
4. Equal Employment Opportunity
5. Government-wide Debarment and Suspension (Nonprocurement)
6. Contract Work Hours and Safety Standards Act
7. Lobbying
8. Clean Air
9. Clean Water
10. Procurement of Recycled Materials
11. Department of Homeland Security Logo, Seal, and Flags
12. Compliance with Federal Law, Regulations, and Executive Orders

1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

ALEX LARA

(printed name of signatory)

 08/23/19

(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
31 U.S.C. 3801 et seq.

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., "Administrative Remedies for False Claims and Statements," apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

ALEX LARA

(printed name of signatory)

 08/23/19

(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

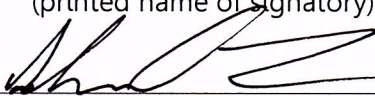
3. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

ALEX LARA
(printed name of signatory)
 08/23/19
(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

4. EQUAL EMPLOYMENT OPPORTUNITY 29 CFR Part 1630, 41 CFR Parts 60 et seq.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

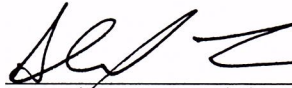
(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

ALEX LARA

(printed name of signatory)



(signature and date)

08/23/19

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

5. GOVERNMENT-WIDE SUSPENSION AND DEBARMENT

By signing and submitting its bid or proposal, the bidder or proposer agrees to comply with the following:

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ALEX LARA
(printed name of signatory)

 08/23/19
(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
29 CFR § 5.5(b)

- (1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) **Withholding for unpaid wages and liquidated damages** - The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) **Subcontracts** - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

ALEX LARA
(printed name of signatory)
 08/23/19
(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

7. LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall 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 U.S.C. § 1352. Each tier shall 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 recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, ISLAND MACHINEWORKS, INC., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq* apply to this certification and disclosure, if any.

Executed this 23RD day of AUGUST, 2019

By 

Signature of Bidder/Contractor /Subcontractor's Authorized Official

ALEX LARA

Printed Name of Bidder/Contractor /Subcontractor's Authorized Official

PRESIDENT

Title of Authorized Official

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

8. CLEAN AIR
42 U.S.C. § 7401 et seq.

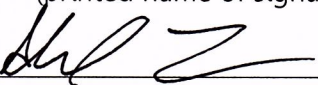
Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

ALEX LARA
(printed name of signatory)
 08/23/19
(signature and date)

9. CLEAN WATER REQUIREMENTS
33 U.S.C. 1251 et seq.

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

ALEX LARA
(printed name of signatory)
 08/23/19
(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

**10. PROCUREMENT OF
RECOVERED MATERIALS
42 U.S.C. 6962**

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

ALEX LARA
(printed name of signatory)
 08/23/19
(signature and date)

11. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

ALEX LARA
(printed name of signatory)
 08/23/19
(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

12. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

ALEX LARA
(printed name of signatory)

 08/23/19
(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

4. Bid Evaluation Factors –

Factor
Price
Vendor Past Performance
Location of the Vendor
Meets Specifications

5. Brand Manufacture Reference

The City has determined that any manufacturer's brand defined in the Scope of Services meets the City's product and support need. The manufacturer's reference is not intended to be restrictive, and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Bid is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

6. Key Events Schedule

Bid Release Date	August 5, 2019
Deadline for Submittal of Written Questions	August 19, 2019 @ 2:00 p.m. CST
Sealed Bids Due to and Opened by City	August 29, 2019 @ 10:00 a.m. CST
Anticipated Committee Evaluation Review Date	August 2019
Anticipated Award Date	September 2019

7. Scope of Services

General Information:

It is the intent of the City of Galveston to solicit offers for Welding and Fabrication Services. The City reserves the right to order such quantities of welding and fabrication services as it requires, and the City also reserves the right not to order any services.

Specifications:

Offeror must be a full service Welding/Fabrication operation capable of a variety services, including but not limited to, straightening, rolling, cutting, fabricating, rebuilding, mig, and tig welding. Vendor must have demonstrated ability to perform these services; demonstrated ability include, but are not limited to references, past performance with the City of Galveston, and qualifications such as certificates and number of years in business.

Some services include welding burglar bars in window frames, building headache racks on crew trucks, and other miscellaneous welding repairs to equipment, pumps, backhoes, and bucket trucks, etc. The list is not inclusive, but a guideline.

Vendor should provide, in the invoice, a detailed list of services performed and include any unit numbers, location of service, and any other pertinent information to the repair, build, or fabrication.

Vendor must provide a minimum thirty (30) day warranty on all work/services performed for the City. Any work that is deemed inferior or unacceptable by the City, or its representatives, shall be corrected at no additional cost to the City of Galveston.

Delivery of services shall be required at no additional cost to the City of Galveston to the desired locations. The contractor shall be required to have in stock a sufficient supply of resources in order to satisfy the needs of the City. If unavailable from stock, it shall be the contractor's responsibility to obtain the same welding services from some other source. In the event the contractor fails to secure the required welding services within forty-eight (48) hours, the City shall have the option to obtain the required welding services from an independent source or alternate awarded vendor.

Price Form

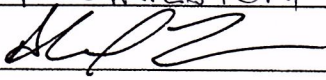
Minimum Specification Hourly Rates

Description	Weekday	Weekend	Holiday
JOURNEYMAN	70.00	105.00	140.00
APPRENTICE	60.00	90.00	120.00
HELPER	60.00	90.00	120.00
WELDING MACHINE HOURLY RATE	INCLUDED IN ABOVE RATES	INCLUDED IN ABOVE RATES	INCLUDED IN ABOVE RATES
RESPONSE TIME	4 HOURS	4 HOURS	4 HOURS

We the undersigned hereby offer the above products in strict accordance to the specifications and in accordance with the general conditions of bidding. This offer is not subject to withdrawal after a contract has been awarded by City Council

Company: ISLAND MACHINE WORKS, INC

Address: 4217 AVENUE M GALVESTON, TX 77550

Authorized Representative Signature: 

Printed Name: ALEX LARA



CITY OF GALVESTON – BID # 19-13
ADDENDUM 1
WELDING SERVICES

Date: 8/21/2019
To: Prospective Bidders
Subject: Addendum No. 1
Questions & Answers

This addendum forms part of the bidding and contract documents and modifies the original bidding documents dated 8/5/2019. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT BIDDER TO DISQUALIFICATION.

Questions and Answers:

1. Is it on an on call/ as-needed basis? **Yes**
2. What is the time frame/length of the contract? **3 years plus a 2 annual renewals; see page 14 of the solicitation documents.**
3. Is there an estimated number of jobs or hours of work that would be done on a monthly basis? **No**

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.

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

Authorized Signature

Date

ALEX LARA

Printed Name

ISLAND MACHINEWORKS, INC.
Company Name

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID



City of Galveston

FLEET FACILITIES STAFF REPORT

November 5, 2019

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 (Lift for Wastewater Treatment) and associated equipment from Associated Supply Company (ASCO) through HGAC Buy for a total price of \$17,092.44 and authorize the City Manager to execute the contract upon final approval by the City Attorney.

I. Background

- A. Funding for new equipment has been earmarked for the listed department(s).
- B. Buy Board, HGAC Buy and TXMAS 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 \$17,092.44.
- E. Associated Supply Company (ASCO) is located in Houston Texas.
- F. Delivery should be within 60 days from date of the purchase order issue. These items have to be delivered during the current fiscal year, and the dealer can support this request.
- G. Additional equipment will be added by the dealer that was specified in the specification process as requested by the department.

II. Current Situation

The City Council will have to approve allowing the Fleet Facility to purchase the listed rolling stock and associated equipment from Associated Supply Company (ASCO) through HGAC Buy





City of Galveston

FLEET FACILITIES STAFF REPORT

for a total price of \$17,092.44 and authorize the City Manager to execute the contract upon final approval by the City Attorney.

III. Alternatives in order of priority

A. City Council approves the purchase.

1. Cost - \$17,092.44
2. Timing - Delivery should be within 60 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 allowing the Fleet Facility to purchase the listed rolling stock and associated equipment from Associated Supply Company (ASCO) through HGAC Buy for a total price of \$17,092.44 and authorize the City Manager to execute the contract upon final approval by the City Attorney.

V. Fiscal Impact Report

Requested by David Smith
Executive Director

Cost \$17,092.44





City of Galveston

FLEET FACILITIES STAFF REPORT

Funding Source

Wastewater Treatment
Capital Outlay

Savings Estimation

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

VI. Environmental Impact

All listed vehicles are produced under current EPA standards.

Respectfully Submitted

David Smith
Executive Director



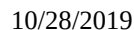
City of Galveston

Fleet Facility

COST BREAKDOWN

Requested Purchase

Item	Division	Count	Make	Model	Cost	Funding
1	Wastewater	1	Genie	GS-2632 Scissor Lift	\$ 17,092.44	Cap Fund
					\$ 17,092.44	

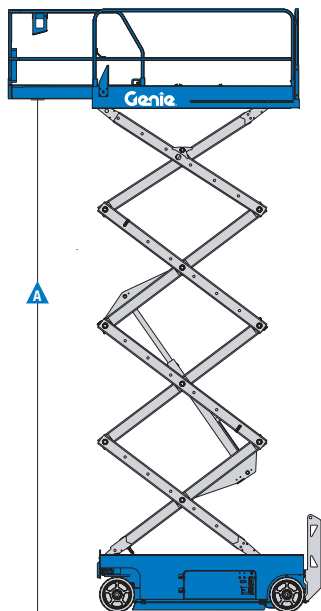
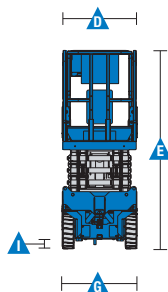
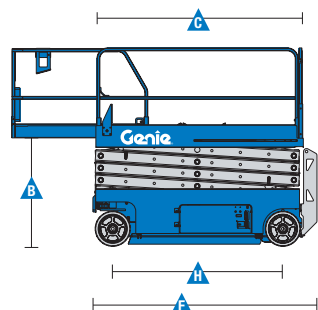


Delivery Date:	60 Days	F: Total Purchase Price (D+E):	\$17,092.44
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Self-Propelled Scissor Lifts

GS™ -2032, GS-2632 & GS-3232

Specifications



Models	GS-2032		GS-2632		GS-3232	
Measurements	US	Metric	US	Metric	US	Metric
Working height maximum ¹	26 ft	8.10 m	32 ft	9.92 m	38 ft	11.75 m
A Platform height maximum	20 ft	6.10 m	26 ft	7.92 m	32 ft	9.75 m
B Platform height stowed	3 ft 5 in	1.03 m	3 ft 10 in	1.16 m	4 ft 3 in	1.29 m
C Platform length - outside	7 ft 5 in	2.26 m	7 ft 5 in	2.26 m	7 ft 5 in	2.26 m
extended	10 ft 5 in	3.18 m	10 ft 5 in	3.18 m	10 ft 5 in	3.18 m
Slide-out platform extension deck	3 ft	0.91 m	3 ft	0.91 m	3 ft	0.91 m
D Platform width - outside	2 ft 8 in	0.81 m	2 ft 8 in	0.81 m	2 ft 8 in	0.81 m
Guardrail height: fixed rails	3 ft 3 in	0.99 m	—	—	—	—
folding rails	3 ft 7 in	1.10 m	3 ft 7 in	1.10 m	3 ft 7 in	1.10 m
Toeboard height	6 in	0.15 m	6 in	0.15 m	6 in	0.15 m
E Height - stowed						
fixed rails	6 ft 8 in	2.03 m	—	—	—	—
folding rails	7 ft	2.13 m	7 ft 5 in	2.5 m	8 ft	2.43 m
rails folded	5 ft 9 in	1.75 m	6 ft 3 in	1.91 m	6 ft 8 in	2.03 m
F Length - stowed	8 ft	2.44 m	8 ft	2.44 m	8 ft	2.43 m
Length - extended	10 ft 11 in	3.33 m	10 ft 11 in	3.33 m	10 ft 11 in	3.33 m
G Width	2 ft 8 in	0.81 m	2 ft 8 in	0.81 m	2 ft 8 in	0.81 m
H Wheelbase	6 ft 1 in	1.85 m	6 ft 1 in	1.85 m	6 ft 1 in	1.85 m
I Ground clearance - center	3.5 in	8.9 cm	3.5 in	8.9 cm	3.5 in	8.9 cm
- with pothole guards deployed	0.88 in	2.2 cm	0.88 in	2.2 cm	0.88 in	2.2 cm

Productivity

Maximum platform occupancy	2		2		2	
Lift capacity	800 lbs	363 kg	500 lbs	227 kg	500 lbs	227 kg
Extension deck capacity	250 lbs	113 kg	250 lbs	113 kg	250 lbs	113 kg
Drive height	full height		full height		22 ft	6.71 m
Drive speed - stowed	2.2 mph	3.5 km/h	2.2 mph	3.5 km/h	2.2 mph	3.5 km/h
Drive speed - raised	0.5 mph	0.8 km/h	0.5 mph	0.8 km/h	0.5 mph	0.8 km/h
Gradeability - stowed ²	30%		25%		25%	
Maximum outrigger leveling:						
front to back	—	—	—	—	3°	
Maximum outrigger leveling:						
side to side	—	—	—	—	5°	
Turning radius - inside	zero		zero		zero	
Turning radius - outside	7 ft	2.13 m	7 ft	2.13 m	7 ft	2.13 m
Raise / lower speed	28 / 24 sec		28 / 24 sec		55 / 28 sec	
Controls	proportional		proportional		proportional	
Drive	dual front wheel		dual front wheel		dual front wheel	
Multiple disc brakes	dual rear wheel		dual rear wheel		dual rear wheel	
Tires - solid non-marking	15 x 5 in	38 x 13 cm	15 x 5 in	38 x 13 cm	15 x 5 in	38 x 13 cm

Power

Power source	24 V DC (four 6V 225 Ah batteries)		24 V DC (four 6V 225 Ah batteries)		24 V DC (four 6V 225 Ah batteries)	
Hydraulic system capacity	4.5 gal	17 L	4.5 gal	17 L	4.5 gal	17 L

Weight³ / Floor Loading⁴

Weight - ANSI, CSA	4,435 lbs	2,012 kg	4,413 lbs	2,002 kg	5,185 lbs	2,352 kg
Tire load, maximum	1,699 lb	771 kg	1,773 lb	804 kg	1,700 lb	771 kg
Tire contact pressure	113 psi	781 kPa	118 psi	815 kPa	113 psi	781 kPa
Occupied floor pressure	223 psf	10.66 kPa	251 psf	12.01 kPa	291 psf	13.92 kPa

Standards Compliance ANSI A92.6, CSA B354.2, CE Compliance, AS 1418.10

¹ The metric equivalent of working height adds 2 m to platform height. U.S. adds 6 ft to platform height.

² Gradeability applies to driving on slopes, see operator's manual for details regarding slope ratings.

³ Weight will vary depending on options and/or country standards.

⁴ Note: Floor loading information is approximate and does not incorporate different option configurations. It should be used only with adequate safety factors.

Self-Propelled Scissor Lifts

GS™ -2032, GS-2632 & GS-3232

Features

Standard Features

Measurements

GS-2032

- 26 ft (8.10 m) working height
- Up to 800 lbs (363 kg) lift capacity

GS-2632

- 32 ft (9.92 m) working height
- Up to 500 lbs (227 kg) lift capacity

GS-3232

- 38 ft (11.75 m) working height
- Up to 500 lbs (227 kg) lift capacity

Productivity

- 89 x 32 in (2.26 x .81 m) steel platform
- 3 ft (.91 m) extension deck
- Fixed rail with chain entry gate (standard GS™-2032)
- Folding rails with half-height swing gate (standard on GS™-2632, GS™-3232)
- Automatic leveling outriggers (GS™-3232 only)
- Dual front wheel drive
- Universal 27A smart charger
- Rear recessed charger receptacle
- SmartLink™ - proportional lift and drive
- Platform control with battery charge indicator and diagnostic display
- On-board diagnostic system
- AC power to platform
- Lanyard attachment points
- Manual platform lowering valve
- Emergency stop at both platform and ground controls
- Rear wheel multiple disc brakes
- Front wheel hydraulic dynamic braking
- Manual hydraulic brake release
- Swing-out component trays
- Solid non-marking tires
- Pothole guards
- Tilt level sensor with audible alarm
- Dual flashing LED beacons
- Descent alarm
- Electronic horn
- Hour meter
- Motion alarm

Power

- 24 V DC (four 6 V 225 Ah batteries)

Options & Accessories

Productivity Options

- Folding rails with half-height swing gate (GS™-2032)
- Platform swing gate, half-height (GS™-2032)
- Air line to platform
- Automotive horn*
- Biodegradable hydraulic fluid
- Platform control guard

Power Options

- Power Inverter (120 V/60 Hz)¹
- EE rating
- AGM maintenance-free batteries
- Drive cutout while charging



¹ Not available with EE rating

Genie United States

6464 185th Ave. NE
Redmond, WA 98052
Telephone +1 (425) 881-1800
Toll Free in USA/Canada +1 (800)-536-1800
Fax +1 (425) 883-3475

Distributed By:



Effective Date: February, 2019. Product specifications and prices are subject to change without notice or obligation. The photographs and/or drawings in this document are for illustrative purposes only. Refer to the appropriate Operator's Manual for instructions on the proper use of this equipment. Failure to follow the appropriate Operator's Manual when using our equipment or to otherwise act irresponsibly may result in serious injury or death. The only warranty applicable to our equipment is the standard written warranty applicable to the particular product and sale and we make no other warranty, express or implied. Products and services listed may be trademarks, service marks or trade names of Terex Corporation and/or their subsidiaries in the USA and many other countries. Terex, Genie and AWP are registered trademarks of Terex Corporation or its subsidiaries. © 2019 Terex Corporation.

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

**Cooperative Agreement - Associated Supply Company, Inc - Public Services -
00943**

18-

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Associated Supply Company, Inc, hereinafter referred to as the Contractor, having its principal place of business at 2102 E. Slaton Road, Lubbock, TX 79404.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

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

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Feb 01 2019 and ends Jan 31 2021. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States

Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

- A. *Convenience*
H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

- B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, 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, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: 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 Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, 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, loss of 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 Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, 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 the 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, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the 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. The 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, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement 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 the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

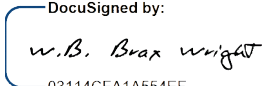
ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Associated Supply Company, Inc

Signature 
Name W.B. Brax Wright
Title CEO
Date 1/17/2019

H-GAC
Signature 
Name Chuck Wemple
Title Executive Director
Date 1/15/2019

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Associated Supply Company, Inc - Public Services -

18-00943

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering 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, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER** as provided in its most favorable past agreement. 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** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement 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 and the END USER.

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 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **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 Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor**. At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor**.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

- a. **General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **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 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement 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 Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas 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.

Attachment A
Associated Supply Company, Inc.
Portable Construction and Maintenance Equipment
Contract No. CM02-19

Product Code	Model/Description	Bid Price
A. Portable Air Compressors		
E. Chicago Pneumatic		
CM19AE04	CPS400-150JD, Portable Air Compressor, John Deere, 375 CFM, 100 PSI	\$ 46,700.00
B. Light Towers		
A. Allmand		
CM19BA03	ML15 Maxi-Lite Isuzu, 15kw generator	\$ 15,659.09
D. Magnum Products		
CM19BD03	MLT3060M, Standard Mast, 6kW, Mitsubishi Engine - Manual Winch, Towable Light Tower	\$ 7,778.98
CM19BD04	MLT3060K, Standard Mast, 6kW, Kubota Engine - Manual Winch, Towable Light Tower	\$ 8,186.93
CM19BD05	MLT4060M, Standard Mast, 6kW, Mitsubishi Engine - Manual Winch, Towable Light Tower	\$ 8,318.18
CM19BD06	MLT4060K, Standard Mast, 6kW, Kubota Engine - Manual Winch, Towable Light Tower	\$ 8,740.91
CM19BD07	MLT5060M, Standard Mast, 6kW, Mitsubishi Engine - Manual Winch, Towable Light Tower	\$ 9,407.95
CM19BD08	MLT5060K, Standard Mast, 6kW, Kubota Engine - Manual Winch, Towable Light Tower	\$ 9,864.77
CM19BD09	MLT3060MV, Vertical Mast, 6kW, Mitsubishi Engine - Electric Winch, Towable Light Tower	\$ 9,228.41
CM19BD10	MLT3060KV, Vertical Mast, 6kW, Kubota Engine - Electric Winch, Towable Light Tower	\$ 9,678.98
CM19BD11	MLT4060MV, Vertical Mast, 6kW, Mitsubishi Engine - Electric Winch, Towable Light Tower	\$ 9,764.20
CM19BD12	MLT4060KV, Vertical Mast, 6kW, Kubota Engine - Electric Winch, Towable Light Tower	\$ 10,230.11
CM19BD13	MLT5060MV, Vertical Mast, 6kW, Mitsubishi Engine - Electric Winch, Towable Light Tower	\$ 10,853.98
CM19BD14	MLT5060KV, Vertical Mast, 6kW, Kubota Engine - Electric Winch, Towable Light Tower	\$ 11,353.41
CM19BD16	MTT20IF4, Combination Light Tower, Generator, Water Trailer, 19kW Single Phase	\$ 29,740.91
CM19BD17	MWT500 500 Gallon Water Trailer with 2" Water Pump	\$ 5,955.68
E. Wacker		
CM19BE02	LTN6K-062734, Compact Light Tower - 4-lamps, Kubota diesel engine	\$ 8,061.59
CM19BE04	LTN6KV-5200002722, Compact Light Tower - 4-lamps, Kubota diesel eng, Vertical Mast	\$ 8,680.17
CM19BE05	LTN8KV5200002727, Compact Light Tower - 4-lamps, Kubota diesel eng, Vertical Mast	\$ 9,295.51
CM19BE07	LTW6K-0620372, Wide Body, 6 kW Light Tower - 4-lamps, Kubota diesel engine	\$ 12,203.81

CM19BE08	LTW8K-0620374, Wide Body, 8 kW Light Tower - 4-lamps, Kubota diesel engine	\$ 12,796.48
CM19BE09	LTW20Z-0620375, Wide Body, 20 kW Light Tower - 4-lamps, Kubota diesel engine	\$ 23,639.43
CM19BE10	LTW6KV-5200012864, Wide Body, 6 kW Light Tower - 4-lamps, Kubota diesel eng Vertical Mast	\$ 13,832.84
CM19BE11	LTW8KV-5200012865, Wide Body, 8 kW Light Tower - 4-lamps, Kubota diesel eng Vertical Mast	\$ 14,428.75
H. Multiquip		
CM19BH12	GBC Light Balloon 4-whl Cart 1KW E-ballast	\$ 3,711.59
CM19BH20	GB43SC Light Balloon 4-Spot 400W ea 4-whl cart	\$ 4,214.77
CM19BH21	GB43LED Light Balloon 4-Spot 300W LED 4-whl Cart	\$ 5,595.45
CM19BH22	GB4000 Light Balloon 4000W for Light Towers	\$ 4,025.23
C. Scissor / Personnel & Self-Propelled Vertical Lifts		
A.Genie Industries		
CM19CA01	GS-1530, 21ft Working Height, 600 lbs Lift Capacity, Electric Scissor Lift	\$ 10,935.00
CM19CA02	GS-1930, 25 ft Working Height, 500 lbs Lift Capacity, Electric Scissor Lift	\$ 10,991.19
CM19CA03	GS-2032, 26 ft Working Height, 800 lbs Lift Capacity, Electric Scissor Lift	\$ 12,962.84
CM19CA04	GS-2632, 32 ft Working Height, 500 lbs Lift Capacity, Electric Scissor Lift	\$ 15,923.98
CM19CA05	GS-3232, 38 ft Working Height, 500 lbs Lift Capacity, Electric Scissor Lift	\$ 23,092.27
CM19CA06	GS-2046, 26 ft Working Height, 1,200 lbs Lift Capacity, Electric Scissor Lift	\$ 14,724.39
CM19CA07	GS-2646, 32 ft Working Height, 1,000 lbs Lift Capacity, Electric Scissor Lift	\$ 15,638.13
CM19CA08	GS 2646 AV, 32 ft 6 in Working Height, 900 lbs Lift Capacity.	\$ 25,838.41
CM19CA09	GS-3246, 38 ft Working Height, 700 lbs Lift Capacity, Electric Scissor Lift	\$ 19,205.17
CM19CA10	GS 2669 DC, 32 ft Working Height, 1500 lbs Lifting Capacity, Electric Scissor Lift	\$ 32,725.74
CM19CA11	GS 2669 RT, Rough Terrain Scissor Lift, 32 ft Working Height, 1500 lbs Lift Capacity, GAS	\$ 32,906.19
CM19CA12	GS 3369 DC, 39 ft Working Height, 1000 lbs Lifting Capacity, Electric Scissor Lift	\$ 37,196.76
CM19CA13	GS 3369 RT, Rough Terrain Scissor Lift, 39 ft Working Height, 1000 lbs. Lift Capacity, GAS	\$ 37,286.82
CM19CA14	GS 4047 DC, 45 ft Working Height, 550 lbs Lifting Capacity, Electric Scissor Lift	\$ 25,518.35
CM19CA15	GS 4069 DC, 46 ft Working Height, 800 lbs Lifting Capacity, Electric Scissor Lift	\$ 44,069.43
CM19CA16	GS 4069 RT, Rough Terrain Scissor Lift, 46 ft working height, 800 lbs lift capacity, GAS	\$ 44,245.00
CM19CA17	GS-3384 RT, 39 ft Working Height, 2,500 lbs Lift Capacity, Rough Terrain Scissor Lift	\$ 50,734.09
CM19CA18	GS-3390 RT, 39 ft Working Height, 2,500 lbs Lift Capacity, Rough Terrain Scissor Lift, oscillating axle	\$ 55,493.41

CM19CA19	GS-4390 RT, 49 ft Working Height, 1,500 lbs Lift Capacity, Rough Terrain Scissor Lift	\$ 58,437.44
CM19CA20	GS-5390 RT, 59 ft Working Height, 1,500 lbs Lift Capacity, Rough Terrain Scissor Lift, automatic leveling hydraulic outriggers	\$ 68,139.32
CM19CA32	GR-12, 17 ft 5 in Working Height, 500 lbs Lift Capacity	\$ 10,751.76
CM19CA33	GR-15, 20 ft 8 in Working Height, 500 lbs Lift Capacity	\$ 11,790.11
CM19CA34	GR-20, 25 ft 11 in Working Height, 350 lbs Lift Capacity	\$ 12,696.53
CM19CA35	GRC-12, Run about Contractor, 18 ft working height, 500 lbs. lift capacity	\$ 12,205.45
CM19CA36	QS-12, Quick Stock, Working Height 17 ft 5 in, 500 lbs Lift Capacity	\$ 15,208.13
CM19CA37	QS-15, Quick Stock, Working Height 20 ft 8 in, 500 Lift Capacity	\$ 16,263.58
CM19CA38	QS-20, Quick Stock, Working Height 25 ft 11 in, 350 Lift Capacity	\$ 17,199.32
CM19CA39	GR-26 J, Run About with Jib, 31 ft Working Height, 500 lbs Lift Capacity	\$ 36,974.43
B. JLG		
CM19CB01	1930ES, 19' Platform Height, Electric Pro-Fit Scissor Lift - 500# Capacity	\$ 13,166.16
CM19CB02	1932E2, 19' Compact Electric Scissor Lift	\$ 11,365.95
CM19CB04	2032E2, 20' Compact Electric Scissor Lift	\$ 15,668.40
CM19CB06	2646ES, 26' Platform Height, Electric Pro-Fit Scissor Lift - 1000# Capacity	\$ 18,770.41
CM19CB07	3246ES, 32' Platform Height, Electric Pro-Fit Scissor Lift - 700# /1000# Capacity	\$ 23,424.02
CM19CB08	3369LE, 33' Platform Height, Electric Le Series Scissor Lift - 1000# Capacity	\$ 39,472.93
CM19CB09	4069LE, 40' Platform Height, Electric Le Series Scissor Lift - 800# Capacity	\$ 46,996.20
CM19CB10	260MRT, 26' Platform Height Rough Terrain Scissor Lift, Diesel (4WD)	\$ 37,918.20
CM19CB11	3394RT, 33' Platform Height Rough Terrain Scissor Lift, Diesel (2WD)	\$ 68,399.27
CM19CB12	4394RTS, 43' Platform Height Rough Terrain Scissor Lift, Diesel (4WD)	\$ 59,127.20
D. Telescopic / Articulating Boom Lifts		
A. Genie Industries		
CM19DA03	S-40, 2WD, Telescopic Boom Lift, 46' Working Height, 31'- 8" Horizontal Reach, 500 lbs Lift Capacity	\$ 62,807.27
CM19DA05	S45 XC- 4WD, Telescopic S-Boom, Working Height, Horizontal Reach, Lift Capacity	\$ 76,722.16
CM19DA07	S-60XC - 4WD, Telescopic Boom Lift, 66' Working Height, 50'-10" Horizontal Reach,	\$ 95,641.25
CM19DA08	S-65XC - 4WD, Telescopic Boom Lift, Working Height, Horizontal Reach,	\$ 102,442.39
CM19DA09	S-80 XC, 4WD, Telescopic Boom Lift, Working Height, Horizontal Reach.	\$ 132,598.41
CM19DA11	SX-105 XC 4WD, 4WS Telescopic Boom Lift, Working Height, Horizontal Reach.	\$ 176,256.93
CM19DA12	SX-125 XC 4WD, 4WS Telescopic Boom Lift, Working Height, Horizontal Reach.	\$ 199,600.34
CM19DA13	SX-135 XC 4WD, 4WS Telescopic Boom Lift, Working Height, Horizontal Reach.	\$ 223,867.27

CM19DA16	Z-30/20N with Jib, Articulating Z Boom Lift, 36' Working Height, 21-5" Horizontal Reach.	\$ 44,210.80
CM19DA17	Z-33/18, Articulating Z Boom Lift, 38' Working Height, 18ft 3in Horizontal Reach.	\$ 36,822.61
CM19DA19	Z-34/22N Articulating Boom Lift, Electric, 58" wide, with solid rubber non-marking tires, 40'-6" Working Height 22'-3" Horizontal Reach	\$ 42,390.63
CM19DA20	Z34/22 IC, Articulating Z Boom Lift, Diesel Enging, 40 ft 6 in Working Height, 22 ft 3 in Horizontal Reach, 14 ft 11 in Up & Over	\$ 50,599.72
CM19DA21	Z-40/23N with Jib, Articulating Z Boom Lift, 46'-5" Working Height, 22'-8" Horizontal Reach	\$ 51,439.83
CM19DA23	Z45 XC with jib -4WD	\$ 67,919.09
CM19DA24	Z-60/37 DC, Articulating Z Boom Lift, Working Hieght 65'-7", Horizontal Reach 36'-7"	\$ 94,474.03
CM19DA25	Z-60/37 EF, Fuel Electric Hybrid, Articulating Z Boom, Working Height 65'-7"	\$ 98,825.34
CM19DA26	Z62/40 , Articulating Z Boom Lift, 67'-11" Working Height, 40"-11" Horizontal Reach	\$ 98,910.85
CM19DA27	Z-80/60 with Jib, 2WD, Articulating Z Boom Lift, 84' Working Height, 60' Horizontal Reach.	\$ 135,103.81
CM19DA28	Z-135/70, 4WD with 4 wheel steering, Articulating Z Boom Lift, 141' Working Height, 69'-9" Horizontal Reach.	\$ 229,513.24
B. JLG		
CM19DB01	Model E300AJ, Electric Articulating Boom Lift, 30' Platform Height, 500# Capacity.	\$ 74,142.35
CM19DB02	Model E400A, Electric Telescopic Boom Lift, 40' Platform Height, 500 lb. Capacity.	\$ 54,648.95
CM19DB03	Model E400A (Narrow), Electric Telescopic Boom Lift, 40' Platform Height, 500 lb. Capacity.	\$ 59,718.99
CM19DB04	Model M400A, Electric Telescopic Boom Lift, 40' Platform Height, 500 lb. Capacity.	\$ 61,304.07
CM19DB05	Model M400A (Narrow), Electric Telescopic Boom Lift, 40' Platform Height, 500 lb. Capacity.	\$ 66,557.58
CM19DB06	Model 600S, Telescopic Boom Lift, 60' Platform Height, 500 lb. Capacity.	\$ 106,750.36
CM19DB07	Model 800S, Telescopic Boom Lift, 80' Platform Height, 500 lb. Capacity.	\$ 147,276.76
CM19DB08	Model E450A, Electric Articulating Boom Lift, 45' Platform Height, 500 lb. Capacity.	\$ 56,765.82
CM19DB09	Model M450A, Electric Articulating Boom Lift, 45' Platform Height, 500 lb. Capacity.	\$ 63,516.66
CM19DB10	Model 450 Series II, Articulating Boom Lift, 2WD Diesel, 45' Platform Height, 500 lb. Capacity.	\$ 68,323.42
CM19DB11	Model 450 Series II, Articulating Boom Lift, 4WD Diesel, 45' Platform Height, 500 lb. Capacity.	\$ 70,072.25
CM19DB12	Model 600A, Articulating Boom Lift, 2WD Diesel, 60' Platform Height, 500 lb. Capacity.	\$ 98,510.92
CM19DB13	Model 600A, Articulating Boom Lift, 4WD Diesel, 60' Platform Height, 500 lb. Capacity.	\$ 106,762.72
CM19DB14	Model 740AJ, Fall Arrest Aerial Device, 74' Platform Height, 500# Capacity.	\$ 168,692.06
CM19DB15	Model 800A, Articulating Boom Lift, 80' Platform Height, 500 lb. Capacity.	\$ 150,389.82
CM19DB16	Model 1250AJP, Ultra Series Articulated Boom, 4WD Diesel, 125' Platform Height, 500/1000# Capacity	\$ 231,884.26
CM19DB17	Model 10-VP Self-Propelled Vertical Lift, 10'-6" Platform Height	\$ 9,778.40

CM19DB18	Model 15-VP Self-Propelled Vertical Lift, 15' Platform Height	\$ 10,202.05
CM19DB21	Model 20-DVL Self-Propelled Vertical Lift, 19'-6" Platform Height	\$ 16,744.24
CM19DB22	Model 15-DVSP Self-Propelled Vertical Lift, 15' Platform Height	\$ 17,802.78
CM19DB23	Model 15-DVL Self-Propelled Vertical Lift, 15' Platform Height	\$ 16,335.23
F. Portable "Self-Priming" Trash Pumps		
H. Multiquip		
CM19FH16	QP4TZ, Centrifugal Diesel Powered Engine, Passes a 2" Solid, Shut-Off Head is 85', 526 GPM Flow Rate	\$ 5,607.73
M. Wacker		
CM19FM02	PT2A-0009092, 2" Centrifugal Trash Pump w/Honda engine	\$ 1,188.18
CM19FM05	PT3A-0009098, 3" Centrifugal Trash Pump w/Honda engine	\$ 1,424.60
CM19FM10	PG2A-0007658, 2" Centrifugal Dewatering Pump w/Honda engine	\$ 501.59
CM19FM12	PG3A-0007659, 3" Centrifugal Dewatering Pump w/Honda engine	\$ 579.32
CM19FM13	PTS4V-0620971: 3" Centrifugal Trash Pump w/electric start & Briggs & Stratton Vanguard engine	\$ 3,111.93
I. Electric Submersible Pumps		
D. Wacker		
CM19ID01	PS2-1503-0009120 Submersible Pump 220V/60 Hz, 2HP 3-Phase	\$ 1,597.27
CM19ID02	PS3-2203-0009129 Submersible Pump 220V/60Hz, 3HP 3-Phase	\$ 2,099.26
CM19ID03	PS4-5503-0009144 Submersible Pump 220V/60Hz 7.5HP 3-Phase	\$ 4,210.85
CM19ID04	PST2-400-0009112 Sub. Pump 110V/60Hz 1/2HP 20' Cord, Single Phase	\$ 470.23
CM19ID05	PSTF2-400-0620435 Sub. Pump 110V/60Hz 1/2HP 20' Cord, Single Phase	\$ 489.66
CM19ID06	PS2-500-0009113 Sub. Pump 110V/60Hz 2/3HP 32' Cord, Single Phase	\$ 509.09
CM19ID07	PSA2-500-0009114 Sub. Pump 110V/60Hz 2/3HP 32' Cord, Single Phase	\$ 596.53
CM19ID08	PS2-800-0620442 Sub. Pump 110V/60Hz 1HP 49' Cord, Single Phase	\$ 654.83
CM19ID09	PSG2-500-0620412 Sub. Pump 110V/60Hz 2/3HP 32' Cord, Single Phase	\$ 554.43
CM19ID10	PST3-750-0620440 Sub. Pump 110V/60Hz 1HP 33' Cord, Single Phase	\$ 619.20
CM19ID11	PSTF3-750-0620441 Sub. Pump 110V/60Hz 1HP 33' Cord, Single Phase	\$ 638.64
F. Multiquip		
CM19IF04	ST2037, 2" Electric Submersible Pump, 1 Hp, 115volt, Single Phase	\$ 304.55
G. Tsurumi America		
CM19IG01	Model HS2.4S-62, 2" Submersible Trash Pump, 2/3 HP Honda 110 Volt	\$ 279.81
CM19IG02	Model LB-480-62, 2" Submersible Dewatering Pump, 2/3 HP Honda, 110 Volt	\$ 440.11
CM19IG03	NK2-15, 3" Submersible Dewatering Pump, 2 HP Honda, 110/220 Volt	\$ 1,315.61



City of Galveston

FLEET FACILITIES STAFF REPORT

October 23, 2019

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for the approval allowing purchases of emergency warning equipment, supplies, installs and repairs utilizing the Buy Board Cooperative Purchasing contract with Siddons Martin Emergency Group (contract 571-18), and authorize the City Manager to execute the contract upon final approval by the City Attorney. Estimated costs for products not to exceed Council approved budgets.

I. Background

- A. The City of Galveston is a member of the Buy Board cooperative purchasing program, which allows the city to utilize contracts that have been competitively bid.
- B. The contracts were solicited and awarded by Buy Board and this allows the city to utilize contracts that have been competitively procured in compliance with state purchasing requirements.
- C. Texas Government Code Chapter 791 authorizes local governments to contract with each other and any agencies of the State of Texas.
- D. The objective of a cooperative purchasing program is to provide a mechanism for local governments to pool their collective purchasing power. Purchasing cooperatives save money in two ways: the price of the product and/or in the administrative cost savings from advertising for a formal solicitation.
- E. The services utilized will be the purchase and installation and repairing of emergency equipment on the city fleet. This will include fire and police vehicles (red and blue lighting) as well as other fleet vehicles (amber lighting). Other services include decaling and other emergency style equipment.

II. Current Situation

The City Council will have to approve allowing purchases of emergency warning equipment, supplies, installs and repairs utilizing the Buy Board Cooperative Purchasing contract with Siddons Martin Emergency Group (contract 571-18), and authorize the City Manager to execute the contract upon final approval by the City Attorney. Estimated costs for products not to exceed Council approved budgets.

III. Alternatives in order of priority

- A. Approve the recommendation.
 - 1. Cost - estimated to exceed \$15,000 annually.
 - 2. Timing - contract is needed as soon as possible.
 - 3. Departmental Improvements - will provide the city with equipment inventory and services at the lowest price.





City of Galveston

FLEET FACILITIES STAFF REPORT

B. Do not approve the recommendation.

1. Cost - estimated to exceed \$15,000 annually.
2. Timing - purchases made on an *as needed basis*.
3. Departmental Improvements - will provide the city with equipment inventory and services at an increased price.

IV. Environmental Impact

The listed businesses are structured to follow the guidelines established by the EPA and the TCEQ.

V. Fiscal Impact Report

Requested by	David Smith Executive Director
Funding Source	Various City Accounts
Cost	As provided for through budgets adopted by City Council and administered by the City Manager
Savings Estimation	Will help reduce unit repair costs.

VI. Recommendation

Concur in *Alternative A* and approve allowing purchases of emergency warning equipment, supplies, installs and repairs utilizing the Buy Board Cooperative Purchasing contract with Siddons Martin Emergency Group (contract 571-18), and authorize the City Manager to execute the contract upon final approval by the City Attorney. Estimated costs for products not to exceed Council approved budgets.

Respectfully Submitted

David Smith
Executive Director





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

August 22, 2019

Sent via email to: jdoran@siddons-martin.com

Jeff Doran
Siddons Martin Emergency Group, LLC
1632 E. Richey Road
Houston TX 77073

Re: Fire Service Apparatus Vehicles
BuyBoard Contract 571-18

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Fire Service Apparatus Vehicles, Contract 571-18 effective October 1, 2018 through September 30, 2019, with two possible one-year renewals. At this time, we are renewing your contract through September 30, 2020.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this 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: Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal. Evaluations will be made annually, prior to the expiration date of the contract term, and the BuyBoard reserves the right to discontinue the vendor's contract at that time.

Additionally, **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 in The Local Government Purchasing Cooperative.

Sincerely,

Connie W Burkett, CTSBO
Contract Administrator



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

July 19, 2018

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Award*

Proposal Name and Number: Fire Service Apparatus Vehicles, Proposal Number 571-18

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 10/1/2018 through 9/30/2019, 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. 571-18 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:

1. Vendor Quick Reference Sheet
2. 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.

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 **Cooperative Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas
Department Director, Cooperative Procurement
v.6.5



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PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Fire Service Apparatus Vehicles

Proposal Due Date/Opening Date and Time:
March 22, 2018 at 4:00 PM

Proposal Number: 571-18

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

Contract Time Period: October 1, 2018 through
September 30, 2019 with two (2) possible one-year
renewals.

Anticipated Cooperative Board Meeting Date:
July 2018

Lone Star Emergency Group

Name of Proposing Company

03/22/2018

Date

4553 Aldine Bender

Street Address

Signature of Authorized Company Official

Houston, Texas 77032

City, State, Zip

Brad Fullington

Printed Name of Authorized Company Official

(281) 709-2211

Telephone Number of Authorized Company Official

CEO

Position or Title of Authorized Company Official

832-534-4148

Fax Number of Authorized Company Official

82-3301330

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 to Proposers, 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;
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 and accepted by the Cooperative), 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 or nonprofit 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 as required by the Cooperative as a prerequisite to activation of your contract;
5. You have clearly identified on the included form 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 CONTACT INFORMATION

Company: Lone Star Emergency Group

Vendor Contact Name and Mailing Address for Notices: David Bessolo, 4553 Aldine Bender, Houston, TX 77032

Company Website: www.lonestareg.com

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: keithg@lonestareg.com

Internet Contact: Keith Gould Phone: 713-376-9585

Alternate E-mail Address: davidb@lonestareg.com

Alternate Internet Contact: David Bessolo Phone: 281-706-1354



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

Fax Number: _____

Fax Contact: _____

Phone: _____



Purchase orders may be received by any Designated Dealer identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

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: keith@lonestareg.com

Alternate E-mail Address: davidb@lonestareg.com



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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:

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

☒ Service fee invoices and related communications should be provided directly to my company at:

Mailing address: 4553 Aldine Bender Department: _____
City: Houston State: Texas Zip Code: 77032
Contact Name: Melissa Warren Phone: 800-322- 4702
Fax: 832-534-4148 E-mail Address: melissaw@lonestareg.com
Alternative E-mail Address: brad@lonestareg.com

☐ In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent**:

Mailing address: _____ Department: _____
City: _____ State: _____ Zip Code: _____
Contact Name: _____ Phone: _____
Fax: _____ E-mail Address: _____
Alternative E-mail Address: _____

☐ In lieu of my company, I request and authorize service fee invoices to be provided to the Designated Dealer(s) receiving the purchase order(s) to which the invoiced service fees relate at the address and contact information designated on my company's Dealer Designation form as provided to the Cooperative administrator.**

**** If Vendor authorizes a billing agent or Designated Dealer(s) to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.**



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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.

Lone Star Emergency Group

Company Name

Brad Fullington

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. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

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.

Lone Star Emergency Group

Company Name

Brad Fullington

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 contractor 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.

Lone Star Emergency Group

Company Name


Signature of Authorized Company Official

Brad Fullington

Printed Name



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NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270)

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Lone Star Emergency Group

Company Name


Signature of Authorized Company Official

Brad Fullington

Printed Name

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Lone Star Emergency Group

Company Name


Signature of Authorized Company Official

Brad Fullington

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 38 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.

Lone Star Emergency Group

Company Name

Brad Fullington

Printed Name



Signature of Authorized Company Official



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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Procurement and 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, available at buyboard.com/Vendor/Resources.aspx, 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. A copy of the Advisory can also be provided upon request.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, 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.

Lone Star Emergency Group

Company Name


Signature of Authorized Company Official

Brad Fullington

Printed Name

03/22/2018

Date



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DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal 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 or an attachment to this form. 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, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Please check (✓) one of the following:

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

Deviations submitted by vendor ***have been accepted*** by BuyBoard.

Connie W Burkett, CTSBS
BuyBoard Contract Administrator

List and fully explain any deviations you are submitting:

2-Door Commercial Chassis will be provided with 2 seats IPO a bench seat.

PLEASE PROVIDE THE FOLLOWING INFORMATION:

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

Fire Apparatus will be driven to customer under its own power.

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

Payment due on delivery and acceptance of fire apparatus.

3. Number of Days for Delivery: Varies by product ARO

4. Vendor Reference/Quote Number: BuyBoard2018

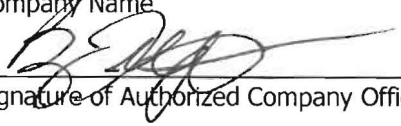
5. State your return policy: Returns of fire apparatus not allowed

6. Are electronic payments acceptable? ☒ Yes ☐ No

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

Lone Star Emergency Group

Company Name


Signature of Authorized Company Official

Brad Fullington

Printed Name



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LOCATION / AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

Lone Star Emergency Group

Company Name

24635 Interstate 45 Bldg. H

Address

Spring

Texas

77380

City

State

Zip

800-332-4702

832-534-4148

Phone Number

Fax Number

David Bessolo

Contact Person

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person



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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative's administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below and have this form signed by an official of your company authorized to make such designation. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name

Designated Dealer Address

City

State

Zip

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* (***attach W-9**)

Designated Dealer Contact Person

Your Company Name

Signature of Authorized Company Official

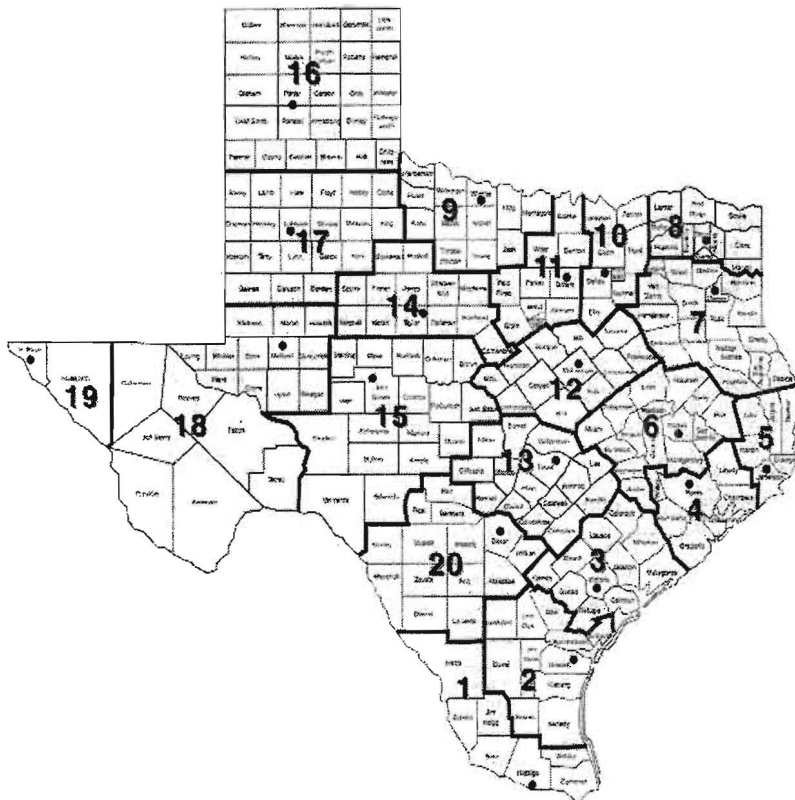


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TEXAS REGIONAL SERVICE DESIGNATION

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. ***If you propose to serve different regions for different products or services included in your proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.*** 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 |

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

Lone Star Emergency Group

Company Name

Signature of Authorized Company Official

Brad Fullington

Printed Name



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If this Texas Regional Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

All



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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.)*

If you serve different states for different products or services included in your proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.

Please check (✓) all that apply:

☐ 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 | |



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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.

Lone Star Emergency Group

Company Name

Brad Fullington

Printed Name


Signature of Authorized Company Official

If this State Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

All



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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.
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.



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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.

Lone Star Emergency Group

Name of Vendor

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

Signature of Authorized Company Official

571-18

Proposal Invitation Number

Brad Fullington

Printed Name of Authorized Company Official

3/22/2818

Date



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FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide its members with the best services and products at the best prices available from vendors with the technical resources and ability to serve Cooperative members. 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: \$ 0.00. (The period of the 12 month period is ____/____). 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. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. U.S. Communities Purchasing Alliance			
4. National IPA/TCPN			
5. Houston-Galveston Area Council (HGAC)	Y	N	Fire Apparatus
6. National Joint Powers Alliance (NJPA)			
7. E&I Cooperative			
8. The Interlocal Purchasing System (TIPS)			
9. 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 in the same contract category as proposed in this Proposal Invitation, 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 (%): _____ **Proposed Discount (%):** _____

Explanation: _____



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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.

Lone Star Emergency Group

Company Name



Signature of Authorized Company Official

Brad Fullington

Printed Name



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GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative may determine 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#	Email Address	Discount	Quantity/ Volume
1. Richardson Fire Department,	Ernie Ramos,	972-744-4421,	ernie.ramos@cor.gov		
2. Rockwall Fire Department,	Chief Brett Merritt,	241-460-8651,	bmerritt@rockwall.com		
3. Crosby Fire Department,	Chief Alan Kulak,	281-932-1465,	akkulak@comcast.net		
4. Atascocita Fire Department,	Chief Mike Mulligan,	281-852-2181,	mmulligan@avfd.com		
5. Rowlett Fire Department,	Chief Neal Howard,	972-412-6230,	nhoward@rowlett.com		

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:

Multi Truck Discounts

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

Lone Star Emergency Group

Company Name

Signature of Authorized Company Official

Brad Fullington

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: Explain 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.

Lone Star Emergency Group will advertise BuyBoard on social media and at trade shows.

Lone Star Emergency Group

Company Name

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

Signature of Authorized Company Official

Brad Fullington

Printed Name



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CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, including catalogs and pricelists, 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 notify Vendor or 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: The E-One name and logo and Lone Star Emergency Group name and logo are copyrighted.

(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.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publically release, including posting on the public BuyBoard website, a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

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.

Lone Star Emergency Group

Company Name



Signature of Authorized Company Official

Brad Fullington

Printed Name

03/22/2018

Date



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VENDOR BUSINESS NAME

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: HFJ Group LLC

*(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: 82-3201330

*(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.)*

Lone Star Emergency Group

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.

Name (as shown on your income tax return) HFJ, LLC D/B/A Lone Star Emergency Group	
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) C ☐ Other (see instructions) ▶	
Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
Address (number, street, and apt. or suite no.) 24635 I-45 Building H City, state, and ZIP code Spring, TX 77380 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on 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									
8	2	-	3	2	0	1	3	3	0

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 ▶

2/6/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov 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

(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 complete 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.

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.



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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.

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 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.

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.

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.



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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.

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.

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.

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).

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.

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.



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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 No.	Vendor Certification: YES, I agree or NO, I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms	YES	
2. Termination for Cause or Convenience	NO	
3. Equal Employment Opportunity	YES	
4. Davis-Bacon Act	YES	
5. Contract Work Hours and Safety Standards Act	YES	
6. Right to Inventions Made Under a Contract or Agreement	YES	
7. Clean Air Act and Federal Water Pollution Control Act	YES	
8. Debarment and Suspension	YES	
9. Byrd Anti-Lobbying Amendment	YES	
10. Procurement of Recovered Materials	YES	
11. Profit as a Separate Element of Price	YES	
12. General Compliance and Cooperation with Cooperative Members	YES	

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.

Lone Star Emergency Group

Company Name

Signature of Authorized Company Official

Brad Fullington

Printed Name



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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. **You must submit the signed questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

Lone Star Emergency Group has been in business since November 2017.

The company is not currently for sale

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Lone Star Emergency Group is a fully staffed dealership with a statewide sales force and mobile and shop technicians for servicing fire apparatus.

Service locations in Houston, Dallas, and Lubbock

3. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

Lone Star Emergency Group has the backing of the REV Group (The parent company of E-One). Lone Star maintains 10,000,000 in insurance.



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4. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

None

5. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

None

6. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

None

By signature below, I certify that the information contained in and/or attached to this Proposal Invitation Questionnaire in response to the above questions is true and correct and that I am authorized by my company to make this certification.

Lone Star Emergency Group

Company Name

Signature of Authorized Company Official



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REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

- ☒ Completed: **Proposer's Agreement and Signature**
- ☒ Completed: **Vendor Contact Information**
- ☒ Completed: **Felony Conviction Disclosure and Debarment Certification**
- ☒ Completed: **Resident/Nonresident Certification**
- ☒ Completed: **No Israel Boycott Certification**
- ☒ Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- ☒ Completed: **Historically Underutilized Business (HUB) Certification**
- ☒ Completed: **Construction Related Goods and Services Affirmation**
- ☒ Completed: **Deviation/Compliance**
- ☒ Completed: **Location/Authorized Seller Listings**
- ☒ Completed: **Manufacturer Dealer Designation**
- ☒ Completed: **Texas Regional Service Designation**
- ☒ Completed: **State Service Designation**
- ☒ Completed: **National Purchasing Cooperative Vendor Award Agreement**
- ☒ Completed: **Federal and State/Purchasing Cooperative Experience**
- ☒ Completed: **Governmental References**
- ☒ Completed: **Marketing Strategy**
- ☒ Completed: **Confidential/Proprietary Information**
- ☒ Completed: **Vendor Business Name with IRS Form W-9**
- ☒ Completed: **EDGAR Vendor Certification**
- ☒ Completed: **Proposal Invitation Questionnaire**
- ☒ Completed: **Required Forms Checklist**
- ☒ Completed: **Proposal Specification Form with Catalogs/Pricelists**

**Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*



Proposal Invitation No. 571-18-Fire Service Apparatus Vehicles

(Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.¹)

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All trucks must comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. 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 and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the 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: Commercial Class "A" Pumpers and Tankers

Item No.	Short Description	Full Description	Base Model Price	State Brand and Model (include body, chassis and engine)	Options
1	2-Dr. Cab, 35000# GVW, 300 HP Automatic, A/C	2-Dr. Cab, 35000# GVW, 300 HP Automatic, A/C1250 GPM Pump, 750 gallon poly tank, 100 cu. Ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment, diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels.	\$238,010	E-One/Freightliner M2 Pumper 300 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
			\$241,213	E-One/International 4400 Pumper 300 HP	
			\$247,913	E-One/Kenworth T370 Pumper 380 HP	
			\$260,009	E-One/Peterbilt 348 Pumper 380 HP	
2	2-Dr. Cab, 35000# GVW, 350 HP Automatic, A/C	1500 GPM Pump, 750 gallon poly tank, 100 cu. Ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment, Diesel 350 HP engine, heavy duty cooling, 270 amp alternator, Allison HD series automatic transmission, Full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels.	\$248,108	E-One/Freightliner M2 Pumper 350 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
			\$251,150	E-One/International 4400 Pumper 350 HP	
			\$257,716	E-One/Kenworth T370 Pumper 380 HP	
			\$268,828	E-One/Peterbilt 348 Pumper 380 HP	

PROPOSAL NOTE:

1. Detailed specification sheets and a options pricelist must be submitted with proposal.



Proposal Invitation No. 571-18-Fire Service Apparatus Vehicles

(Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.¹)

Item No.	Short Description	Full Description	Base Price	State Brand and Model (include body, chassis and engine)	Options
3	2-Dr. Cab, 40000# GVW, 300 HP Automatic, A/C	1250 GPM Pump, 1500 gallon poly tank, 100 cu. Ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment, Diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, Full air brakes, 12.0 copressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2 door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels.	\$263,310 \$261,136 \$ <u>268,550</u> \$280,630	E-One/Freightliner M2 Tanker 300 HP E-One/International 7400 Tanker 300 HP E-One/Kenworth T370 Tanker 380 HP E-One/Peterbilt 348 Tanker 380 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
4	2-Dr. Cab, 54000# GVW, 350 HP Automatic, A/C	1500 GPM Pump, 2500 gallon poly tank, 100 cu. Ft. compartment space, side mount pump panel, rear Newton electric dump, NFPA 1901, all manufacturer's standard equipment, diesel 350 HP engine, heavy duty cooling, 270 amp alternator, Allison HD series automatic transmission, full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels.	\$295,889 \$290,107 \$ <u>\$305,215</u> \$315,683	E-One/Freightliner M2 Tanker 350 HP E-One/International 7400 Tanker 350 HP E-One/Kenworth T370 Tanker 380 HP E-One/Peterbilt 348 Tanker 380 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
5	2-Dr. Cab, 35000# GVW, 300 HP Automatic, A/C	1250 GPM Pump, 750 gallon poly tank, 100 cu. Ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment.	\$250,530 \$ <u>\$249,441</u>	E-One/Freightliner M2 Pumper 300 HP E-One/International 4400 Pumper 300 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

PROPOSAL NOTE:

1. Detailed specification sheets and a options pricelist must be submitted with proposal.



Proposal Invitation No. 571-18-Fire Service Apparatus Vehicles

(Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.¹)

Item No.	Short Description	Full Description	Base Price	State Brand and Model (include body, chassis and engine)	Options
6	4-Dr. Cab, 35000# GVW, 300 HP, Automatic, A/C	1250 GPM Pump, 750 gallon poly tank, 100 cu. Ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment.	\$250,530 \$ <u>\$249,441</u>	E-One/Freightliner M2 Pumper 300 HP E-One/International 4400 Pumper 300 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
Section II: Custom Cab Class "A" Pumpers and Tankers					
7	Custom MFD tilt 4-Dr. Cab, 330 HP Automatic, A/C	1250 GPM Pump, 750 gallon poly tank, 100 cu. Ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment.	\$ <u>\$352,646</u>	E-One Typhoon L9 330 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
8	Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C	1500 GPM Pump, 750 gallon poly tank, 100 cu. Ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment.	\$ <u>\$400,324</u>	E-One Cyclone II L9 400 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

PROPOSAL NOTE:

1. Detailed specification sheets and a options pricelist must be submitted with proposal.



Proposal Invitation No. 571-18-Fire Service Apparatus Vehicles

(Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.¹)

Item No.	Short Description	Full Description	Base Price	State Brand and Model (include body, chassis and engine)	Options
9	Custom MFD tilt 4-Dr. Cab, 330 HP Automatic, A/C	1250 GPM Pump, 750 gallon poly tank, 200 cu. Ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment.	\$ <u>\$379,160</u>	E-One Typhoon L9 330 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
10	Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C	1500 GPM Pump, 750 gallon poly tank, 200 cu. Ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment.	\$ <u>\$421,334</u>	E-One Cyclone II L9 400 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
11	Custom MFD tilt 4-Dr. Cab, 330 HP Automatic, A/C	1250 GPM Pump, 1500 gallon poly tank, 100 cu. Ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment.	\$ <u>\$370,531</u>	E-One Typhoon L9 330 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
12	Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C	1500 GPM Pump, 1500 gallon poly tank, 100 cu. Ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment.	\$ <u>\$419,222</u>	E-One Cyclone II L9 400 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

PROPOSAL NOTE:

1. Detailed specification sheets and a options pricelist must be submitted with proposal.



Proposal Invitation No. 571-18-Fire Service Apparatus Vehicles

(Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.¹)

Item No.	Short Description	Full Description	Base Price	State Brand and Model (include body, chassis and engine)	Options
13	Custom MFD tilt 4-Dr. Cab, 330 HP Automatic, A/C	1250 GPM Pump, 2500 gallon poly tank, 100 cu. Ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment.	\$ <u>\$415,435</u>	E-One Typhoon L9 330 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
14	Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C	1500 GPM Pump, 2500 gallon poly tank, 100 cu. Ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment.	\$ <u>\$453,947</u>	E-One Typhoon L9 400 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
15	Custom MFD tilt 4-Dr. Cab, 400 HP Automatic, A/C	1500 GPM Pump, 3000 gallon elliptical tank, 60 cu. Ft. compartment space, side mount pump panel, (2) side and (1) rear Newton electric dump, NFPA 1901, all manufacturer's standard equipment.	\$ <u>No Bid</u>	No Bid	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
Section III: Aerial Ladder and Aerial Platform Devices					
16	Custom MFD tilt, 4-Dr. Cab, 330 HP Automatic, A/C	1500 GPM Pump, 400 gallon poly tank, 150 cu. Ft. compartment space, single axle body, 75' aerial ladder rear mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment.	\$ <u>\$628,980</u>	E-One Typhoon HP75 L9 450 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

PROPOSAL NOTE:

1. Detailed specification sheets and a options pricelist must be submitted with proposal.



Proposal Invitation No. 571-18-Fire Service Apparatus Vehicles

(Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.¹⁾)

Item No.	Short Description	Full Description	Base Price	State Brand and Model (include body, chassis and engine)	Options
17	Custom MFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C	1500 GPM Pump, 400 gallon poly tank, 150 cu. Ft. compartment space, single axle body, 75' aerial ladder rear mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment.	\$ <u>\$707,631</u>	E-One Cyclone II HP78 L9 450 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
18	Custom MFD tilt, 4-Dr. Cab, 400 hHP Automatic, A/C	1500 GPM Pump, 300 gallon poly tank, 150 cu. Ft. compartment space, tandem axle, 100' aerial ladder rear mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment.	\$ <u>\$920,790</u> \$ <u>\$927,241</u>	E-One Cyclone II HP100 Ladder ISX 500 HP E-One Cyclone II HPS105 Ladder ISX 500 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
19	Custom MFD tilt 4-Dr. Cab, 400 HP, Automatic, A/C	1500 GPM Pump, 300 gallon poly tank, 150 cu. Ft. compartment space, tandem axle, 85' to 95' aerial ladder platform rear mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment.	\$ <u>\$998,501</u>	E-One Cyclone II HP95 Platform ISX 500 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
20	Custom MFD tilt, 4-Dr. Cab, 400 HP, Automatic, A/C	1500 GPM Pump, 300 gallon poly tank, 150 cu. Ft. compartment space, tandem axle, 100'+ aerial ladder platform rear mount, NFPA 1901, all manufacturer's standard equipment.	\$ <u>\$1,058,281</u> \$ <u>\$1,057,861</u>	E-One Cyclone II HP100 Platform ISX 500 HP E-One Cyclone II HPS100 Platform ISX 500 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
21	Custom MFD tilt, 4-Dr. Cab, 400 HP, Automatic, A/C	1500 GPM Pump, 200 gallon poly tank, maximum compartment space, tandem axle, 100'+ aerial platform articulating style, NFPA 1901, all manufacturer's standard equipment.	\$ <u>\$1,341,135</u>	E-One Cyclone II RLP 116+ Bronto ISX 500 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

PROPOSAL NOTE:

1. Detailed specification sheets and a options pricelist must be submitted with proposal.



Proposal Invitation No. 571-18-Fire Service Apparatus Vehicles

(Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.¹⁾)

Item No.	Short Description	Full Description	Base Price	State Brand and Model (include body, chassis and engine)	Options
22	Custom MFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C	1500 GPM Pump, 400 gallon poly tank, 150 cu. Ft. compartment space, single axle body, 75' aerial ladder mid-mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment.	\$ No Bid	No Bid	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
23	Custom MFD tilt, 4-Dr. Cab, 400 HP, Automatic, A/C	1500 GPM Pump, 300 gallon poly tank, 150 cu. Ft. compartment space, tandem axle, 100' aerial ladder mid-mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment.	\$ No Bid	No Bid	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
24	Custom MFD tilt, 4-Dr. Cab, 400 HP, Automatic, A/C	1500 GPM Pump, 300 gallon poly tank, 150 cu. Ft. compartment space, single axle, 70-85' aerial ladder platform mid-mount, NFPA 1901, all manufacturer's standard equipment.	\$ No Bid	No Bid	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
25	Custom MFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C	1500 GPM Pump, 300 gallon poly tank, 150 cu. Ft. compartment spae, tandem axle, 85' to 95' aerial ladder platform mid-mount, NFPA 1901, all manufacturer's standard equipment.	\$ \$1,113,349	E-One Cyclone II HP95 Mid Mount Platform ISX 500 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
26	Custom MFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C	1500 GPM Pump, 300 gallon poly tank, 150 cu. Ft. compartment space, tandem axle, 100'+ aerial ladder platform midmount, NFPA 1901, all manufacturer's standard equipment.	\$ No Bid	No Bid	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

PROPOSAL NOTE:

1. Detailed specification sheets and a options pricelist must be submitted with proposal.



Proposal Invitation No. 571-18-Fire Service Apparatus Vehicles

(Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.¹)

Section IV: Rescue Vehicles, Non-Walk-In Style					
Item No.	Short Description	Full Description	Base Price	State Brand and Model (include body, chassis and engine)	Options
27	2-Dr. Cab, 35000# GVW, 300 HP Automatic, A/C	Non Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays, diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels.	\$258,223 \$252,149 \$ _____ \$317,765 \$272,813	E-One/International 4400 NWR Rescue 300 HP E-One/Freightliner M2 NWR Rescue 300 HP Kenworth T370 NWR Rescue 380 HP Peterbuilt 348 NWR Rescue 380 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
28	4 Dr. Cab, 35000# GVW, 300 HP, Automatic, A/C	Non Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays, diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 4-door with individual air ride driver seat, SCBA high back officer seat, 3 SCBA high back crew seats with SCBA brackets west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels.	\$264,437 \$263,130 \$ _____	E-One/International 4400 NWR Rescue 300 HP E-One/Freightliner M2 NWR Rescue 300 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
29	Custom MFD tilt, 4-Dr. Cab, 330 HP, Automatic, A/C, Raised Roof	Non Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays.	\$ _____ \$377,348	E-One Typhoon NWR Rescue 350 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

PROPOSAL NOTE:

1. Detailed specification sheets and a options pricelist must be submitted with proposal.



Proposal Invitation No. 571-18-Fire Service Apparatus Vehicles

(Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.¹⁾)

Item No.	Short Description	Full Description	Base Price	State Brand and Model (include body, chassis and engine)	Options
30	Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C, Raised Roof	Non Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays.	\$ <u>\$394,492</u>	E-One Typhoon NWR Rescue 400 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
31	2-Dr. Cab, 60" cab to axle, A/C	Non Walk-In 10' Light Duty rescue, maximum compartment space, 5Kw Honda generator, roll up doors, 4 shelves, 2 roll out trays, 12,500# GVW, 250 HP diesel engine, heavy duty cooling, dual 110 amp alternator, automatic transmission, power disc front and rear brakes, standard frame, chrome front bumper, minimum 30 gallon fuel tank, 2 door cab with bench seat, mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel disc wheels.	\$ No Bid	No Bid	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
32	2-Dr. Cab, 84" cab to axle, A/C	Non Walk-In 12' Light Duty rescue, maximum compartment space, 5Kw Honda generator, roll up doors, 4 shelves, 2 roll out trays, 12500# GVW, 250 HP diesel engine, heavy duty cooling, dual 110 amp alternator, automatic transmission, power disc front and rear brakes, standard frame, chrome front bumper, minimum 30 gallon fuel tank, 2-door cab with bench seat, mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel disc wheels.	\$ <u>\$162,684</u>	Ford F550 Non Walk- In Rescue	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

PROPOSAL NOTE:

1. Detailed specification sheets and a options pricelist must be submitted with proposal.



Proposal Invitation No. 571-18-Fire Service Apparatus Vehicles

(Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.¹)

Item No.	Short Description	Full Description	Base Price	State Brand and Model (include body, chassis and engine)	Options
Section V: Rescue Vehicles, Walk-In Style					
33	2-Dr. Cab, 35000# GVW, 300 HP Automatic, A/C	Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays, diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, Full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels.	\$262,848 \$259,251 \$ <u>324,553</u> \$280,019	E-One/International 4400 WIR Rescue 300 HP E-One/Freightliner M2 WIR Rescue 300 HP E-One/Kenworth T370 WIR Rescue 380 HP E-One/E-One/Peterbilt 348 WIR Rescue 380 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
34	4-Dr. Cab, 35000# GVW, 300 HP, Automatic, A/C	Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays, diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, Full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 4-door with individual air ride driver seat, SCBA high back officer seat, 3 SCBA high back crew seats with SCBA brackets west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels.	\$271,392 \$ <u>273,000</u>	E-One/International 4400 Walk-In Rescue 300 HP E-One/Freightliner M2 Walk-In Rescue 300 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
35	Custom MFD tilt, 4-Dr. Cab, 330 HP Automatic, A/C, Raised Roof	Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays.	\$ <u>\$395,403</u>	E-One Typhoon Walk-In Rescue 350 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
36	Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C, Raised Roof	Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays.	\$ <u>\$421,424</u>	E-One Cyclone II Walk-In Rescue 350 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

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Item No.	Short Description	Full Description	Base Price	State Brand and Model (include body, chassis and engine)	Options
37	2-Dr. Cab, 84" cab to axle, A/C	Walk-In 12' Light Duty rescue, maximum compartment space, 5Kw Honda generator, roll up doors, 4 shelves, 2 roll out trays, 15,000# GVW, 250 HP diesel engine, heavy duty cooling, duel 110 amp alternator, automatic transmission, power disc front and rear brakes, standard frame, chrome front bumper, minimum 30 gallon fuel tank, 2-door cab with bench seat, mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel disc wheels.	\$ No Bid	No Bid	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
38	2-Dr. Cab, 170" cab to axle, A/C	Walk-In 14' Light Duty rescue, maximum compartment space, 5Kw Honda generator, roll up doors, 4 shelves, 2 roll out trays, 20,000# GVW, diesel 240 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, Full air brakes, 12.0 compressor, steel channel frame, 170" cab to axle, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel disc wheels.	\$ No Bid	No Bid	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
Section VI: Quick Attack and Brush Type Vehicles					
39	2-Dr. Cab, 4x2, 60" C/A, A/C, 15,000# GVW	Aluminum body, maximum compartment space, 300-340 gallon poly tank, booster reel with hose, 26HP diesel powered pump.	\$ <u>121,164</u>	Lone Star Brush Truck Ford F550	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
40	2-Dr. Cab, 4x4, 60" C/A, A/C, 15,000# GVW	Aluminum body, maximum compartment space, 300-340 gallon poly tank, booster reel with hose, 26HP diesel powered pump.	\$ No Bid	No Bid	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

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Item No.	Short Description	Full Description	Base Price	State Brand and Model (include body, chassis and engine)	Options
41	2-Dr. Cab, 4x4, 60" C/A, A/C, 15,000# GVW	Aluminum body, maximum compartment space, 300 gallon poly tank, booster reel with hose, 26HP diesel powered pump, CAFS foam system with FoamPro 1600 or equal, 20 gallon foam cell.	\$ No Bid	No Bid	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
42	2-Dr. Cab, 4x2, 17500# GVW, 275 HP Diesel	Aluminum Body, 500 gallon poly tank, booster reel with hose, 100 gpm pump.	\$ No Bid	No bid	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
43	4-Dr. Cab, 4x4, 17500# GVW, 275 HP Diesel, manual transmission	Aluminum Body, maximum compartment space, 250 gallon poly tank, 500 gpm PTO pump.	\$ No Bid	No bid	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
44	2-Dr. Cab, 4x4, 17500# GVW, 275 HP Diesel, manual transmission	Aluminum body, maximum compartment space, 300 gallon poly tank, 500 gpm pump.	\$ No Bid	No Bid	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

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Item No.	Short Description	Full Description	Base Price	State Brand and Model (include body, chassis and engine)	Options
45	2-Dr. Cab, 4x2, 300 HP, Automatic, A/c	Aluminum Body, maximum compartment space, 500 gallon poly tank, 50 gallon foam, booster reel with hose, 400 gpm diesel driven pump with FoamPro 2100 system or equal.	\$ No Bid	No Bid	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Section VII: OPTIONAL EQUIPMENT and PARTS- Options will be selected by the Cooperative member at the time of order. A COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND PARTS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist	Exceptions to Discount
46	Discount (%) Off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off catalog/pricelist for all Original Equipment Manufacturer (OEM) Options. Catalog/Pricelist MUST be included or proposal will not be considered.	0 %		
47	Discount (%) Off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off catalog/pricelist for all Third Party (not OEM) and Unpublished Options and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.	0 %		

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Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist	Exceptions to Discount
48	Discount (%) Off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Parts	Please state the discount (%) off catalog/pricelist for all Original Equipment Manufacturer (OEM) Parts. Catalog/Pricelist MUST be included or proposal will not be considered.	0 _____ %		
49	Discount (%) Off Catalog/Pricelist for Extended Service Maintenance Agreements	Please state the discount (%) off catalog/pricelist for all Extended Service Maintenance Agreements. Catalog/Pricelist MUST be included or proposal will not be considered.	0 _____ %		
50	Discount (%) Off Catalog/Pricelist for Floor Plan Insurance and Lot Insurance	Please state the discount (%) off catalog/pricelist for Floor Plan Insurance and Lot Insurance (dealer inventory fire service apparatus vehicle). Catalog/Pricelist MUST be included or proposal will not be considered.	0 _____ %		
51	Discount (%) Off Catalog/Pricelist for Other Fire Apparatus Products and Services	Please state the discount (%) off catalog/pricelist for all Other Fire Apparatus Products and Services (refurbishing, modification, uplifting, remounting services and equipment). Catalog/Pricelist MUST be included or proposal will not be considered.	0 _____ %		

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Section VIII: Delivery Fees and Labor Rate for Installation and Repair Service of Fire Service Apparatus Vehicles					
Item No.	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
52	Not to Exceed Hourly Labor Rate for Installation and Repair Service of Fire Apparatus Equipment and Products	Hourly Labor Rate for Installation and Repair Service of Fire Apparatus Equipment and Products -- State the <u>Not to Exceed</u> hourly labor rate for Installation/Repair Service of Equipment and Products.	\$ <u>N/A</u> /Hour		
53	Per Mile Delivery Fee for Fire Service Apparatus Vehicles	Per Mile Delivery Fee for Fire Apparatus -- State the per mile delivery fee for fire service apparatus vehicles.	\$ <u>Included</u> /Mile		

PROPOSAL NOTE:

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Apparatus Specifications

Lone Star Emergency Group

BuyBoard Proposal

571-18

03/22/2018



ITEM #1
Pumper
International 4400



Fire Apparatus Quotation for:
BUYBOARD COOPERATIVE PURCHASING
International Chassis
Item #1



Quotation Number: 90455 Rev: 5

Unit Description: PMPR-COMM

Quote Description: Pumper, Commercial Chassis

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
3090-0007	Hosebed hoseload allowance on the apparatus shall be 1200 lbs.	1	
3340-1137-12B	Equipment allowance on the apparatus shall be 2000 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
CHASSIS PREP			
1020-0011	Commercial Chassis Prep for E-1supplied International chassis	1	
TIRE OPTIONS			
1060-0117	RWC AirGuard LED tire pressure monitoring valve stem caps (6) for single rear axle applications.	1	
AIR SYSTEM OPTIONS			
1110-0010-277	Air inlet. To charge brake system. Commercial chassis only. Location: driver's door step area.	1	
ENGINES & TRANSMISSIONS			
1200-0126	Commercial chassis speed to be electronic limited and not to exceed a maximum of 68 MPH. Note: Speed rating may be lower based on OEM tire ratings/top speed limitations provided on chassis.	1	
1200-0357	Cummins L9 engine, 300 HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed	1	
CHASSIS OPTIONS			

Salescode	Extended Description	Qty	
CHASSIS OPTIONS			
1680-0011	Tow eyes rear below body, painted.	1	
1680-0078	Tow hooks front OEM. Not available with extended E-ONE installed front bumper. Tow hooks are OEM supplied with chassis.	1	
1680-0106	OEM chassis step package for International 4000 and 7000 series. Includes mounting plate for the battery charger receptacle and air inlet.	1	
CAB MODEL			
1500-0010	Two door International 4400 4x2.	1	
CAB BADGE PACKAGE			
1610-0000	Cab and body to have applicable E-ONE logos.	1	
CAB DOOR OPTIONS			
1550-0227	Reflective striping shall be installed on commercial cab doors, visible when the door is open, meeting NFPA requirement of 96 sq. in. coverage for each door.	1	
MISC EXTERIOR CAB OPTIONS			
1675-0007	Diesel fuel only label.	1	
SEATS			
1685-0012	Seating capacity tag of two occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0450	Center control console painted black Zolatone. Locate in cab between driver and officer. Includes area for NFPA siren, electrical, and in-cab controls (as applicable) switching.	1	
CAB ELECTRICAL OPTIONS			
1750-0059-277-04	Receptacle inlet 20 amp with a Yellow cover. Location: driver's door step area.	1	
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	
BODY COMPT LEFT SIDE			
3100-0096	Driver side body with full height 42" wide forward and 42" wide rearward compartmentation. Includes (1) 56" wide compartment over the wheel well.	1	
BODY COMPT RIGHT SIDE			
3120-0005	Officer half side body with 42" wide forward and 42" wide rearward compartmentation. Includes adjustable ladder tracks.	1	
BODY COMPT REAR			

Salescode	Extended Description	Qty	
BODY COMPT REAR			
3110-0005	Full Height Rear Compartment. Includes smooth plate panels.	1	
3110-0034	Upper rear compartment depth to be shallow.	1	
3340-0080	Bolt-on diamond plate 18" tailboard (full width of body). Includes (2) squared off beavertails (no stanchions) with removable outer panels and handrails- (2) vertical on trailing edge of body and horizontal mounted handrail(s) below hosebed.	1	
DOORS			
3300-0017-004	Door roll up short (up to 45") with satin finish ROM. Location(s): L2.	1	
3300-0019-003	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L1.	1	
3300-0019-005	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L3.	1	
3300-0019-027	Door roll up tall (greater than 45") with satin finish ROM. Location(s): B1.	1	
3300-0289-015	Door double vertical hinged w/rotary latches - painted . Location(s): R1 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0289-016	Door double vertical hinged w/rotary latches - painted . Location(s): R2 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
COVERS			
3305-0007-000-13	Vinyl Black hose bed cover with attached rear flap(s).	1	
3305-0008-000-13	Vinyl Black crosslay cover with attached side flaps.	1	
PUMP MODULE			
3130-0167	Pump module to be 76" wide (side to side). Includes upper, lower, crosswalk, speedlay and tranverse module(s) if applicable.	1	
3130-0523	Side mount pump module. Extruded aluminum with runningboards.	1	
3130-0532	Pump panel opening is 39" wide. Pumper / tanker only.	1	
3130-0539	Pump module height is 75". Pumper / tanker only.	1	
PUMP PANELS			
3134-0016	Stainless steel driver and officer side pump panels.	1	
3134-0143	Officer side pump panel to be vertical hinged on forward extrusion. Panel to be (3) pieces with upper (2) panels secured in the closed position with push button latches. Upper panel to be held open with gas shock.	1	
MISC PUMP PANEL OPTIONS			

Salescode	Extended Description	Qty	
MISC PUMP PANEL OPTIONS			
4460-0003	Pump panel tags color coded per NFPA compliance.	1	
PUMP MODULE OPTIONS			
3136-0058	E-ONE logo mounted one each side on pump module/preconnect panels. Logos to be sized as applicable to available space on panels.	1	
3136-0138	Pump module storage pan.	1	
3136-0139	Crosslay double 7.5" wide each to hold up to 200' of 2.0" DJ hose (each).	1	
WATER TANK			
4010-0099	Fill tower(s) to be located offset to officer side of water tank.	1	
4010-0176	780 Gallon "T" Water Tank. UPF Poly III color fill towers. Note: Any foam cell(s) and/or storage options through the tank will reduce the overall water capacity.	1	
TANK PLUMBING			
4450-0010	2" tank fill Akron manual valve.	1	
4450-0119	3" tank to pump Akron manual valve w/4" tank connection.	1	
LADDER STORAGE / RACKS			
3365-0031	Hard Suction Storage Rack. Officer side in adjustable track above ladders (if applicable). Includes spring hold downs and scuff plates.	2	
3365-0049	Brand of ladders capable of being carried on unit to be Alco-Lite.	1	
3365-0087-C57	The length of ladders capable of being stored shall be the following: 24' 2-section and 14' roof ladder.	1	
HANDRAILS / STEPS			
3330-0277	Innovative Controls dual lighted LED folding steps rear NFPA. Includes folding steps on driver side rear of the body. (staggered stepped as applicable with tailboard depth) for NFPA hosebed access and handrail mounted on driver side upper hosebed side (as applicable).	1	
MISC BODY OPTIONS			
3340-0004	Hosebed above the booster tank. Includes forward hosebed and tower(s) cover plate work (as applicable). Hosebed adjustable divider extrusion rearward of the furthest tower is to run full width of the hosebed (as is practical with other hosebed mounted equipment).	1	
3340-0015	Diamond plate single axle wheel well. Includes bolt-on composite wheel well liners and aluminum trim fenderettes.	1	
3340-0035	Divider Long. To run full length of hose bed (front to rear).	1	

Salescode	Extended Description	Qty	
MISC BODY OPTIONS			
3340-0074	Body mainframe and hosebed side assemblies for a 85" high body.	1	
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
3340-0110	The rear of each hose bed divider to have a hand hold cut-out(s).	1	
3340-0145	Rub rail for the body and pump area module(s).	1	
3340-0680	Body mainframe layout line to be 23". Includes body and all applicable modules.	1	
PUMPS			
4005-0030	Rating 1250 GPM	1	
4005-0195	Hale QFLO 750-1250 GPM pump, single stage. Requires primer option.	1	
PUMP CERTIFICATION			
4475-0000	Pump certification 750-2250 GPM	1	
PUMP OPTIONS			
4015-0029	Hale pressure relief valve.	1	
4015-0037	Engine throttle, vernier.	1	
4015-0053-198	Steamers to be Flush + 1". Location: driver's side.	1	
4015-0053-199	Steamers to be Flush + 1". Location: officer's side.	1	
4015-0098	Manual operated master pump drain. The master drain shall be clearly marked and placed in accessible location on pump panel.	1	
4015-0238	Hale electric primer (oil-less).	1	
INTAKES			
4440-0005	2.5" Left Intake Akron Manual Valve.	1	
INTAKE OPTIONS			
4445-0009	Intake relief valve, Akron.	1	
DISCHARGES AND PRECONNECTS			
4415-0012-654	1.5" Crosslay with Akron manual valve. Location: crosslay 1 & 2.	2	
4415-0014-581	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 1.	1	
4415-0014-582	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 2.	1	
4415-0016-583	2.5" Right Pump Panel Discharge Akron Manual Valve. Location: right side discharge 1.	1	

Salescode	Extended Description	Qty	
DISCHARGES AND PRECONNECTS			
4415-0022-350	2.5" Left Rear Discharge Akron Manual Valve. Location: left rear discharge.	1	
4415-0041	3" Deck Gun Discharge, Akron manual valve. (outlet shall terminate with MNPT threads unless extend gun is install)	1	
4417-0106-L65	Deck gun piping to be positioned centered in deck gun channel.	1	
DISCHARGE OPTIONS			
4417-0175	Innovative Controls push/pull valve controls with locking T handles.	1	
4417-0176	Innovative Controls 3/4" bleeder/drain valve include lift lever with ergonomic grip.	7	
4417-0185	Innovative Controls discharge and intake bezels with integral color code and verbiage for side mount pump panel.	1	
4417-0246	Dealer installed monitor, make and model as specified.	1	
GAUGES			
4435-0069	Class 1 ENFO IV system on pump operator's panel.	1	
4435-0083	Innovative Controls 10 LED SL series water tank level gauge. On pump panel.	1	
4435-0246	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel.	7	
4435-0247	4" Innovative Controls stainless steel case master pressure gauges with bezel. Intake 30-0-400, and discharge 0-400.	1	
ELECTRICAL SYSTEMS			
5010-0014-E12	Vehicle data recorder for commercial cab - 2009 / 2016 NFPA compliant. Includes occupant detection with display. Display location: outboard on driver's side overhead console.	1	
5010-0036	V-MUX Electrical system for pumper / tanker / rescue.	1	
5010-0059-339	VFD Text display for V-MUX electrical system. Location: center of dash.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0267	Light bar Whelen Justice model JE2NFPA 56" LED with clear lenses and MKEZ7 mounts. N/A on Vista roofs with front facing windows. Includes (4) red corner facing LIN6 LED lights, (6) forward facing CON3 Linear LED lights; (4) red, (2) white. Location: Centered on the front cab roof.	1	
WARNING LIGHT PACKAGES			
5550-0149-534	Whelen M6 Super LED lower level warning light package. Includes (10) red M6R	1	

Salescode	Extended Description	Qty	
WARNING LIGHT PACKAGES			
	LED light heads w/chrome flanges. Locate side facing lights: at forward most position, centered in rear wheel well, and on side of beavertail.		
WARNING LIGHTS			
5600-0078-479-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location rear upper body on aerial style brackets.	1	
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
SIRENS			
5500-0009	Federal PA300 electronic siren recessed mounted.	1	
5500-0024-B13	The primary electronic siren control is to be located center console.	1	
SPEAKERS			
5510-0028	Speaker Federal Dynamax ES100. Located officer's side behind tow hook. Navistar 4400 chassis only.	1	
DOT LIGHTING			
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0022	Marker light LED body package. Commercial pumper bodies only.	1	
5150-0102	Whelen M6 series LED vertical mount tail lights. Includes LED stop/tail, arrow turn and back-up lights with vertical 3 light housing and weatherproof connectors.	1	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0030	Ground light package LED - small.	1	
5380-0276	Compartment light package TecNiq T440 4" LED for small bodies.	1	
LIGHTS - DECK AND SCENE			
5390-0058-395	Deck Lights - Truck-Lite LED model 81380 (PR). Location: rear body/beavertail area on the trailing edge up high.	1	
5390-0216	Hose bed light Optronics LED model TLL44 Locate at front of hose bed. Switched with work light switch in cab.	1	
5390-0217	Crosslay light Optronics LED model TLL44. Locate to rear of crosslay (SM) and forward of crosslay (TM as applicable). Switched with work light switch in cab.	1	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
5400-0011	LED pump compartment light (EA).	1	

Salescode	Extended Description	Qty	
LIGHTS - NON-WARNING			
5400-0031	Pair of Cab Dome Large Lights mounted driver and officer side front. N/A on E-One Chassis. Required on Comm Chassis.	1	
5400-0259	TecNiq model E10 pump panel LED light package with (3) lights per side pump panel. Pump panels over 45" may require additional lights. Side mount only.	1	
CONTROLS / SWITCHES			
5100-0000-198	Foot switch to control air horns located driver's side.	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
ELBOWS			
7400-0012	Chrome discharge elbow 2.5" FNST x 2.5" Male 3.187 x 6 thread per inch with a 2.5" Female 3.187 x 6 thread per inch chrome rocker lug cap with chain, 45 Degree.	3	
HOSE / NOZZLES			
7700-0004	Hard suction hose 6" X 10'. Smooth bore, black rubber hard suction hose for heavy duty service. Built with a spiral wire helix, and nylon fabric reinforcement piles. Tube and cover are taut, black rubber that is age and abrasion resistant.	2	
GROUND LADDERS			
7800-0007	Alco-Lite PRL-14' roof ladder.	1	
7800-0016	Alco-Lite PEL-24' 2-section extension ladder.	1	
7800-0032	Alco-Lite FL-10, 10' folding ladder w/safety shoes.	1	
MISC LOOSE EQUIPMENT			
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0089	All applicable pump/pre-connect application modules are to have a sanded finish (not painted job color). Includes upper and lower pump modules, crosswalk module and/or speedlay/pre-connect module (as applicable). Rear mounted body/pump module to be painted job color.	1	
8100-0116	Rear body surface to have a sanded finish (not painted job color). Includes hinged doors that do not have discrete sales codes and removable panels.	1	
8100-0182-000-17	Paint Body - Small - For Pumpers, Rear Mounts, S/A Tankers/Wetsides and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	

Salescode	Extended Description	Qty	
EXTERIOR PAINT			
8100-0442-000-17	International cab paint (by chassis OEM). Paint to match FLNA3225E-1 Red.	1	
STRIPING			
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
GRAPHICS			
8400-0067	E-ONE logo with grey backing on M6 series vertical tail light housing (PR).	1	
WARRANTY / STANDARD			
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0005	10 Year Stainless Steel Plumbing Warranty - Statement of Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
9100-0039	1 year full warranty.	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	
Dealer Supplied Equipment			

ITEM #2

Pumper

Freightliner



Fire Apparatus Quotation for:
BUYBOARD COOPERATIVE PURCHASING
Freightliner Chassis
Item #2



Quotation Number: 72730 Rev: 12

Unit Description: PMPR-COMM

Quote Description: Pumper, Commercial Chassis

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
3090-0007	Hosebed hoseload allowance on the apparatus shall be 1200 lbs.	1	
3340-1137-12B	Equipment allowance on the apparatus shall be 2000 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
CHASSIS PREP			
1020-0010	Comm Chassis Prep E-1 supplied Freightliner.	1	
TIRE OPTIONS			
1060-0117	RWC AirGuard LED tire pressure monitoring valve stem caps (6) for single rear axle applications.	1	
AIR SYSTEM OPTIONS			
1110-0010-277	Air inlet. To charge brake system. Commercial chassis only. Location: driver's door step area.	1	
ENGINES & TRANSMISSIONS			
1200-0126	Commercial chassis speed to be electronic limited and not to exceed a maximum of 68 MPH. Note: Speed rating may be lower based on OEM tire ratings/top speed limitations provided on chassis.	1	
1200-0359	Cummins L9 350 HP engine for commercial chassis.	1	
CHASSIS OPTIONS			
1680-0011	Tow eyes rear below body, painted.	1	

Salescode	Extended Description	Qty	
CHASSIS OPTIONS			
1680-0078	Tow hooks front OEM. Not available with extended E-ONE installed front bumper. Tow hooks are OEM supplied with chassis.	1	
1680-0104	OEM chassis step package for Freightliner M2 series. Includes mounting plate for the battery charger receptacle and air inlet.	1	
CAB MODEL			
1500-0008	Two door Freightliner M2 106 4x2	1	
CAB BADGE PACKAGE			
1610-0000	Cab and body to have applicable E-ONE logos.	1	
CAB DOOR OPTIONS			
1550-0227	Reflective striping shall be installed on commercial cab doors, visible when the door is open, meeting NFPA requirement of 96 sq. in. coverage for each door.	1	
MISC EXTERIOR CAB OPTIONS			
1675-0007	Diesel fuel only label.	1	
SEATS			
1685-0012	Seating capacity tag of two occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0450	Center control console painted black Zolatone. Locate in cab between driver and officer. Includes area for NFPA siren, electrical, and in-cab controls (as applicable) switching.	1	
CAB ELECTRICAL OPTIONS			
1750-0059-277-04	Receptacle inlet 20 amp with a Yellow cover. Location: driver's door step area.	1	
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	
BODY COMPT LEFT SIDE			
3100-0096	Driver side body with full height 42" wide forward and 42" wide rearward compartmentation. Includes (1) 56" wide compartment over the wheel well.	1	
BODY COMPT RIGHT SIDE			
3120-0005	Officer half side body with 42" wide forward and 42" wide rearward compartmentation. Includes adjustable ladder tracks.	1	
BODY COMPT REAR			
3110-0005	Full Height Rear Compartment. Includes smooth plate panels.	1	

Salescode	Extended Description	Qty	
BODY COMPT REAR			
3110-0034	Upper rear compartment depth to be shallow.	1	
3340-0080	Bolt-on diamond plate 18" tailboard (full width of body). Includes (2) squared off beavertails (no stanchions) with removable outer panels and handrails- (2) vertical on trailing edge of body and horizontal mounted handrail(s) below hosebed.	1	
DOORS			
3300-0017-004	Door roll up short (up to 45") with satin finish ROM. Location(s): L2.	1	
3300-0019-003	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L1.	1	
3300-0019-005	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L3.	1	
3300-0019-027	Door roll up tall (greater than 45") with satin finish ROM. Location(s): B1.	1	
3300-0289-015	Door double vertical hinged w/rotary latches - painted . Location(s): R1 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0289-016	Door double vertical hinged w/rotary latches - painted . Location(s): R2 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
COVERS			
3305-0007-000-13	Vinyl Black hose bed cover with attached rear flap(s).	1	
3305-0008-000-13	Vinyl Black crosslay cover with attached side flaps.	1	
PUMP MODULE			
3130-0167	Pump module to be 76" wide (side to side). Includes upper, lower, crosswalk, speedlay and tranverse module(s) if applicable.	1	
3130-0523	Side mount pump module. Extruded aluminum with runningboards.	1	
3130-0532	Pump panel opening is 39" wide. Pumper / tanker only.	1	
3130-0539	Pump module height is 75". Pumper / tanker only.	1	
PUMP PANELS			
3134-0016	Stainless steel driver and officer side pump panels.	1	
3134-0143	Officer side pump panel to be vertical hinged on forward extrusion. Panel to be (3) pieces with upper (2) panels secured in the closed position with push button latches. Upper panel to be held open with gas shock.	1	
MISC PUMP PANEL OPTIONS			
4460-0003	Pump panel tags color coded per NFPA compliance.	1	

Salescode	Extended Description	Qty	
PUMP MODULE OPTIONS			
3136-0058	E-ONE logo mounted one each side on pump module/preconnect panels. Logos to be sized as applicable to available space on panels.	1	
3136-0138	Pump module storage pan.	1	
3136-0139	Crosslay double 7.5" wide each to hold up to 200' of 2.0" DJ hose (each).	1	
WATER TANK			
4010-0099	Fill tower(s) to be located offset to officer side of water tank.	1	
4010-0176	780 Gallon "T" Water Tank. UPF Poly III color fill towers. Note: Any foam cell(s) and/or storage options through the tank will reduce the overall water capacity.	1	
TANK PLUMBING			
4450-0010	2" tank fill Akron manual valve.	1	
4450-0119	3" tank to pump Akron manual valve w/4" tank connection.	1	
LADDER STORAGE / RACKS			
3365-0031	Hard Suction Storage Rack. Officer side in adjustable track above ladders (if applicable). Includes spring hold downs and scuff plates.	2	
3365-0049	Brand of ladders capable of being carried on unit to be Alco-Lite.	1	
3365-0087-C57	The length of ladders capable of being stored shall be the following: 24' 2-section and 14' roof ladder.	1	
HANDRAILS / STEPS			
3330-0277	Innovative Controls dual lighted LED folding steps rear NFPA. Includes folding steps on driver side rear of the body. (staggered stepped as applicable with tailboard depth) for NFPA hosebed access and handrail mounted on driver side upper hosebed side (as applicable).	1	
MISC BODY OPTIONS			
3340-0004	Hosebed above the booster tank. Includes forward hosebed and tower(s) cover plate work (as applicable). Hosebed adjustable divider extrusion rearward of the furthest tower is to run full width of the hosebed (as is practical with other hosebed mounted equipment).	1	
3340-0015	Diamond plate single axle wheel well. Includes bolt-on composite wheel well liners and aluminum trim fenderettes.	1	
3340-0035	Divider Long. To run full length of hose bed (front to rear).	1	
3340-0074	Body mainframe and hosebed side assemblies for a 85" high body.	1	
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
3340-0110	The rear of each hose bed divider to have a hand hold cut-out(s).	1	

Salescode	Extended Description	Qty	
MISC BODY OPTIONS			
3340-0145	Rub rail for the body and pump area module(s).	1	
3340-0681	Body mainframe layout line to be 24". Includes body and all applicable modules.	1	
PUMPS			
4005-0031	Rating 1500 GPM.	1	
4005-0196	Hale QMAX 1000-2250 GPM single stage pump. Requires primer option.	1	
PUMP CERTIFICATION			
4475-0000	Pump certification 750-2250 GPM	1	
PUMP OPTIONS			
4015-0029	Hale pressure relief valve.	1	
4015-0037	Engine throttle, vernier.	1	
4015-0038	Pump seal packing for Hale pump.	1	
4015-0053-198	Steamers to be Flush + 1". Location: driver's side.	1	
4015-0053-199	Steamers to be Flush + 1". Location: officer's side.	1	
4015-0098	Manual operated master pump drain. The master drain shall be clearly marked and placed in accessible location on pump panel.	1	
4015-0238	Hale electric primer (oil-less).	1	
INTAKES			
4440-0005	2.5" Left Intake Akron Manual Valve.	1	
INTAKE OPTIONS			
4445-0009	Intake relief valve, Akron.	1	
DISCHARGES AND PRECONNECTS			
4415-0012-654	1.5" Crosslay with Akron manual valve. Location: crosslay 1 & 2.	2	
4415-0014-581	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 1.	1	
4415-0014-582	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 2.	1	
4415-0016-583	2.5" Right Pump Panel Discharge Akron Manual Valve. Location: right side discharge 1.	1	
4415-0016-584	2.5" Right Pump Panel Discharge Akron Manual Valve. Location: right side discharge 2.	1	
4415-0022-350	2.5" Left Rear Discharge Akron Manual Valve. Location: left rear discharge.	1	

Salescode	Extended Description	Qty	
DISCHARGES AND PRECONNECTS			
4415-0041	3" Deck Gun Discharge, Akron manual valve. (outlet shall terminate with MNPT threads unless extend gun is install)	1	
4417-0106-L65	Deck gun piping to be positioned centered in deck gun channel.	1	
DISCHARGE OPTIONS			
4417-0175	Innovative Controls push/pull valve controls with locking T handles.	1	
4417-0176	Innovative Controls 3/4" bleeder/drain valve include lift lever with ergonomic grip.	8	
4417-0185	Innovative Controls discharge and intake bezels with integral color code and verbiage for side mount pump panel.	1	
4417-0246	Dealer installed monitor, make and model as specified.	1	
GAUGES			
4435-0069	Class 1 ENFO IV system on pump operator's panel.	1	
4435-0083	Innovative Controls 10 LED SL series water tank level gauge. On pump panel.	1	
4435-0246	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel.	8	
4435-0247	4" Innovative Controls stainless steel case master pressure gauges with bezel. Intake 30-0-400, and discharge 0-400.	1	
ELECTRICAL SYSTEMS			
5010-0014-G97	Vehicle data recorder for commercial cab - 2009 / 2016 NFPA compliant. Includes occupant detection with display. Display location: cab dash above transmission shift panel.	1	
5010-0036	V-MUX Electrical system for pumper / tanker / rescue.	1	
5010-0059-339	VFD Text display for V-MUX electrical system. Location: center of dash.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0267	Light bar Whelen Justice model JE2NFPA 56" LED with clear lenses and MKEZ7 mounts. N/A on Vista roofs with front facing windows. Includes (4) red corner facing LIN6 LED lights, (6) forward facing CON3 Linear LED lights; (4) red, (2) white. Location: Centered on the front cab roof.	1	
WARNING LIGHT PACKAGES			
5550-0149-534	Whelen M6 Super LED lower level warning light package. Includes (10) red M6R LED light heads w/chrome flanges. Locate side facing lights: at forward most	1	

Salescode	Extended Description	Qty	
WARNING LIGHT PACKAGES			
	position, centered in rear wheel well, and on side of beavertail.		
WARNING LIGHTS			
5600-0078-479-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location rear upper body on aerial style brackets.	1	
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
SIRENS			
5500-0009	Federal PA300 electronic siren recessed mounted.	1	
5500-0024-B13	The primary electronic siren control is to be located center console.	1	
SPEAKERS			
5510-0029-209	Speaker, Federal Signal Dynamax ES100 with "E-ONE" grille through bumper. Location: driver side front bumper.	1	
DOT LIGHTING			
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0022	Marker light LED body package. Commercial pumper bodies only.	1	
5150-0102	Whelen M6 series LED vertical mount tail lights. Includes LED stop/tail, arrow turn and back-up lights with vertical 3 light housing and weatherproof connectors.	1	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0011	Compartment light package LED for small bodies.	1	
5380-0030	Ground light package LED - small.	1	
LIGHTS - DECK AND SCENE			
5390-0003	Hose bed light Truck-Lite. Locate at the front area of the hose bed. Switched with work light switch in cab.	1	
5390-0022	Crosslay light Truck-Lite. Locate to rear of crosslay (SM) and forward of crosslay (TM as applicable). Switched with work light switch in cab.	1	
5390-0024-395	Deck Light - Truck-Lite (PR). Location: rear body/beavertail area on the trailing edge up high.	1	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
5400-0010	Incandescent pump compartment light (EA).	1	
5400-0031	Pair of Cab Dome Large Lights mounted driver and officer side front. N/A on E-One Chassis. Required on Comm Chassis.	1	

Salescode	Extended Description	Qty	
LIGHTS - NON-WARNING			
5400-0259	TecNiq model E10 pump panel LED light package with (3) lights per side pump panel. Pump panels over 45" may require additional lights. Side mount only.	1	
CONTROLS / SWITCHES			
5100-0000-198	Foot switch to control air horns located driver's side.	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
ELBOWS			
7400-0012	Chrome discharge elbow 2.5" FNST x 2.5" Male 3.187 x 6 thread per inch with a 2.5" Female 3.187 x 6 thread per inch chrome rocker lug cap with chain, 45 Degree.	3	
HOSE / NOZZLES			
7700-0004	Hard suction hose 6" X 10'. Smooth bore, black rubber hard suction hose for heavy duty service. Built with a spiral wire helix, and nylon fabric reinforcement piles. Tube and cover are taut, black rubber that is age and abrasion resistant.	2	
GROUND LADDERS			
7800-0007	Alco-Lite PRL-14' roof ladder.	1	
7800-0016	Alco-Lite PEL-24' 2-section extension ladder.	1	
7800-0032	Alco-Lite FL-10, 10' folding ladder w/safety shoes.	1	
MISC LOOSE EQUIPMENT			
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0089	All applicable pump/pre-connect application modules are to have a sanded finish (not painted job color). Includes upper and lower pump modules, crosswalk module and/or speedlay/pre-connect module (as applicable). Rear mounted body/pump module to be painted job color.	1	
8100-0116	Rear body surface to have a sanded finish (not painted job color). Includes hinged doors that do not have discrete sales codes and removable panels.	1	
8100-0182-000-17	Paint Body - Small - For Pumpers, Rear Mounts, S/A Tankers/Wetsides and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0443-000-17	Freightliner cab paint (by chassis OEM). Paint to match FLNA3225E-1 Red.	1	
STRIPING			

Salescode	Extended Description	Qty	
STRIPING			
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	
8300-0330	Single NFPA Scotchlite Stripe - upto 6" wide and straight on cab and the body. Size, color and location as specified by the customer.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
GRAPHICS			
8400-0067	E-ONE logo with grey backing on M6 series vertical tail light housing (PR).	1	
WARRANTY / STANDARD			
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0005	10 Year Stainless Steel Plumbing Warranty - Statement of Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
9100-0039	1 year full warranty.	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	
Dealer Supplied Equipment			

ITEM #2
Pumper
International 4400



Fire Apparatus Quotation for:
BUYBOARD COOPERATIVE PURCHASING
International Chassis
Item #2



Quotation Number: 90487 Rev: 5

Unit Description: PMPR-COMM

Quote Description: Pumper, Commercial Chassis

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
3090-0007	Hosebed hoseload allowance on the apparatus shall be 1200 lbs.	1	
3340-1137-12B	Equipment allowance on the apparatus shall be 2000 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
CHASSIS PREP			
1020-0011	Commercial Chassis Prep for E-1supplied International chassis	1	
TIRE OPTIONS			
1060-0117	RWC AirGuard LED tire pressure monitoring valve stem caps (6) for single rear axle applications.	1	
AIR SYSTEM OPTIONS			
1110-0010-277	Air inlet. To charge brake system. Commercial chassis only. Location: driver's door step area.	1	
ENGINES & TRANSMISSIONS			
1200-0126	Commercial chassis speed to be electronic limited and not to exceed a maximum of 68 MPH. Note: Speed rating may be lower based on OEM tire ratings/top speed limitations provided on chassis.	1	
1200-0359	Cummins L9 350 HP engine for commercial chassis.	1	
CHASSIS OPTIONS			
1680-0011	Tow eyes rear below body, painted.	1	

Salescode	Extended Description	Qty	
CHASSIS OPTIONS			
1680-0078	Tow hooks front OEM. Not available with extended E-ONE installed front bumper. Tow hooks are OEM supplied with chassis.	1	
1680-0106	OEM chassis step package for International 4000 and 7000 series. Includes mounting plate for the battery charger receptacle and air inlet.	1	
CAB MODEL			
1500-0010	Two door International 4400 4x2.	1	
CAB BADGE PACKAGE			
1610-0000	Cab and body to have applicable E-ONE logos.	1	
CAB DOOR OPTIONS			
1550-0227	Reflective striping shall be installed on commercial cab doors, visible when the door is open, meeting NFPA requirement of 96 sq. in. coverage for each door.	1	
MISC EXTERIOR CAB OPTIONS			
1675-0007	Diesel fuel only label.	1	
SEATS			
1685-0012	Seating capacity tag of two occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0450	Center control console painted black Zolatone. Locate in cab between driver and officer. Includes area for NFPA siren, electrical, and in-cab controls (as applicable) switching.	1	
CAB ELECTRICAL OPTIONS			
1750-0059-277-04	Receptacle inlet 20 amp with a Yellow cover. Location: driver's door step area.	1	
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	
BODY COMPT LEFT SIDE			
3100-0096	Driver side body with full height 42" wide forward and 42" wide rearward compartmentation. Includes (1) 56" wide compartment over the wheel well.	1	
BODY COMPT RIGHT SIDE			
3120-0005	Officer half side body with 42" wide forward and 42" wide rearward compartmentation. Includes adjustable ladder tracks.	1	
BODY COMPT REAR			
3110-0005	Full Height Rear Compartment. Includes smooth plate panels.	1	

Salescode	Extended Description	Qty	
BODY COMPT REAR			
3110-0034	Upper rear compartment depth to be shallow.	1	
3340-0080	Bolt-on diamond plate 18" tailboard (full width of body). Includes (2) squared off beavertails (no stanchions) with removable outer panels and handrails- (2) vertical on trailing edge of body and horizontal mounted handrail(s) below hosebed.	1	
DOORS			
3300-0017-004	Door roll up short (up to 45") with satin finish ROM. Location(s): L2.	1	
3300-0019-003	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L1.	1	
3300-0019-005	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L3.	1	
3300-0019-027	Door roll up tall (greater than 45") with satin finish ROM. Location(s): B1.	1	
3300-0289-015	Door double vertical hinged w/rotary latches - painted . Location(s): R1 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0289-016	Door double vertical hinged w/rotary latches - painted . Location(s): R2 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
COVERS			
3305-0007-000-13	Vinyl Black hose bed cover with attached rear flap(s).	1	
3305-0008-000-13	Vinyl Black crosslay cover with attached side flaps.	1	
PUMP MODULE			
3130-0167	Pump module to be 76" wide (side to side). Includes upper, lower, crosswalk, speedlay and tranverse module(s) if applicable.	1	
3130-0523	Side mount pump module. Extruded aluminum with runningboards.	1	
3130-0532	Pump panel opening is 39" wide. Pumper / tanker only.	1	
3130-0539	Pump module height is 75". Pumper / tanker only.	1	
PUMP PANELS			
3134-0016	Stainless steel driver and officer side pump panels.	1	
3134-0143	Officer side pump panel to be vertical hinged on forward extrusion. Panel to be (3) pieces with upper (2) panels secured in the closed position with push button latches. Upper panel to be held open with gas shock.	1	
MISC PUMP PANEL OPTIONS			
4460-0003	Pump panel tags color coded per NFPA compliance.	1	

Salescode	Extended Description	Qty	
PUMP MODULE OPTIONS			
3136-0058	E-ONE logo mounted one each side on pump module/preconnect panels. Logos to be sized as applicable to available space on panels.	1	
3136-0138	Pump module storage pan.	1	
3136-0139	Crosslay double 7.5" wide each to hold up to 200' of 2.0" DJ hose (each).	1	
WATER TANK			
4010-0099	Fill tower(s) to be located offset to officer side of water tank.	1	
4010-0176	780 Gallon "T" Water Tank. UPF Poly III color fill towers. Note: Any foam cell(s) and/or storage options through the tank will reduce the overall water capacity.	1	
TANK PLUMBING			
4450-0010	2" tank fill Akron manual valve.	1	
4450-0119	3" tank to pump Akron manual valve w/4" tank connection.	1	
LADDER STORAGE / RACKS			
3365-0031	Hard Suction Storage Rack. Officer side in adjustable track above ladders (if applicable). Includes spring hold downs and scuff plates.	2	
3365-0049	Brand of ladders capable of being carried on unit to be Alco-Lite.	1	
3365-0087-C57	The length of ladders capable of being stored shall be the following: 24' 2-section and 14' roof ladder.	1	
HANDRAILS / STEPS			
3330-0277	Innovative Controls dual lighted LED folding steps rear NFPA. Includes folding steps on driver side rear of the body. (staggered stepped as applicable with tailboard depth) for NFPA hosebed access and handrail mounted on driver side upper hosebed side (as applicable).	1	
MISC BODY OPTIONS			
3340-0004	Hosebed above the booster tank. Includes forward hosebed and tower(s) cover plate work (as applicable). Hosebed adjustable divider extrusion rearward of the furthest tower is to run full width of the hosebed (as is practical with other hosebed mounted equipment).	1	
3340-0015	Diamond plate single axle wheel well. Includes bolt-on composite wheel well liners and aluminum trim fenderettes.	1	
3340-0035	Divider Long. To run full length of hose bed (front to rear).	1	
3340-0074	Body mainframe and hosebed side assemblies for a 85" high body.	1	
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
3340-0110	The rear of each hose bed divider to have a hand hold cut-out(s).	1	

Salescode	Extended Description	Qty	
MISC BODY OPTIONS			
3340-0145	Rub rail for the body and pump area module(s).	1	
3340-0680	Body mainframe layout line to be 23". Includes body and all applicable modules.	1	
PUMPS			
4005-0031	Rating 1500 GPM.	1	
4005-0196	Hale QMAX 1000-2250 GPM single stage pump. Requires primer option.	1	
PUMP CERTIFICATION			
4475-0000	Pump certification 750-2250 GPM	1	
PUMP OPTIONS			
4015-0029	Hale pressure relief valve.	1	
4015-0037	Engine throttle, vernier.	1	
4015-0038	Pump seal packing for Hale pump.	1	
4015-0053-198	Steamers to be Flush + 1". Location: driver's side.	1	
4015-0053-199	Steamers to be Flush + 1". Location: officer's side.	1	
4015-0098	Manual operated master pump drain. The master drain shall be clearly marked and placed in accessible location on pump panel.	1	
4015-0238	Hale electric primer (oil-less).	1	
INTAKES			
4440-0005	2.5" Left Intake Akron Manual Valve.	1	
INTAKE OPTIONS			
4445-0009	Intake relief valve, Akron.	1	
DISCHARGES AND PRECONNECTS			
4415-0012-654	1.5" Crosslay with Akron manual valve. Location: crosslay 1 & 2.	2	
4415-0014-581	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 1.	1	
4415-0014-582	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 2.	1	
4415-0016-583	2.5" Right Pump Panel Discharge Akron Manual Valve. Location: right side discharge 1.	1	
4415-0016-584	2.5" Right Pump Panel Discharge Akron Manual Valve. Location: right side discharge 2.	1	
4415-0022-350	2.5" Left Rear Discharge Akron Manual Valve. Location: left rear discharge.	1	

Salescode	Extended Description	Qty	
DISCHARGES AND PRECONNECTS			
4415-0041	3" Deck Gun Discharge, Akron manual valve. (outlet shall terminate with MNPT threads unless extend gun is install)	1	
4417-0106-L65	Deck gun piping to be positioned centered in deck gun channel.	1	
DISCHARGE OPTIONS			
4417-0175	Innovative Controls push/pull valve controls with locking T handles.	1	
4417-0176	Innovative Controls 3/4" bleeder/drain valve include lift lever with ergonomic grip.	8	
4417-0185	Innovative Controls discharge and intake bezels with integral color code and verbiage for side mount pump panel.	1	
4417-0246	Dealer installed monitor, make and model as specified.	1	
GAUGES			
4435-0069	Class 1 ENFO IV system on pump operator's panel.	1	
4435-0083	Innovative Controls 10 LED SL series water tank level gauge. On pump panel.	1	
4435-0246	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel.	8	
4435-0247	4" Innovative Controls stainless steel case master pressure gauges with bezel. Intake 30-0-400, and discharge 0-400.	1	
ELECTRICAL SYSTEMS			
5010-0014-E12	Vehicle data recorder for commercial cab - 2009 / 2016 NFPA compliant. Includes occupant detection with display. Display location: outboard on driver's side overhead console.	1	
5010-0036	V-MUX Electrical system for pumper / tanker / rescue.	1	
5010-0059-339	VFD Text display for V-MUX electrical system. Location: center of dash.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0267	Light bar Whelen Justice model JE2NFPA 56" LED with clear lenses and MKEZ7 mounts. N/A on Vista roofs with front facing windows. Includes (4) red corner facing LIN6 LED lights, (6) forward facing CON3 Linear LED lights; (4) red, (2) white. Location: Centered on the front cab roof.	1	
WARNING LIGHT PACKAGES			
5550-0149-534	Whelen M6 Super LED lower level warning light package. Includes (10) red M6R LED light heads w/chrome flanges. Locate side facing lights: at forward most	1	

Salescode	Extended Description	Qty	
WARNING LIGHT PACKAGES			
	position, centered in rear wheel well, and on side of beavertail.		
WARNING LIGHTS			
5600-0078-479-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location rear upper body on aerial style brackets.	1	
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
SIRENS			
5500-0009	Federal PA300 electronic siren recessed mounted.	1	
5500-0024-B13	The primary electronic siren control is to be located center console.	1	
SPEAKERS			
5510-0028	Speaker Federal Dynamax ES100. Located officer's side behind tow hook. Navistar 4400 chassis only.	1	
DOT LIGHTING			
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0022	Marker light LED body package. Commercial pumper bodies only.	1	
5150-0102	Whelen M6 series LED vertical mount tail lights. Includes LED stop/tail, arrow turn and back-up lights with vertical 3 light housing and weatherproof connectors.	1	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0011	Compartment light package LED for small bodies.	1	
5380-0030	Ground light package LED - small.	1	
LIGHTS - DECK AND SCENE			
5390-0003	Hose bed light Truck-Lite. Locate at the front area of the hose bed. Switched with work light switch in cab.	1	
5390-0022	Crosslay light Truck-Lite. Locate to rear of crosslay (SM) and forward of crosslay (TM as applicable). Switched with work light switch in cab.	1	
5390-0024-395	Deck Light - Truck-Lite (PR). Location: rear body/beavertail area on the trailing edge up high.	1	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
5400-0010	Incandescent pump compartment light (EA).	1	
5400-0031	Pair of Cab Dome Large Lights mounted driver and officer side front. N/A on E-One Chassis. Required on Comm Chassis.	1	

Salescode	Extended Description	Qty	
LIGHTS - NON-WARNING			
5400-0259	TecNiq model E10 pump panel LED light package with (3) lights per side pump panel. Pump panels over 45" may require additional lights. Side mount only.	1	
CONTROLS / SWITCHES			
5100-0000-198	Foot switch to control air horns located driver's side.	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
ELBOWS			
7400-0012	Chrome discharge elbow 2.5" FNST x 2.5" Male 3.187 x 6 thread per inch with a 2.5" Female 3.187 x 6 thread per inch chrome rocker lug cap with chain, 45 Degree.	3	
HOSE / NOZZLES			
7700-0004	Hard suction hose 6" X 10'. Smooth bore, black rubber hard suction hose for heavy duty service. Built with a spiral wire helix, and nylon fabric reinforcement piles. Tube and cover are taut, black rubber that is age and abrasion resistant.	2	
GROUND LADDERS			
7800-0007	Alco-Lite PRL-14' roof ladder.	1	
7800-0016	Alco-Lite PEL-24' 2-section extension ladder.	1	
7800-0032	Alco-Lite FL-10, 10' folding ladder w/safety shoes.	1	
MISC LOOSE EQUIPMENT			
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0089	All applicable pump/pre-connect application modules are to have a sanded finish (not painted job color). Includes upper and lower pump modules, crosswalk module and/or speedlay/pre-connect module (as applicable). Rear mounted body/pump module to be painted job color.	1	
8100-0116	Rear body surface to have a sanded finish (not painted job color). Includes hinged doors that do not have discrete sales codes and removable panels.	1	
8100-0182-000-17	Paint Body - Small - For Pumpers, Rear Mounts, S/A Tankers/Wetsides and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0442-000-17	International cab paint (by chassis OEM). Paint to match FLNA3225E-1 Red.	1	
STRIPING			

Salescode	Extended Description	Qty	
STRIPING			
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	
8300-0330	Single NFPA Scotchlite Stripe - upto 6" wide and straight on cab and the body. Size, color and location as specified by the customer.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
GRAPHICS			
8400-0067	E-ONE logo with grey backing on M6 series vertical tail light housing (PR).	1	
WARRANTY / STANDARD			
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0005	10 Year Stainless Steel Plumbing Warranty - Statement of Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
9100-0039	1 year full warranty.	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	
Dealer Supplied Equipment			

ITEM #2

Pumper

Kenworth



Fire Apparatus Quotation for:
BUYBOARD COOPERATIVE PURCHASING
Kenworth Chassis
Item #2



Quotation Number: 90488 Rev: 5

Unit Description: PMPR-COMM

Quote Description: Pumper, Commercial Chassis

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
3090-0007	Hosebed hoseload allowance on the apparatus shall be 1200 lbs.	1	
3340-1137-12B	Equipment allowance on the apparatus shall be 2000 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
CHASSIS PREP			
1020-0035	Commercial Chasis Prep E-1 supplied Kenworth	1	
TIRE OPTIONS			
1060-0117	RWC AirGuard LED tire pressure monitoring valve stem caps (6) for single rear axle applications.	1	
AIR SYSTEM OPTIONS			
1110-0010-277	Air inlet. To charge brake system. Commercial chassis only. Location: driver's door step area.	1	
ENGINES & TRANSMISSIONS			
1200-0126	Commercial chassis speed to be electronic limited and not to exceed a maximum of 68 MPH. Note: Speed rating may be lower based on OEM tire ratings/top speed limitations provided on chassis.	1	
1200-0336	PACCAR PX-9 engine 380 HP @ 2000 RPM, 1150 lb-ft Torque @ 1400 RPM, 2200 RPM Governed Speed	1	
CHASSIS OPTIONS			

Salescode	Extended Description	Qty	
CHASSIS OPTIONS			
1680-0011	Tow eyes rear below body, painted.	1	
1680-0078	Tow hooks front OEM. Not available with extended E-ONE installed front bumper. Tow hooks are OEM supplied with chassis.	1	
1680-0252	OEM chassis step package for Kenworth Commercial Chassis. Includes mounting plate for the battery charger receptacle and air inlet.	1	
CAB MODEL			
1520-0152	Kenworth commercial cab and chassis two (2) door T370 4X2. PX-9 engines up to 380 HP.	1	
CAB BADGE PACKAGE			
1610-0000	Cab and body to have applicable E-ONE logos.	1	
CAB DOOR OPTIONS			
1550-0227	Reflective striping shall be installed on commercial cab doors, visible when the door is open, meeting NFPA requirement of 96 sq. in. coverage for each door.	1	
MISC EXTERIOR CAB OPTIONS			
1675-0007	Diesel fuel only label.	1	
SEATS			
1685-0012	Seating capacity tag of two occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0450	Center control console painted black Zolatone. Locate in cab between driver and officer. Includes area for NFPA siren, electrical, and in-cab controls (as applicable) switching.	1	
CAB ELECTRICAL OPTIONS			
1750-0059-277-04	Receptacle inlet 20 amp with a Yellow cover. Location: driver's door step area.	1	
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	
BODY COMPT LEFT SIDE			
3100-0096	Driver side body with full height 42" wide forward and 42" wide rearward compartmentation. Includes (1) 56" wide compartment over the wheel well.	1	
BODY COMPT RIGHT SIDE			
3120-0005	Officer half side body with 42" wide forward and 42" wide rearward compartmentation. Includes adjustable ladder tracks.	1	
BODY COMPT REAR			

Salescode	Extended Description	Qty	
BODY COMPT REAR			
3110-0005	Full Height Rear Compartment. Includes smooth plate panels.	1	
3110-0034	Upper rear compartment depth to be shallow.	1	
3340-0080	Bolt-on diamond plate 18" tailboard (full width of body). Includes (2) squared off beavertails (no stanchions) with removable outer panels and handrails- (2) vertical on trailing edge of body and horizontal mounted handrail(s) below hosebed.	1	
DOORS			
3300-0017-004	Door roll up short (up to 45") with satin finish ROM. Location(s): L2.	1	
3300-0019-003	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L1.	1	
3300-0019-005	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L3.	1	
3300-0019-027	Door roll up tall (greater than 45") with satin finish ROM. Location(s): B1.	1	
3300-0289-015	Door double vertical hinged w/rotary latches - painted . Location(s): R1 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0289-016	Door double vertical hinged w/rotary latches - painted . Location(s): R2 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
COVERS			
3305-0007-000-13	Vinyl Black hose bed cover with attached rear flap(s).	1	
3305-0008-000-13	Vinyl Black crosslay cover with attached side flaps.	1	
PUMP MODULE			
3130-0167	Pump module to be 76" wide (side to side). Includes upper, lower, crosswalk, speedlay and tranverse module(s) if applicable.	1	
3130-0523	Side mount pump module. Extruded aluminum with runningboards.	1	
3130-0532	Pump panel opening is 39" wide. Pumper / tanker only.	1	
3130-0539	Pump module height is 75". Pumper / tanker only.	1	
PUMP PANELS			
3134-0016	Stainless steel driver and officer side pump panels.	1	
3134-0143	Officer side pump panel to be vertical hinged on forward extrusion. Panel to be (3) pieces with upper (2) panels secured in the closed position with push button latches. Upper panel to be held open with gas shock.	1	
MISC PUMP PANEL OPTIONS			

Salescode	Extended Description	Qty	
MISC PUMP PANEL OPTIONS			
4460-0003	Pump panel tags color coded per NFPA compliance.	1	
PUMP MODULE OPTIONS			
3136-0058	E-ONE logo mounted one each side on pump module/preconnect panels. Logos to be sized as applicable to available space on panels.	1	
3136-0138	Pump module storage pan.	1	
3136-0139	Crosslay double 7.5" wide each to hold up to 200' of 2.0" DJ hose (each).	1	
WATER TANK			
4010-0099	Fill tower(s) to be located offset to officer side of water tank.	1	
4010-0176	780 Gallon "T" Water Tank. UPF Poly III color fill towers. Note: Any foam cell(s) and/or storage options through the tank will reduce the overall water capacity.	1	
TANK PLUMBING			
4450-0010	2" tank fill Akron manual valve.	1	
4450-0119	3" tank to pump Akron manual valve w/4" tank connection.	1	
LADDER STORAGE / RACKS			
3365-0031	Hard Suction Storage Rack. Officer side in adjustable track above ladders (if applicable). Includes spring hold downs and scuff plates.	2	
3365-0049	Brand of ladders capable of being carried on unit to be Alco-Lite.	1	
3365-0087-C57	The length of ladders capable of being stored shall be the following: 24' 2-section and 14' roof ladder.	1	
HANDRAILS / STEPS			
3330-0277	Innovative Controls dual lighted LED folding steps rear NFPA. Includes folding steps on driver side rear of the body. (staggered stepped as applicable with tailboard depth) for NFPA hosebed access and handrail mounted on driver side upper hosebed side (as applicable).	1	
MISC BODY OPTIONS			
3340-0004	Hosebed above the booster tank. Includes forward hosebed and tower(s) cover plate work (as applicable). Hosebed adjustable divider extrusion rearward of the furthest tower is to run full width of the hosebed (as is practical with other hosebed mounted equipment).	1	
3340-0015	Diamond plate single axle wheel well. Includes bolt-on composite wheel well liners and aluminum trim fenderettes.	1	
3340-0035	Divider Long. To run full length of hose bed (front to rear).	1	

Salescode	Extended Description	Qty	
MISC BODY OPTIONS			
3340-0074	Body mainframe and hosebed side assemblies for a 85" high body.	1	
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
3340-0110	The rear of each hose bed divider to have a hand hold cut-out(s).	1	
3340-0145	Rub rail for the body and pump area module(s).	1	
3340-0681	Body mainframe layout line to be 24". Includes body and all applicable modules.	1	
3340-1560	Body or pump module notch to accommodate the exhaust canister for high horsepower engines (380 HP or more) on commercial chassis. Right side lower front compartments and/or pump module may be modified.	1	
PUMPS			
4005-0031	Rating 1500 GPM.	1	
4005-0196	Hale QMAX 1000-2250 GPM single stage pump. Requires primer option.	1	
PUMP CERTIFICATION			
4475-0000	Pump certification 750-2250 GPM	1	
PUMP OPTIONS			
4015-0029	Hale pressure relief valve.	1	
4015-0037	Engine throttle, vernier.	1	
4015-0038	Pump seal packing for Hale pump.	1	
4015-0053-198	Steamers to be Flush + 1". Location: driver's side.	1	
4015-0053-199	Steamers to be Flush + 1". Location: officer's side.	1	
4015-0098	Manual operated master pump drain. The master drain shall be clearly marked and placed in accessible location on pump panel.	1	
4015-0238	Hale electric primer (oil-less).	1	
INTAKES			
4440-0005	2.5" Left Intake Akron Manual Valve.	1	
INTAKE OPTIONS			
4445-0009	Intake relief valve, Akron.	1	
DISCHARGES AND PRECONNECTS			
4415-0012-654	1.5" Crosslay with Akron manual valve. Location: crosslay 1 & 2.	2	
4415-0014-581	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 1.	1	

Salescode	Extended Description	Qty	
DISCHARGES AND PRECONNECTS			
4415-0014-582	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 2.	1	
4415-0016-583	2.5" Right Pump Panel Discharge Akron Manual Valve. Location: right side discharge 1.	1	
4415-0016-584	2.5" Right Pump Panel Discharge Akron Manual Valve. Location: right side discharge 2.	1	
4415-0022-350	2.5" Left Rear Discharge Akron Manual Valve. Location: left rear discharge.	1	
4415-0041	3" Deck Gun Discharge, Akron manual valve. (outlet shall terminate with MNPT threads unless extend gun is install)	1	
4417-0106-L65	Deck gun piping to be positioned centered in deck gun channel.	1	
DISCHARGE OPTIONS			
4417-0175	Innovative Controls push/pull valve controls with locking T handles.	1	
4417-0176	Innovative Controls 3/4" bleeder/drain valve include lift lever with ergonomic grip.	8	
4417-0185	Innovative Controls discharge and intake bezels with integral color code and verbiage for side mount pump panel.	1	
4417-0246	Dealer installed monitor, make and model as specified.	1	
GAUGES			
4435-0069	Class 1 ENFO IV system on pump operator's panel.	1	
4435-0083	Innovative Controls 10 LED SL series water tank level gauge. On pump panel.	1	
4435-0246	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel.	8	
4435-0247	4" Innovative Controls stainless steel case master pressure gauges with bezel. Intake 30-0-400, and discharge 0-400.	1	
ELECTRICAL SYSTEMS			
5010-0014-B13	Vehicle data recorder for commercial cab - 2009 / 2016 NFPA compliant. Includes occupant detection with display. Display location: center console.	1	
5010-0036	V-MUX Electrical system for pumper / tanker / rescue.	1	
5010-0059-B13	VFD Text display for V-MUX electrical system. Location: center console.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0267	Light bar Whelen Justice model JE2NFPA 56" LED with clear lenses and MKEZ7 mounts. N/A on Vista roofs with front facing windows. Includes (4) red corner	1	

Salescode	Extended Description	Qty	
LIGHT BARS			
	facing LIN6 LED lights, (6) forward facing CON3 Linear LED lights; (4) red, (2) white. Location: Centered on the front cab roof.		
WARNING LIGHT PACKAGES			
5550-0149-534	Whelen M6 Super LED lower level warning light package. Includes (10) red M6R LED light heads w/chrome flanges. Locate side facing lights: at forward most position, centered in rear wheel well, and on side of beavertail.	1	
WARNING LIGHTS			
5600-0078-479-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location rear upper body on aerial style brackets.	1	
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
SIRENS			
5500-0009	Federal PA300 electronic siren recessed mounted.	1	
5500-0024-B13	The primary electronic siren control is to be located center console.	1	
SPEAKERS			
5510-0029-209	Speaker, Federal Signal Dynamax ES100 with "E-ONE" grille through bumper. Location: driver side front bumper.	1	
DOT LIGHTING			
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0022	Marker light LED body package. Commercial pumper bodies only.	1	
5150-0102	Whelen M6 series LED vertical mount tail lights. Includes LED stop/tail, arrow turn and back-up lights with vertical 3 light housing and weatherproof connectors.	1	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0011	Compartment light package LED for small bodies.	1	
5380-0030	Ground light package LED - small.	1	
LIGHTS - DECK AND SCENE			
5390-0003	Hose bed light Truck-Lite. Locate at the front area of the hose bed. Switched with work light switch in cab.	1	
5390-0022	Crosslay light Truck-Lite. Locate to rear of crosslay (SM) and forward of crosslay (TM as applicable). Switched with work light switch in cab.	1	
5390-0024-395	Deck Light - Truck-Lite (PR). Location: rear body/beavertail area on the trailing edge up high.	1	

Salescode	Extended Description	Qty	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
5400-0010	Incandescent pump compartment light (EA).	1	
5400-0031	Pair of Cab Dome Large Lights mounted driver and officer side front. N/A on E-One Chassis. Required on Comm Chassis.	1	
5400-0259	TecNiq model E10 pump panel LED light package with (3) lights per side pump panel. Pump panels over 45" may require additional lights. Side mount only.	1	
CONTROLS / SWITCHES			
5100-0000-198	Foot switch to control air horns located driver's side.	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
ELBOWS			
7400-0012	Chrome discharge elbow 2.5" FNST x 2.5" Male 3.187 x 6 thread per inch with a 2.5" Female 3.187 x 6 thread per inch chrome rocker lug cap with chain, 45 Degree.	3	
HOSE / NOZZLES			
7700-0004	Hard suction hose 6" X 10'. Smooth bore, black rubber hard suction hose for heavy duty service. Built with a spiral wire helix, and nylon fabric reinforcement piles. Tube and cover are taut, black rubber that is age and abrasion resistant.	2	
GROUND LADDERS			
7800-0007	Alco-Lite PRL-14' roof ladder.	1	
7800-0016	Alco-Lite PEL-24' 2-section extension ladder.	1	
7800-0032	Alco-Lite FL-10, 10' folding ladder w/safety shoes.	1	
MISC LOOSE EQUIPMENT			
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0089	All applicable pump/pre-connect application modules are to have a sanded finish (not painted job color). Includes upper and lower pump modules, crosswalk module and/or speedlay/pre-connect module (as applicable). Rear mounted body/pump module to be painted job color.	1	
8100-0116	Rear body surface to have a sanded finish (not painted job color). Includes hinged doors that do not have discrete sales codes and removable panels.	1	

Salescode	Extended Description	Qty	
EXTERIOR PAINT			
8100-0182-000-17	Paint Body - Small - For Pumpers, Rear Mounts, S/A Tankers/Wetsides and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0440-000-7W	Kenworth cab paint (by chassis OEM). Paint to match As Specified.	1	
STRIPING			
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	
8300-0330	Single NFPA Scotchlite Stripe - upto 6" wide and straight on cab and the body. Size, color and location as specified by the customer.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
GRAPHICS			
8400-0067	E-ONE logo with grey backing on M6 series vertical tail light housing (PR).	1	
WARRANTY / STANDARD			
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0005	10 Year Stainless Steel Plumbing Warranty - Statement of Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
9100-0039	1 year full warranty.	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	
Dealer Supplied Equipment			

ITEM #2

Pumper

Peterbilt



Fire Apparatus Quotation for:
BUYBOARD COOPERATIVE PURCHASING
Peterbilt Chassis
Item# 2



Quotation Number: 90491 Rev: 3

Unit Description: PMPR-COMM

Quote Description: Pumper, Commercial Chassis

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
3090-0007	Hosebed hoseload allowance on the apparatus shall be 1200 lbs.	1	
3340-1137-12B	Equipment allowance on the apparatus shall be 2000 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
CHASSIS PREP			
1020-0039	Chassis prep for a Peterbilt chassis.	1	
TIRE OPTIONS			
1060-0117	RWC AirGuard LED tire pressure monitoring valve stem caps (6) for single rear axle applications.	1	
AIR SYSTEM OPTIONS			
1110-0010-277	Air inlet. To charge brake system. Commercial chassis only. Location: driver's door step area.	1	
ENGINES & TRANSMISSIONS			
1200-0126	Commercial chassis speed to be electronic limited and not to exceed a maximum of 68 MPH. Note: Speed rating may be lower based on OEM tire ratings/top speed limitations provided on chassis.	1	
1200-0336	PACCAR PX-9 engine 380 HP @ 2000 RPM, 1150 lb-ft Torque @ 1400 RPM, 2200 RPM Governed Speed	1	
CHASSIS OPTIONS			

Salescode	Extended Description	Qty	
CHASSIS OPTIONS			
1680-0011	Tow eyes rear below body, painted.	1	
1680-0078	Tow hooks front OEM. Not available with extended E-ONE installed front bumper. Tow hooks are OEM supplied with chassis.	1	
1680-0394	OEM chassis step package for Peterbuilt Commercial Chassis. Includes mounting plate for the battery charger receptacle and air inlet.	1	
CAB MODEL			
1520-0156	CAB 2DR Peterbuilt model 348 4x2 with horizontal exhaust RH side exit. PX9 engine 380 HP.	1	
CAB BADGE PACKAGE			
1610-0000	Cab and body to have applicable E-ONE logos.	1	
CAB DOOR OPTIONS			
1550-0227	Reflective striping shall be installed on commercial cab doors, visible when the door is open, meeting NFPA requirement of 96 sq. in. coverage for each door.	1	
MISC EXTERIOR CAB OPTIONS			
1675-0007	Diesel fuel only label.	1	
SEATS			
1685-0012	Seating capacity tag of two occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0450	Center control console painted black Zolatone. Locate in cab between driver and officer. Includes area for NFPA siren, electrical, and in-cab controls (as applicable) switching.	1	
CAB ELECTRICAL OPTIONS			
1750-0059-277-04	Receptacle inlet 20 amp with a Yellow cover. Location: driver's door step area.	1	
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	
BODY COMPT LEFT SIDE			
3100-0096	Driver side body with full height 42" wide forward and 42" wide rearward compartmentation. Includes (1) 56" wide compartment over the wheel well.	1	
BODY COMPT RIGHT SIDE			
3120-0005	Officer half side body with 42" wide forward and 42" wide rearward compartmentation. Includes adjustable ladder tracks.	1	
BODY COMPT REAR			

Salescode	Extended Description	Qty	
BODY COMPT REAR			
3110-0005	Full Height Rear Compartment. Includes smooth plate panels.	1	
3110-0034	Upper rear compartment depth to be shallow.	1	
3340-0080	Bolt-on diamond plate 18" tailboard (full width of body). Includes (2) squared off beavertails (no stanchions) with removable outer panels and handrails- (2) vertical on trailing edge of body and horizontal mounted handrail(s) below hosebed.	1	
DOORS			
3300-0017-004	Door roll up short (up to 45") with satin finish ROM. Location(s): L2.	1	
3300-0019-003	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L1.	1	
3300-0019-005	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L3.	1	
3300-0019-027	Door roll up tall (greater than 45") with satin finish ROM. Location(s): B1.	1	
3300-0289-015	Door double vertical hinged w/rotary latches - painted . Location(s): R1 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0289-016	Door double vertical hinged w/rotary latches - painted . Location(s): R2 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
COVERS			
3305-0007-000-13	Vinyl Black hose bed cover with attached rear flap(s).	1	
3305-0008-000-13	Vinyl Black crosslay cover with attached side flaps.	1	
PUMP MODULE			
3130-0167	Pump module to be 76" wide (side to side). Includes upper, lower, crosswalk, speedlay and tranverse module(s) if applicable.	1	
3130-0523	Side mount pump module. Extruded aluminum with runningboards.	1	
3130-0532	Pump panel opening is 39" wide. Pumper / tanker only.	1	
3130-0539	Pump module height is 75". Pumper / tanker only.	1	
PUMP PANELS			
3134-0016	Stainless steel driver and officer side pump panels.	1	
3134-0143	Officer side pump panel to be vertical hinged on forward extrusion. Panel to be (3) pieces with upper (2) panels secured in the closed position with push button latches. Upper panel to be held open with gas shock.	1	
MISC PUMP PANEL OPTIONS			

Salescode	Extended Description	Qty	
MISC PUMP PANEL OPTIONS			
4460-0003	Pump panel tags color coded per NFPA compliance.	1	
PUMP MODULE OPTIONS			
3136-0058	E-ONE logo mounted one each side on pump module/preconnect panels. Logos to be sized as applicable to available space on panels.	1	
3136-0138	Pump module storage pan.	1	
3136-0139	Crosslay double 7.5" wide each to hold up to 200' of 2.0" DJ hose (each).	1	
WATER TANK			
4010-0099	Fill tower(s) to be located offset to officer side of water tank.	1	
4010-0176	780 Gallon "T" Water Tank. UPF Poly III color fill towers. Note: Any foam cell(s) and/or storage options through the tank will reduce the overall water capacity.	1	
TANK PLUMBING			
4450-0010	2" tank fill Akron manual valve.	1	
4450-0119	3" tank to pump Akron manual valve w/4" tank connection.	1	
LADDER STORAGE / RACKS			
3365-0031	Hard Suction Storage Rack. Officer side in adjustable track above ladders (if applicable). Includes spring hold downs and scuff plates.	2	
3365-0049	Brand of ladders capable of being carried on unit to be Alco-Lite.	1	
3365-0087-C57	The length of ladders capable of being stored shall be the following: 24' 2-section and 14' roof ladder.	1	
HANDRAILS / STEPS			
3330-0277	Innovative Controls dual lighted LED folding steps rear NFPA. Includes folding steps on driver side rear of the body. (staggered stepped as applicable with tailboard depth) for NFPA hosebed access and handrail mounted on driver side upper hosebed side (as applicable).	1	
MISC BODY OPTIONS			
3340-0004	Hosebed above the booster tank. Includes forward hosebed and tower(s) cover plate work (as applicable). Hosebed adjustable divider extrusion rearward of the furthest tower is to run full width of the hosebed (as is practical with other hosebed mounted equipment).	1	
3340-0015	Diamond plate single axle wheel well. Includes bolt-on composite wheel well liners and aluminum trim fenderettes.	1	
3340-0035	Divider Long. To run full length of hose bed (front to rear).	1	

Salescode	Extended Description	Qty	
MISC BODY OPTIONS			
3340-0074	Body mainframe and hosebed side assemblies for a 85" high body.	1	
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
3340-0110	The rear of each hose bed divider to have a hand hold cut-out(s).	1	
3340-0145	Rub rail for the body and pump area module(s).	1	
3340-0681	Body mainframe layout line to be 24". Includes body and all applicable modules.	1	
3340-1560	Body or pump module notch to accommodate the exhaust canister for high horsepower engines (380 HP or more) on commercial chassis. Right side lower front compartments and/or pump module may be modified.	1	
PUMPS			
4005-0031	Rating 1500 GPM.	1	
4005-0196	Hale QMAX 1000-2250 GPM single stage pump. Requires primer option.	1	
PUMP CERTIFICATION			
4475-0000	Pump certification 750-2250 GPM	1	
PUMP OPTIONS			
4015-0029	Hale pressure relief valve.	1	
4015-0037	Engine throttle, vernier.	1	
4015-0038	Pump seal packing for Hale pump.	1	
4015-0053-198	Steamers to be Flush + 1". Location: driver's side.	1	
4015-0053-199	Steamers to be Flush + 1". Location: officer's side.	1	
4015-0098	Manual operated master pump drain. The master drain shall be clearly marked and placed in accessible location on pump panel.	1	
4015-0238	Hale electric primer (oil-less).	1	
INTAKES			
4440-0005	2.5" Left Intake Akron Manual Valve.	1	
INTAKE OPTIONS			
4445-0009	Intake relief valve, Akron.	1	
DISCHARGES AND PRECONNECTS			
4415-0012-654	1.5" Crosslay with Akron manual valve. Location: crosslay 1 & 2.	2	
4415-0014-581	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 1.	1	

Salescode	Extended Description	Qty	
DISCHARGES AND PRECONNECTS			
4415-0014-582	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 2.	1	
4415-0016-583	2.5" Right Pump Panel Discharge Akron Manual Valve. Location: right side discharge 1.	1	
4415-0016-584	2.5" Right Pump Panel Discharge Akron Manual Valve. Location: right side discharge 2.	1	
4415-0022-350	2.5" Left Rear Discharge Akron Manual Valve. Location: left rear discharge.	1	
4415-0041	3" Deck Gun Discharge, Akron manual valve. (outlet shall terminate with MNPT threads unless extend gun is install)	1	
4417-0106-L65	Deck gun piping to be positioned centered in deck gun channel.	1	
DISCHARGE OPTIONS			
4417-0175	Innovative Controls push/pull valve controls with locking T handles.	1	
4417-0176	Innovative Controls 3/4" bleeder/drain valve include lift lever with ergonomic grip.	8	
4417-0185	Innovative Controls discharge and intake bezels with integral color code and verbiage for side mount pump panel.	1	
4417-0246	Dealer installed monitor, make and model as specified.	1	
GAUGES			
4435-0069	Class 1 ENFO IV system on pump operator's panel.	1	
4435-0083	Innovative Controls 10 LED SL series water tank level gauge. On pump panel.	1	
4435-0246	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel.	8	
4435-0247	4" Innovative Controls stainless steel case master pressure gauges with bezel. Intake 30-0-400, and discharge 0-400.	1	
ELECTRICAL SYSTEMS			
5010-0014-B13	Vehicle data recorder for commercial cab - 2009 / 2016 NFPA compliant. Includes occupant detection with display. Display location: center console.	1	
5010-0036	V-MUX Electrical system for pumper / tanker / rescue.	1	
5010-0059-B13	VFD Text display for V-MUX electrical system. Location: center console.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0267	Light bar Whelen Justice model JE2NFPA 56" LED with clear lenses and MKEZ7 mounts. N/A on Vista roofs with front facing windows. Includes (4) red corner	1	

Salescode	Extended Description	Qty	
LIGHT BARS			
	facing LIN6 LED lights, (6) forward facing CON3 Linear LED lights; (4) red, (2) white. Location: Centered on the front cab roof.		
WARNING LIGHT PACKAGES			
5550-0149-534	Whelen M6 Super LED lower level warning light package. Includes (10) red M6R LED light heads w/chrome flanges. Locate side facing lights: at forward most position, centered in rear wheel well, and on side of beavertail.	1	
WARNING LIGHTS			
5600-0078-479-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location rear upper body on aerial style brackets.	1	
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
SIRENS			
5500-0009	Federal PA300 electronic siren recessed mounted.	1	
5500-0024-B13	The primary electronic siren control is to be located center console.	1	
SPEAKERS			
5510-0029-209	Speaker, Federal Signal Dynamax ES100 with "E-ONE" grille through bumper. Location: driver side front bumper.	1	
DOT LIGHTING			
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0022	Marker light LED body package. Commercial pumper bodies only.	1	
5150-0102	Whelen M6 series LED vertical mount tail lights. Includes LED stop/tail, arrow turn and back-up lights with vertical 3 light housing and weatherproof connectors.	1	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0011	Compartment light package LED for small bodies.	1	
5380-0030	Ground light package LED - small.	1	
LIGHTS - DECK AND SCENE			
5390-0003	Hose bed light Truck-Lite. Locate at the front area of the hose bed. Switched with work light switch in cab.	1	
5390-0022	Crosslay light Truck-Lite. Locate to rear of crosslay (SM) and forward of crosslay (TM as applicable). Switched with work light switch in cab.	1	
5390-0024-395	Deck Light - Truck-Lite (PR). Location: rear body/beavertail area on the trailing edge up high.	1	

Salescode	Extended Description	Qty	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
5400-0010	Incandescent pump compartment light (EA).	1	
5400-0031	Pair of Cab Dome Large Lights mounted driver and officer side front. N/A on E-One Chassis. Required on Comm Chassis.	1	
5400-0259	TecNiq model E10 pump panel LED light package with (3) lights per side pump panel. Pump panels over 45" may require additional lights. Side mount only.	1	
CONTROLS / SWITCHES			
5100-0000-198	Foot switch to control air horns located driver's side.	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
ELBOWS			
7400-0012	Chrome discharge elbow 2.5" FNST x 2.5" Male 3.187 x 6 thread per inch with a 2.5" Female 3.187 x 6 thread per inch chrome rocker lug cap with chain, 45 Degree.	3	
HOSE / NOZZLES			
7700-0004	Hard suction hose 6" X 10'. Smooth bore, black rubber hard suction hose for heavy duty service. Built with a spiral wire helix, and nylon fabric reinforcement piles. Tube and cover are taut, black rubber that is age and abrasion resistant.	2	
GROUND LADDERS			
7800-0007	Alco-Lite PRL-14' roof ladder.	1	
7800-0016	Alco-Lite PEL-24' 2-section extension ladder.	1	
7800-0032	Alco-Lite FL-10, 10' folding ladder w/safety shoes.	1	
MISC LOOSE EQUIPMENT			
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0089	All applicable pump/pre-connect application modules are to have a sanded finish (not painted job color). Includes upper and lower pump modules, crosswalk module and/or speedlay/pre-connect module (as applicable). Rear mounted body/pump module to be painted job color.	1	
8100-0116	Rear body surface to have a sanded finish (not painted job color). Includes hinged doors that do not have discrete sales codes and removable panels.	1	

Salescode	Extended Description	Qty	
EXTERIOR PAINT			
8100-0182-000-17	Paint Body - Small - For Pumpers, Rear Mounts, S/A Tankers/Wetsides and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0516-000-7W	Peterbilt cab paint (by chassis OEM). Paint to match As Specified.	1	
STRIPING			
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	
8300-0330	Single NFPA Scotchlite Stripe - upto 6" wide and straight on cab and the body. Size, color and location as specified by the customer.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
GRAPHICS			
8400-0067	E-ONE logo with grey backing on M6 series vertical tail light housing (PR).	1	
WARRANTY / STANDARD			
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0005	10 Year Stainless Steel Plumbing Warranty - Statement of Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
9100-0039	1 year full warranty.	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	
Dealer Supplied Equipment			

ITEM #3

Tanker

Freightliner



Fire Apparatus Quotation for:
BUYBOARD COOPERATIVE PURCHASING
Freightliner Chassis
Item#3



Quotation Number: 90494 Rev: 5

Unit Description: PMPR-COMM

Quote Description: Pumper, Commercial Chassis

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
3090-0007	Hosebed hoseload allowance on the apparatus shall be 1200 lbs.	1	
3340-1137-12B	Equipment allowance on the apparatus shall be 2000 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
CHASSIS PREP			
1020-0010	Comm Chassis Prep E-1 supplied Freightliner.	1	
TIRE OPTIONS			
1060-0117	RWC AirGuard LED tire pressure monitoring valve stem caps (6) for single rear axle applications.	1	
AIR SYSTEM OPTIONS			
1110-0010-277	Air inlet. To charge brake system. Commercial chassis only. Location: driver's door step area.	1	
ENGINES & TRANSMISSIONS			
1200-0137	Electronic speed limiting set to 60 MPH.	1	
1200-0357	Cummins L9 engine, 300 HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed	1	

CHASSIS OPTIONS		
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1680-0011	Tow eyes rear below body, painted.	1
1680-0078	Tow hooks front OEM. Not available with extended E-ONE installed front bumper.	1

Salescode	Extended Description	Qty	
CHASSIS OPTIONS			
1680-0104	Tow hooks are OEM supplied with chassis. OEM chassis step package for Freightliner M2 series. Includes mounting plate for the battery charger receptacle and air inlet.	1	
CAB MODEL			
1500-0008	Two door Freightliner M2 106 4x2	1	
CAB BADGE PACKAGE			
1610-0000	Cab and body to have applicable E-ONE logos.	1	
CAB DOOR OPTIONS			
1550-0227	Reflective striping shall be installed on commercial cab doors, visible when the door is open, meeting NFPA requirement of 96 sq. in. coverage for each door.	1	
MISC EXTERIOR CAB OPTIONS			
1675-0007	Diesel fuel only label.	1	
SEATS			
1685-0012	Seating capacity tag of two occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0450	Center control console painted black Zolatone. Locate in cab between driver and officer. Includes area for NFPA siren, electrical, and in-cab controls (as applicable) switching.	1	
CAB ELECTRICAL OPTIONS			
1750-0059-277-04	Receptacle inlet 20 amp with a Yellow cover. Location: driver's door step area.	1	
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	
BODY COMPT LEFT SIDE			
3100-0128	Driver side body with full height 60" wide forward and 42" wide rearward compartmentation. Includes (1) 56" wide compartment over the wheel well.	1	
BODY COMPT RIGHT SIDE			
3120-0123	Officer half side body with 60" wide forward and 42" wide rearward compartmentation. Includes adjustable ladder tracks.	1	
BODY COMPT REAR			
3110-0005	Full Height Rear Compartment. Includes smooth plate panels.	1	
3110-0034	Upper rear compartment depth to be shallow.	1	

Salescode	Extended Description	Qty	
BODY COMPT REAR			
3340-0080	Bolt-on diamond plate 18" tailboard (full width of body). Includes (2) squared off beavertails (no stanchions) with removable outer panels and handrails- (2) vertical on trailing edge of body and horizontal mounted handrail(s) below hosebed.	1	
DOORS			
3300-0017-004	Door roll up short (up to 45") with satin finish ROM. Location(s): L2.	1	
3300-0019-003	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L1.	1	
3300-0019-005	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L3.	1	
3300-0019-027	Door roll up tall (greater than 45") with satin finish ROM. Location(s): B1.	1	
3300-0289-015	Door double vertical hinged w/rotary latches - painted . Location(s): R1 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0289-016	Door double vertical hinged w/rotary latches - painted . Location(s): R2 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
COVERS			
3305-0007-000-13	Vinyl Black hose bed cover with attached rear flap(s).	1	
3305-0008-000-13	Vinyl Black crosslay cover with attached side flaps.	1	
PUMP MODULE			
3130-0167	Pump module to be 76" wide (side to side). Includes upper, lower, crosswalk, speedlay and tranverse module(s) if applicable.	1	
3130-0523	Side mount pump module. Extruded aluminum with runningboards.	1	
3130-0532	Pump panel opening is 39" wide. Pumper / tanker only.	1	
3130-0539	Pump module height is 75". Pumper / tanker only.	1	
PUMP PANELS			
3134-0016	Stainless steel driver and officer side pump panels.	1	
3134-0143	Officer side pump panel to be vertical hinged on forward extrusion. Panel to be (3) pieces with upper (2) panels secured in the closed position with push button latches. Upper panel to be held open with gas shock.	1	
MISC PUMP PANEL OPTIONS			
4460-0003	Pump panel tags color coded per NFPA compliance.	1	
PUMP MODULE OPTIONS			

Salescode	Extended Description	Qty	
PUMP MODULE OPTIONS			
3136-0058	E-ONE logo mounted one each side on pump module/preconnect panels. Logos to be sized as applicable to available space on panels.	1	
3136-0138	Pump module storage pan.	1	
3136-0139	Crosslay double 7.5" wide each to hold up to 200' of 2.0" DJ hose (each).	1	
WATER TANK			
4010-0099	Fill tower(s) to be located offset to officer side of water tank.	1	
4010-0182	1530 Gallon "T" Water Tank. UPF Poly III color fill towers. Note: Any foam cell(s) and/or storage options through the tank will reduce the overall water capacity.	1	
TANK PLUMBING			
4450-0010	2" tank fill Akron manual valve.	1	
4450-0119	3" tank to pump Akron manual valve w/4" tank connection.	1	
LADDER STORAGE / RACKS			
3365-0031	Hard Suction Storage Rack. Officer side in adjustable track above ladders (if applicable). Includes spring hold downs and scuff plates.	2	
3365-0049	Brand of ladders capable of being carried on unit to be Alco-Lite.	1	
3365-0087-C57	The length of ladders capable of being stored shall be the following: 24' 2-section and 14' roof ladder.	1	
HANDRAILS / STEPS			
3330-0277	Innovative Controls dual lighted LED folding steps rear NFPA. Includes folding steps on driver side rear of the body. (staggered stepped as applicable with tailboard depth) for NFPA hosebed access and handrail mounted on driver side upper hosebed side (as applicable).	1	
MISC BODY OPTIONS			
3340-0004	Hosebed above the booster tank. Includes forward hosebed and tower(s) cover plate work (as applicable). Hosebed adjustable divider extrusion rearward of the furthest tower is to run full width of the hosebed (as is practical with other hosebed mounted equipment).	1	
3340-0015	Diamond plate single axle wheel well. Includes bolt-on composite wheel well liners and aluminum trim fenderettes.	1	
3340-0035	Divider Long. To run full length of hose bed (front to rear).	1	
3340-0075	Body mainframe and hosebed side assemblies for a 90" high body.	1	
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
3340-0110	The rear of each hose bed divider to have a hand hold cut-out(s).	1	

Salescode	Extended Description	Qty	
MISC BODY OPTIONS			
3340-0145	Rub rail for the body and pump area module(s).	1	
3340-0681	Body mainframe layout line to be 24". Includes body and all applicable modules.	1	
PUMPS			
4005-0030	Rating 1250 GPM	1	
4005-0195	Hale QFLO 750-1250 GPM pump, single stage. Requires primer option.	1	
PUMP CERTIFICATION			
4475-0000	Pump certification 750-2250 GPM	1	
PUMP OPTIONS			
4015-0029	Hale pressure relief valve.	1	
4015-0037	Engine throttle, vernier.	1	
4015-0053-198	Steamers to be Flush + 1". Location: driver's side.	1	
4015-0053-199	Steamers to be Flush + 1". Location: officer's side.	1	
4015-0098	Manual operated master pump drain. The master drain shall be clearly marked and placed in accessible location on pump panel.	1	
4015-0238	Hale electric primer (oil-less).	1	
INTAKES			
4440-0005	2.5" Left Intake Akron Manual Valve.	1	
INTAKE OPTIONS			
4445-0009	Intake relief valve, Akron.	1	
DISCHARGES AND PRECONNECTS			
4415-0012-654	1.5" Crosslay with Akron manual valve. Location: crosslay 1 & 2.	2	
4415-0014-581	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 1.	1	
4415-0014-582	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 2.	1	
4415-0016-583	2.5" Right Pump Panel Discharge Akron Manual Valve. Location: right side discharge 1.	1	
4415-0022-350	2.5" Left Rear Discharge Akron Manual Valve. Location: left rear discharge.	1	
4415-0041	3" Deck Gun Discharge, Akron manual valve. (outlet shall terminate with MNPT threads unless extend gun is install)	1	
4417-0106-L65	Deck gun piping to be positioned centered in deck gun channel.	1	

Salescode	Extended Description	Qty	
DISCHARGE OPTIONS			
4417-0175	Innovative Controls push/pull valve controls with locking T handles.	1	
4417-0176	Innovative Controls 3/4" bleeder/drain valve include lift lever with ergonomic grip.	7	
4417-0185	Innovative Controls discharge and intake bezels with integral color code and verbiage for side mount pump panel.	1	
4417-0246	Dealer installed monitor, make and model as specified.	1	
GAUGES			
4435-0069	Class 1 ENFO IV system on pump operator's panel.	1	
4435-0083	Innovative Controls 10 LED SL series water tank level gauge. On pump panel.	1	
4435-0246	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel.	7	
4435-0247	4" Innovative Controls stainless steel case master pressure gauges with bezel. Intake 30-0-400, and discharge 0-400.	1	
ELECTRICAL SYSTEMS			
5010-0014-G97	Vehicle data recorder for commercial cab - 2009 / 2016 NFPA compliant. Includes occupant detection with display. Display location: cab dash above transmission shift panel.	1	
5010-0036	V-MUX Electrical system for pumper / tanker / rescue.	1	
5010-0059-339	VFD Text display for V-MUX electrical system. Location: center of dash.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0267	Light bar Whelen Justice model JE2NFPA 56" LED with clear lenses and MKEZ7 mounts. N/A on Vista roofs with front facing windows. Includes (4) red corner facing LIN6 LED lights, (6) forward facing CON3 Linear LED lights; (4) red, (2) white. Location: Centered on the front cab roof.	1	
WARNING LIGHT PACKAGES			
5550-0149-534	Whelen M6 Super LED lower level warning light package. Includes (10) red M6R LED light heads w/chrome flanges. Locate side facing lights: at forward most position, centered in rear wheel well, and on side of beavertail.	1	
WARNING LIGHTS			
5600-0078-479-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location rear upper body on aerial style brackets.	1	

Salescode	Extended Description	Qty	
WARNING LIGHTS			
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
SIRENS			
5500-0009	Federal PA300 electronic siren recessed mounted.	1	
5500-0024-B13	The primary electronic siren control is to be located center console.	1	
SPEAKERS			
5510-0029-209	Speaker, Federal Signal Dynamax ES100 with "E-ONE" grille through bumper. Location: driver side front bumper.	1	
DOT LIGHTING			
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0022	Marker light LED body package. Commercial pumper bodies only.	1	
5150-0102	Whelen M6 series LED vertical mount tail lights. Includes LED stop/tail, arrow turn and back-up lights with vertical 3 light housing and weatherproof connectors.	1	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0011	Compartment light package LED for small bodies.	1	
5380-0030	Ground light package LED - small.	1	
LIGHTS - DECK AND SCENE			
5390-0058-395	Deck Lights - Truck-Lite LED model 81380 (PR). Location: rear body/beavertail area on the trailing edge up high.	1	
5390-0216	Hose bed light Optronics LED model TLL44 Locate at front of hose bed. Switched with work light switch in cab.	1	
5390-0217	Crosslay light Optronics LED model TLL44. Locate to rear of crosslay (SM) and forward of crosslay (TM as applicable). Switched with work light switch in cab.	1	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
5400-0011	LED pump compartment light (EA).	1	
5400-0031	Pair of Cab Dome Large Lights mounted driver and officer side front. N/A on E-One Chassis. Required on Comm Chassis.	1	
5400-0259	TecNiq model E10 pump panel LED light package with (3) lights per side pump panel. Pump panels over 45" may require additional lights. Side mount only.	1	
CONTROLS / SWITCHES			

Salescode	Extended Description	Qty	
CONTROLS / SWITCHES			
5100-0000-198	Foot switch to control air horns located driver's side.	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
ELBOWS			
7400-0012	Chrome discharge elbow 2.5" FNST x 2.5" Male 3.187 x 6 thread per inch with a 2.5" Female 3.187 x 6 thread per inch chrome rocker lug cap with chain, 45 Degree.	3	
HOSE / NOZZLES			
7700-0004	Hard suction hose 6" X 10'. Smooth bore, black rubber hard suction hose for heavy duty service. Built with a spiral wire helix, and nylon fabric reinforcement piles. Tube and cover are taut, black rubber that is age and abrasion resistant.	2	
GROUND LADDERS			
7800-0007	Alco-Lite PRL-14' roof ladder.	1	
7800-0016	Alco-Lite PEL-24' 2-section extension ladder.	1	
7800-0032	Alco-Lite FL-10, 10' folding ladder w/safety shoes.	1	
MISC LOOSE EQUIPMENT			
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0089	All applicable pump/pre-connect application modules are to have a sanded finish (not painted job color). Includes upper and lower pump modules, crosswalk module and/or speedlay/pre-connect module (as applicable). Rear mounted body/pump module to be painted job color.	1	
8100-0116	Rear body surface to have a sanded finish (not painted job color). Includes hinged doors that do not have discrete sales codes and removable panels.	1	
8100-0182-000-17	Paint Body - Small - For Pumpers, Rear Mounts, S/A Tankers/Wetsides and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0443-000-17	Freightliner cab paint (by chassis OEM). Paint to match FLNA3225E-1 Red.	1	
STRIPING			
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	

Salescode	Extended Description	Qty	
STRIPING			
8300-0331	Single NFPA Scotchlite Stripe - upto 6" wide with hockey style, Z or S style or other customer specific design style. Stripe to be installed on cab and the body. Size, color and location as specified by the customer.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
GRAPHICS			
8400-0067	E-ONE logo with grey backing on M6 series vertical tail light housing (PR).	1	
WARRANTY / STANDARD			
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0005	10 Year Stainless Steel Plumbing Warranty - Statement of Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
9100-0039	1 year full warranty.	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	
Dealer Supplied Equipment			

ITEM #3

Tanker

International



Fire Apparatus Quotation for:
BUYBOARD COOPERATIVE PURCHASING
International Chassis
Item #3



Quotation Number: 72733 Rev: 16

Unit Description: PMPR-COMM

Quote Description: Pumper, Commercial Chassis

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
3090-0007	Hosebed hoseload allowance on the apparatus shall be 1200 lbs.	1	
3340-1137-12B	Equipment allowance on the apparatus shall be 2000 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
CHASSIS PREP			
1020-0011	Commercial Chassis Prep for E-1supplied International chassis	1	
TIRE OPTIONS			
1060-0117	RWC AirGuard LED tire pressure monitoring valve stem caps (6) for single rear axle applications.	1	
AIR SYSTEM OPTIONS			
1110-0010-277	Air inlet. To charge brake system. Commercial chassis only. Location: driver's door step area.	1	
ENGINES & TRANSMISSIONS			
1200-0137	Electronic speed limiting set to 60 MPH.	1	
1200-0357	Cummins L9 engine, 300 HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed	1	
CHASSIS OPTIONS			
1680-0011	Tow eyes rear below body, painted.	1	
1680-0078	Tow hooks front OEM. Not available with extended E-ONE installed front bumper.	1	

Salescode	Extended Description	Qty	
CHASSIS OPTIONS			
1680-0106	Tow hooks are OEM supplied with chassis. OEM chassis step package for International 4000 and 7000 series. Includes mounting plate for the battery charger receptacle and air inlet.	1	
CAB MODEL			
1500-0012	CAB 2DR INTL 7400 4x2.	1	
CAB BADGE PACKAGE			
1610-0000	Cab and body to have applicable E-ONE logos.	1	
CAB DOOR OPTIONS			
1550-0227	Reflective striping shall be installed on commercial cab doors, visible when the door is open, meeting NFPA requirement of 96 sq. in. coverage for each door.	1	
MISC EXTERIOR CAB OPTIONS			
1675-0007	Diesel fuel only label.	1	
SEATS			
1685-0012	Seating capacity tag of two occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0450	Center control console painted black Zolatone. Locate in cab between driver and officer. Includes area for NFPA siren, electrical, and in-cab controls (as applicable) switching.	1	
CAB ELECTRICAL OPTIONS			
1750-0059-277-04	Receptacle inlet 20 amp with a Yellow cover. Location: driver's door step area.	1	
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	
BODY COMPT LEFT SIDE			
3100-0128	Driver side body with full height 60" wide forward and 42" wide rearward compartmentation. Includes (1) 56" wide compartment over the wheel well.	1	
BODY COMPT RIGHT SIDE			
3120-0123	Officer half side body with 60" wide forward and 42" wide rearward compartmentation. Includes adjustable ladder tracks.	1	
BODY COMPT REAR			
3110-0005	Full Height Rear Compartment. Includes smooth plate panels.	1	
3110-0034	Upper rear compartment depth to be shallow.	1	

Salescode	Extended Description	Qty	
BODY COMPT REAR			
3340-0080	Bolt-on diamond plate 18" tailboard (full width of body). Includes (2) squared off beavertails (no stanchions) with removable outer panels and handrails- (2) vertical on trailing edge of body and horizontal mounted handrail(s) below hosebed.	1	
DOORS			
3300-0017-004	Door roll up short (up to 45") with satin finish ROM. Location(s): L2.	1	
3300-0019-003	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L1.	1	
3300-0019-005	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L3.	1	
3300-0019-027	Door roll up tall (greater than 45") with satin finish ROM. Location(s): B1.	1	
3300-0289-015	Door double vertical hinged w/rotary latches - painted . Location(s): R1 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0289-016	Door double vertical hinged w/rotary latches - painted . Location(s): R2 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
COVERS			
3305-0007-000-13	Vinyl Black hose bed cover with attached rear flap(s).	1	
3305-0008-000-13	Vinyl Black crosslay cover with attached side flaps.	1	
PUMP MODULE			
3130-0167	Pump module to be 76" wide (side to side). Includes upper, lower, crosswalk, speedlay and tranverse module(s) if applicable.	1	
3130-0523	Side mount pump module. Extruded aluminum with runningboards.	1	
3130-0532	Pump panel opening is 39" wide. Pumper / tanker only.	1	
3130-0539	Pump module height is 75". Pumper / tanker only.	1	
PUMP PANELS			
3134-0016	Stainless steel driver and officer side pump panels.	1	
3134-0143	Officer side pump panel to be vertical hinged on forward extrusion. Panel to be (3) pieces with upper (2) panels secured in the closed position with push button latches. Upper panel to be held open with gas shock.	1	
MISC PUMP PANEL OPTIONS			
4460-0003	Pump panel tags color coded per NFPA compliance.	1	
PUMP MODULE OPTIONS			

Salescode	Extended Description	Qty	
PUMP MODULE OPTIONS			
3136-0058	E-ONE logo mounted one each side on pump module/preconnect panels. Logos to be sized as applicable to available space on panels.	1	
3136-0138	Pump module storage pan.	1	
3136-0139	Crosslay double 7.5" wide each to hold up to 200' of 2.0" DJ hose (each).	1	
WATER TANK			
4010-0099	Fill tower(s) to be located offset to officer side of water tank.	1	
4010-0182	1530 Gallon "T" Water Tank. UPF Poly III color fill towers. Note: Any foam cell(s) and/or storage options through the tank will reduce the overall water capacity.	1	
TANK PLUMBING			
4450-0010	2" tank fill Akron manual valve.	1	
4450-0119	3" tank to pump Akron manual valve w/4" tank connection.	1	
LADDER STORAGE / RACKS			
3365-0031	Hard Suction Storage Rack. Officer side in adjustable track above ladders (if applicable). Includes spring hold downs and scuff plates.	2	
3365-0049	Brand of ladders capable of being carried on unit to be Alco-Lite.	1	
3365-0087-C57	The length of ladders capable of being stored shall be the following: 24' 2-section and 14' roof ladder.	1	
HANDRAILS / STEPS			
3330-0277	Innovative Controls dual lighted LED folding steps rear NFPA. Includes folding steps on driver side rear of the body. (staggered stepped as applicable with tailboard depth) for NFPA hosebed access and handrail mounted on driver side upper hosebed side (as applicable).	1	
MISC BODY OPTIONS			
3340-0004	Hosebed above the booster tank. Includes forward hosebed and tower(s) cover plate work (as applicable). Hosebed adjustable divider extrusion rearward of the furthest tower is to run full width of the hosebed (as is practical with other hosebed mounted equipment).	1	
3340-0015	Diamond plate single axle wheel well. Includes bolt-on composite wheel well liners and aluminum trim fenderettes.	1	
3340-0035	Divider Long. To run full length of hose bed (front to rear).	1	
3340-0075	Body mainframe and hosebed side assemblies for a 90" high body.	1	
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
3340-0110	The rear of each hose bed divider to have a hand hold cut-out(s).	1	

Salescode	Extended Description	Qty	
MISC BODY OPTIONS			
3340-0145	Rub rail for the body and pump area module(s).	1	
3340-0680	Body mainframe layout line to be 23". Includes body and all applicable modules.	1	
PUMPS			
4005-0030	Rating 1250 GPM	1	
4005-0195	Hale QFLO 750-1250 GPM pump, single stage. Requires primer option.	1	
PUMP CERTIFICATION			
4475-0000	Pump certification 750-2250 GPM	1	
PUMP OPTIONS			
4015-0029	Hale pressure relief valve.	1	
4015-0037	Engine throttle, vernier.	1	
4015-0053-198	Steamers to be Flush + 1". Location: driver's side.	1	
4015-0053-199	Steamers to be Flush + 1". Location: officer's side.	1	
4015-0098	Manual operated master pump drain. The master drain shall be clearly marked and placed in accessible location on pump panel.	1	
4015-0238	Hale electric primer (oil-less).	1	
INTAKES			
4440-0005	2.5" Left Intake Akron Manual Valve.	1	
INTAKE OPTIONS			
4445-0009	Intake relief valve, Akron.	1	
DISCHARGES AND PRECONNECTS			
4415-0012-654	1.5" Crosslay with Akron manual valve. Location: crosslay 1 & 2.	2	
4415-0014-581	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 1.	1	
4415-0014-582	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 2.	1	
4415-0016-583	2.5" Right Pump Panel Discharge Akron Manual Valve. Location: right side discharge 1.	1	
4415-0022-350	2.5" Left Rear Discharge Akron Manual Valve. Location: left rear discharge.	1	
4415-0041	3" Deck Gun Discharge, Akron manual valve. (outlet shall terminate with MNPT threads unless extend gun is install)	1	
4417-0106-L65	Deck gun piping to be positioned centered in deck gun channel.	1	

Salescode	Extended Description	Qty	
DISCHARGE OPTIONS			
4417-0175	Innovative Controls push/pull valve controls with locking T handles.	1	
4417-0176	Innovative Controls 3/4" bleeder/drain valve include lift lever with ergonomic grip.	7	
4417-0185	Innovative Controls discharge and intake bezels with integral color code and verbiage for side mount pump panel.	1	
4417-0246	Dealer installed monitor, make and model as specified.	1	
GAUGES			
4435-0069	Class 1 ENFO IV system on pump operator's panel.	1	
4435-0083	Innovative Controls 10 LED SL series water tank level gauge. On pump panel.	1	
4435-0246	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel.	7	
4435-0247	4" Innovative Controls stainless steel case master pressure gauges with bezel. Intake 30-0-400, and discharge 0-400.	1	
ELECTRICAL SYSTEMS			
5010-0014-E12	Vehicle data recorder for commercial cab - 2009 / 2016 NFPA compliant. Includes occupant detection with display. Display location: outboard on driver's side overhead console.	1	
5010-0036	V-MUX Electrical system for pumper / tanker / rescue.	1	
5010-0059-339	VFD Text display for V-MUX electrical system. Location: center of dash.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0267	Light bar Whelen Justice model JE2NFPA 56" LED with clear lenses and MKEZ7 mounts. N/A on Vista roofs with front facing windows. Includes (4) red corner facing LIN6 LED lights, (6) forward facing CON3 Linear LED lights; (4) red, (2) white. Location: Centered on the front cab roof.	1	
WARNING LIGHT PACKAGES			
5550-0149-534	Whelen M6 Super LED lower level warning light package. Includes (10) red M6R LED light heads w/chrome flanges. Locate side facing lights: at forward most position, centered in rear wheel well, and on side of beavertail.	1	
WARNING LIGHTS			
5600-0078-479-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location rear upper body on aerial style brackets.	1	

Salescode	Extended Description	Qty	
WARNING LIGHTS			
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
SIRENS			
5500-0009	Federal PA300 electronic siren recessed mounted.	1	
5500-0024-B13	The primary electronic siren control is to be located center console.	1	
SPEAKERS			
5510-0029-210	Speaker, Federal Signal Dynamax ES100 with "E-ONE" grille through bumper. Location: center front bumper.	1	
DOT LIGHTING			
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0022	Marker light LED body package. Commercial pumper bodies only.	1	
5150-0102	Whelen M6 series LED vertical mount tail lights. Includes LED stop/tail, arrow turn and back-up lights with vertical 3 light housing and weatherproof connectors.	1	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0011	Compartment light package LED for small bodies.	1	
5380-0030	Ground light package LED - small.	1	
LIGHTS - DECK AND SCENE			
5390-0058-395	Deck Lights - Truck-Lite LED model 81380 (PR). Location: rear body/beavertail area on the trailing edge up high.	1	
5390-0216	Hose bed light Optronics LED model TLL44 Locate at front of hose bed. Switched with work light switch in cab.	1	
5390-0217	Crosslay light Optronics LED model TLL44. Locate to rear of crosslay (SM) and forward of crosslay (TM as applicable). Switched with work light switch in cab.	1	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
5400-0011	LED pump compartment light (EA).	1	
5400-0031	Pair of Cab Dome Large Lights mounted driver and officer side front. N/A on E-One Chassis. Required on Comm Chassis.	1	
5400-0259	TecNiq model E10 pump panel LED light package with (3) lights per side pump panel. Pump panels over 45" may require additional lights. Side mount only.	1	
CONTROLS / SWITCHES			

Salescode	Extended Description	Qty	
CONTROLS / SWITCHES			
5100-0000-198	Foot switch to control air horns located driver's side.	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
ELBOWS			
7400-0012	Chrome discharge elbow 2.5" FNST x 2.5" Male 3.187 x 6 thread per inch with a 2.5" Female 3.187 x 6 thread per inch chrome rocker lug cap with chain, 45 Degree.	3	
HOSE / NOZZLES			
7700-0004	Hard suction hose 6" X 10'. Smooth bore, black rubber hard suction hose for heavy duty service. Built with a spiral wire helix, and nylon fabric reinforcement piles. Tube and cover are taut, black rubber that is age and abrasion resistant.	2	
GROUND LADDERS			
7800-0007	Alco-Lite PRL-14' roof ladder.	1	
7800-0016	Alco-Lite PEL-24' 2-section extension ladder.	1	
7800-0032	Alco-Lite FL-10, 10' folding ladder w/safety shoes.	1	
MISC LOOSE EQUIPMENT			
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0089	All applicable pump/pre-connect application modules are to have a sanded finish (not painted job color). Includes upper and lower pump modules, crosswalk module and/or speedlay/pre-connect module (as applicable). Rear mounted body/pump module to be painted job color.	1	
8100-0116	Rear body surface to have a sanded finish (not painted job color). Includes hinged doors that do not have discrete sales codes and removable panels.	1	
8100-0182-000-17	Paint Body - Small - For Pumpers, Rear Mounts, S/A Tankers/Wetsides and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0442-000-17	International cab paint (by chassis OEM). Paint to match FLNA3225E-1 Red.	1	
STRIPING			
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	

Salescode	Extended Description	Qty	
STRIPING			
8300-0331	Single NFPA Scotchlite Stripe - upto 6" wide with hockey style, Z or S style or other customer specific design style. Stripe to be installed on cab and the body. Size, color and location as specified by the customer.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
GRAPHICS			
8400-0067	E-ONE logo with grey backing on M6 series vertical tail light housing (PR).	1	
WARRANTY / STANDARD			
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0005	10 Year Stainless Steel Plumbing Warranty - Statement of Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
9100-0039	1 year full warranty.	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	
Dealer Supplied Equipment			

ITEM #3

Tanker

Kenworth



Fire Apparatus Quotation for:
BUYBOARD COOPERATIVE PURCHASING
Kenworth Chassis
Item #3



Quotation Number: 90495 Rev: 4

Unit Description: PMPR-COMM

Quote Description: Pumper, Commercial Chassis

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
3090-0007	Hosebed hoseload allowance on the apparatus shall be 1200 lbs.	1	
3340-1137-12B	Equipment allowance on the apparatus shall be 2000 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
CHASSIS PREP			
1020-0035	Commercial Chasis Prep E-1 supplied Kenworth	1	
TIRE OPTIONS			
1060-0117	RWC AirGuard LED tire pressure monitoring valve stem caps (6) for single rear axle applications.	1	
AIR SYSTEM OPTIONS			
1110-0010-277	Air inlet. To charge brake system. Commercial chassis only. Location: driver's door step area.	1	
ENGINES & TRANSMISSIONS			
1200-0137	Electronic speed limiting set to 60 MPH.	1	
1200-0336	PACCAR PX-9 engine 380 HP @ 2000 RPM, 1150 lb-ft Torque @ 1400 RPM, 2200 RPM Governed Speed	1	
CHASSIS OPTIONS			
1680-0011	Tow eyes rear below body, painted.	1	
1680-0078	Tow hooks front OEM. Not available with extended E-ONE installed front bumper.	1	

Salescode	Extended Description	Qty	
CHASSIS OPTIONS			
1680-0252	Tow hooks are OEM supplied with chassis. OEM chassis step package for Kenworth Commercial Chassis. Includes mounting plate for the battery charger receptacle and air inlet.	1	
CAB MODEL			
1520-0152	Kenworth commercial cab and chassis two (2) door T370 4X2. PX-9 engines up to 380 HP.	1	
CAB BADGE PACKAGE			
1610-0000	Cab and body to have applicable E-ONE logos.	1	
CAB DOOR OPTIONS			
1550-0227	Reflective striping shall be installed on commercial cab doors, visible when the door is open, meeting NFPA requirement of 96 sq. in. coverage for each door.	1	
MISC EXTERIOR CAB OPTIONS			
1675-0007	Diesel fuel only label.	1	
SEATS			
1685-0012	Seating capacity tag of two occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0450	Center control console painted black Zolatone. Locate in cab between driver and officer. Includes area for NFPA siren, electrical, and in-cab controls (as applicable) switching.	1	
CAB ELECTRICAL OPTIONS			
1750-0059-277-04	Receptacle inlet 20 amp with a Yellow cover. Location: driver's door step area.	1	
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	
BODY COMPT LEFT SIDE			
3100-0128	Driver side body with full height 60" wide forward and 42" wide rearward compartmentation. Includes (1) 56" wide compartment over the wheel well.	1	
BODY COMPT RIGHT SIDE			
3120-0123	Officer half side body with 60" wide forward and 42" wide rearward compartmentation. Includes adjustable ladder tracks.	1	
BODY COMPT REAR			
3110-0005	Full Height Rear Compartment. Includes smooth plate panels.	1	

Salescode	Extended Description	Qty	
BODY COMPT REAR			
3110-0034	Upper rear compartment depth to be shallow.	1	
3340-0080	Bolt-on diamond plate 18" tailboard (full width of body). Includes (2) squared off beavertails (no stanchions) with removable outer panels and handrails- (2) vertical on trailing edge of body and horizontal mounted handrail(s) below hosebed.	1	
DOORS			
3300-0017-004	Door roll up short (up to 45") with satin finish ROM. Location(s): L2.	1	
3300-0019-003	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L1.	1	
3300-0019-005	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L3.	1	
3300-0019-027	Door roll up tall (greater than 45") with satin finish ROM. Location(s): B1.	1	
3300-0289-015	Door double vertical hinged w/rotary latches - painted . Location(s): R1 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0289-016	Door double vertical hinged w/rotary latches - painted . Location(s): R2 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
COVERS			
3305-0007-000-13	Vinyl Black hose bed cover with attached rear flap(s).	1	
3305-0008-000-13	Vinyl Black crosslay cover with attached side flaps.	1	
PUMP MODULE			
3130-0167	Pump module to be 76" wide (side to side). Includes upper, lower, crosswalk, speedlay and tranverse module(s) if applicable.	1	
3130-0523	Side mount pump module. Extruded aluminum with runningboards.	1	
3130-0532	Pump panel opening is 39" wide. Pumper / tanker only.	1	
3130-0539	Pump module height is 75". Pumper / tanker only.	1	
PUMP PANELS			
3134-0016	Stainless steel driver and officer side pump panels.	1	
3134-0143	Officer side pump panel to be vertical hinged on forward extrusion. Panel to be (3) pieces with upper (2) panels secured in the closed position with push button latches. Upper panel to be held open with gas shock.	1	
MISC PUMP PANEL OPTIONS			
4460-0003	Pump panel tags color coded per NFPA compliance.	1	

Salescode	Extended Description	Qty	
PUMP MODULE OPTIONS			
3136-0058	E-ONE logo mounted one each side on pump module/preconnect panels. Logos to be sized as applicable to available space on panels.	1	
3136-0138	Pump module storage pan.	1	
3136-0139	Crosslay double 7.5" wide each to hold up to 200' of 2.0" DJ hose (each).	1	
WATER TANK			
4010-0099	Fill tower(s) to be located offset to officer side of water tank.	1	
4010-0182	1530 Gallon "T" Water Tank. UPF Poly III color fill towers. Note: Any foam cell(s) and/or storage options through the tank will reduce the overall water capacity.	1	
TANK PLUMBING			
4450-0010	2" tank fill Akron manual valve.	1	
4450-0119	3" tank to pump Akron manual valve w/4" tank connection.	1	
LADDER STORAGE / RACKS			
3365-0031	Hard Suction Storage Rack. Officer side in adjustable track above ladders (if applicable). Includes spring hold downs and scuff plates.	2	
3365-0049	Brand of ladders capable of being carried on unit to be Alco-Lite.	1	
3365-0087-C57	The length of ladders capable of being stored shall be the following: 24' 2-section and 14' roof ladder.	1	
HANDRAILS / STEPS			
3330-0277	Innovative Controls dual lighted LED folding steps rear NFPA. Includes folding steps on driver side rear of the body. (staggered stepped as applicable with tailboard depth) for NFPA hosebed access and handrail mounted on driver side upper hosebed side (as applicable).	1	
MISC BODY OPTIONS			
3340-0004	Hosebed above the booster tank. Includes forward hosebed and tower(s) cover plate work (as applicable). Hosebed adjustable divider extrusion rearward of the furthest tower is to run full width of the hosebed (as is practical with other hosebed mounted equipment).	1	
3340-0015	Diamond plate single axle wheel well. Includes bolt-on composite wheel well liners and aluminum trim fenderettes.	1	
3340-0035	Divider Long. To run full length of hose bed (front to rear).	1	
3340-0075	Body mainframe and hosebed side assemblies for a 90" high body.	1	
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
3340-0110	The rear of each hose bed divider to have a hand hold cut-out(s).	1	

Salescode	Extended Description	Qty	
MISC BODY OPTIONS			
3340-0145	Rub rail for the body and pump area module(s).	1	
3340-0681	Body mainframe layout line to be 24". Includes body and all applicable modules.	1	
3340-1560	Body or pump module notch to accommodate the exhaust canister for high horsepower engines (380 HP or more) on commercial chassis. Right side lower front compartments and/or pump module may be modified.	1	
PUMPS			
4005-0030	Rating 1250 GPM	1	
4005-0195	Hale QFLO 750-1250 GPM pump, single stage. Requires primer option.	1	
PUMP CERTIFICATION			
4475-0000	Pump certification 750-2250 GPM	1	
PUMP OPTIONS			
4015-0029	Hale pressure relief valve.	1	
4015-0037	Engine throttle, vernier.	1	
4015-0053-198	Steamers to be Flush + 1". Location: driver's side.	1	
4015-0053-199	Steamers to be Flush + 1". Location: officer's side.	1	
4015-0098	Manual operated master pump drain. The master drain shall be clearly marked and placed in accessible location on pump panel.	1	
4015-0238	Hale electric primer (oil-less).	1	
INTAKES			
4440-0005	2.5" Left Intake Akron Manual Valve.	1	
INTAKE OPTIONS			
4445-0009	Intake relief valve, Akron.	1	
DISCHARGES AND PRECONNECTS			
4415-0012-654	1.5" Crosslay with Akron manual valve. Location: crosslay 1 & 2.	2	
4415-0014-581	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 1.	1	
4415-0014-582	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 2.	1	
4415-0016-583	2.5" Right Pump Panel Discharge Akron Manual Valve. Location: right side discharge 1.	1	
4415-0022-350	2.5" Left Rear Discharge Akron Manual Valve. Location: left rear discharge.	1	

Salescode	Extended Description	Qty	
DISCHARGES AND PRECONNECTS			
4415-0041	3" Deck Gun Discharge, Akron manual valve. (outlet shall terminate with MNPT threads unless extend gun is install)	1	
4417-0106-L65	Deck gun piping to be positioned centered in deck gun channel.	1	
DISCHARGE OPTIONS			
4417-0175	Innovative Controls push/pull valve controls with locking T handles.	1	
4417-0176	Innovative Controls 3/4" bleeder/drain valve include lift lever with ergonomic grip.	7	
4417-0185	Innovative Controls discharge and intake bezels with integral color code and verbiage for side mount pump panel.	1	
4417-0246	Dealer installed monitor, make and model as specified.	1	
GAUGES			
4435-0069	Class 1 ENFO IV system on pump operator's panel.	1	
4435-0083	Innovative Controls 10 LED SL series water tank level gauge. On pump panel.	1	
4435-0246	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel.	7	
4435-0247	4" Innovative Controls stainless steel case master pressure gauges with bezel. Intake 30-0-400, and discharge 0-400.	1	
ELECTRICAL SYSTEMS			
5010-0014-B13	Vehicle data recorder for commercial cab - 2009 / 2016 NFPA compliant. Includes occupant detection with display. Display location: center console.	1	
5010-0036	V-MUX Electrical system for pumper / tanker / rescue.	1	
5010-0059-B13	VFD Text display for V-MUX electrical system. Location: center console.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0267	Light bar Whelen Justice model JE2NFPA 56" LED with clear lenses and MKEZ7 mounts. N/A on Vista roofs with front facing windows. Includes (4) red corner facing LIN6 LED lights, (6) forward facing CON3 Linear LED lights; (4) red, (2) white. Location: Centered on the front cab roof.	1	
WARNING LIGHT PACKAGES			
5550-0149-534	Whelen M6 Super LED lower level warning light package. Includes (10) red M6R LED light heads w/chrome flanges. Locate side facing lights: at forward most position, centered in rear wheel well, and on side of beavertail.	1	

Salescode	Extended Description	Qty	
WARNING LIGHTS			
5600-0078-479-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location rear upper body on aerial style brackets.	1	
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
SIRENS			
5500-0009	Federal PA300 electronic siren recessed mounted.	1	
5500-0024-B13	The primary electronic siren control is to be located center console.	1	
SPEAKERS			
5510-0029-209	Speaker, Federal Signal Dynamax ES100 with "E-ONE" grille through bumper. Location: driver side front bumper.	1	
DOT LIGHTING			
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0022	Marker light LED body package. Commercial pumper bodies only.	1	
5150-0102	Whelen M6 series LED vertical mount tail lights. Includes LED stop/tail, arrow turn and back-up lights with vertical 3 light housing and weatherproof connectors.	1	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0011	Compartment light package LED for small bodies.	1	
5380-0030	Ground light package LED - small.	1	
LIGHTS - DECK AND SCENE			
5390-0058-395	Deck Lights - Truck-Lite LED model 81380 (PR). Location: rear body/beavertail area on the trailing edge up high.	1	
5390-0216	Hose bed light Optronics LED model TLL44 Locate at front of hose bed. Switched with work light switch in cab.	1	
5390-0217	Crosslay light Optronics LED model TLL44. Locate to rear of crosslay (SM) and forward of crosslay (TM as applicable). Switched with work light switch in cab.	1	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
5400-0011	LED pump compartment light (EA).	1	
5400-0031	Pair of Cab Dome Large Lights mounted driver and officer side front. N/A on E-One Chassis. Required on Comm Chassis.	1	
5400-0259	TecNiq model E10 pump panel LED light package with (3) lights per side pump panel. Pump panels over 45" may require additional lights. Side mount only.	1	

Salescode	Extended Description	Qty	
CONTROLS / SWITCHES			
5100-0000-198	Foot switch to control air horns located driver's side.	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
ELBOWS			
7400-0012	Chrome discharge elbow 2.5" FNST x 2.5" Male 3.187 x 6 thread per inch with a 2.5" Female 3.187 x 6 thread per inch chrome rocker lug cap with chain, 45 Degree.	3	
HOSE / NOZZLES			
7700-0004	Hard suction hose 6" X 10'. Smooth bore, black rubber hard suction hose for heavy duty service. Built with a spiral wire helix, and nylon fabric reinforcement piles. Tube and cover are taut, black rubber that is age and abrasion resistant.	2	
GROUND LADDERS			
7800-0007	Alco-Lite PRL-14' roof ladder.	1	
7800-0016	Alco-Lite PEL-24' 2-section extension ladder.	1	
7800-0032	Alco-Lite FL-10, 10' folding ladder w/safety shoes.	1	
MISC LOOSE EQUIPMENT			
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0089	All applicable pump/pre-connect application modules are to have a sanded finish (not painted job color). Includes upper and lower pump modules, crosswalk module and/or speedlay/pre-connect module (as applicable). Rear mounted body/pump module to be painted job color.	1	
8100-0116	Rear body surface to have a sanded finish (not painted job color). Includes hinged doors that do not have discrete sales codes and removable panels.	1	
8100-0182-000-17	Paint Body - Small - For Pumpers, Rear Mounts, S/A Tankers/Wetsides and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0440-000-7W	Kenworth cab paint (by chassis OEM). Paint to match As Specified.	1	
STRIPING			
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	

Salescode	Extended Description	Qty	
STRIPING			
8300-0331	Single NFPA Scotchlite Stripe - upto 6" wide with hockey style, Z or S style or other customer specific design style. Stripe to be installed on cab and the body. Size, color and location as specified by the customer.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
GRAPHICS			
8400-0067	E-ONE logo with grey backing on M6 series vertical tail light housing (PR).	1	
WARRANTY / STANDARD & EXTENDED			
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0005	10 Year Stainless Steel Plumbing Warranty - Statement of Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
9100-0039	1 year full warranty.	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	
Dealer Supplied Equipment			

ITEM #3

Tanker

Peterbilt



Fire Apparatus Quotation for:
BUYBOARD COOPERATIVE PURCHASING
Peterbilt Chassis
Item #3



Quotation Number: 72733 Rev: 16

Unit Description: PMPR-COMM

Quote Description: Pumper, Commercial Chassis

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
3090-0007	Hosebed hoseload allowance on the apparatus shall be 1200 lbs.	1	
3340-1137-12B	Equipment allowance on the apparatus shall be 2000 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
CHASSIS PREP			
1020-0011	Commercial Chassis Prep for E-1supplied International chassis	1	
TIRE OPTIONS			
1060-0117	RWC AirGuard LED tire pressure monitoring valve stem caps (6) for single rear axle applications.	1	
AIR SYSTEM OPTIONS			
1110-0010-277	Air inlet. To charge brake system. Commercial chassis only. Location: driver's door step area.	1	
ENGINES & TRANSMISSIONS			
1200-0137	Electronic speed limiting set to 60 MPH.	1	
1200-0357	Cummins L9 engine, 300 HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed	1	
CHASSIS OPTIONS			
1680-0011	Tow eyes rear below body, painted.	1	
1680-0078	Tow hooks front OEM. Not available with extended E-ONE installed front bumper.	1	

Salescode	Extended Description	Qty	
CHASSIS OPTIONS			
1680-0106	Tow hooks are OEM supplied with chassis. OEM chassis step package for International 4000 and 7000 series. Includes mounting plate for the battery charger receptacle and air inlet.	1	
CAB MODEL			
1500-0012	CAB 2DR INTL 7400 4x2.	1	
CAB BADGE PACKAGE			
1610-0000	Cab and body to have applicable E-ONE logos.	1	
CAB DOOR OPTIONS			
1550-0227	Reflective striping shall be installed on commercial cab doors, visible when the door is open, meeting NFPA requirement of 96 sq. in. coverage for each door.	1	
MISC EXTERIOR CAB OPTIONS			
1675-0007	Diesel fuel only label.	1	
SEATS			
1685-0012	Seating capacity tag of two occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0450	Center control console painted black Zolatone. Locate in cab between driver and officer. Includes area for NFPA siren, electrical, and in-cab controls (as applicable) switching.	1	
CAB ELECTRICAL OPTIONS			
1750-0059-277-04	Receptacle inlet 20 amp with a Yellow cover. Location: driver's door step area.	1	
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	
BODY COMPT LEFT SIDE			
3100-0128	Driver side body with full height 60" wide forward and 42" wide rearward compartmentation. Includes (1) 56" wide compartment over the wheel well.	1	
BODY COMPT RIGHT SIDE			
3120-0123	Officer half side body with 60" wide forward and 42" wide rearward compartmentation. Includes adjustable ladder tracks.	1	
BODY COMPT REAR			
3110-0005	Full Height Rear Compartment. Includes smooth plate panels.	1	
3110-0034	Upper rear compartment depth to be shallow.	1	

Salescode	Extended Description	Qty	
BODY COMPT REAR			
3340-0080	Bolt-on diamond plate 18" tailboard (full width of body). Includes (2) squared off beavertails (no stanchions) with removable outer panels and handrails- (2) vertical on trailing edge of body and horizontal mounted handrail(s) below hosebed.	1	
DOORS			
3300-0017-004	Door roll up short (up to 45") with satin finish ROM. Location(s): L2.	1	
3300-0019-003	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L1.	1	
3300-0019-005	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L3.	1	
3300-0019-027	Door roll up tall (greater than 45") with satin finish ROM. Location(s): B1.	1	
3300-0289-015	Door double vertical hinged w/rotary latches - painted . Location(s): R1 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0289-016	Door double vertical hinged w/rotary latches - painted . Location(s): R2 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
COVERS			
3305-0007-000-13	Vinyl Black hose bed cover with attached rear flap(s).	1	
3305-0008-000-13	Vinyl Black crosslay cover with attached side flaps.	1	
PUMP MODULE			
3130-0167	Pump module to be 76" wide (side to side). Includes upper, lower, crosswalk, speedlay and tranverse module(s) if applicable.	1	
3130-0523	Side mount pump module. Extruded aluminum with runningboards.	1	
3130-0532	Pump panel opening is 39" wide. Pumper / tanker only.	1	
3130-0539	Pump module height is 75". Pumper / tanker only.	1	
PUMP PANELS			
3134-0016	Stainless steel driver and officer side pump panels.	1	
3134-0143	Officer side pump panel to be vertical hinged on forward extrusion. Panel to be (3) pieces with upper (2) panels secured in the closed position with push button latches. Upper panel to be held open with gas shock.	1	
MISC PUMP PANEL OPTIONS			
4460-0003	Pump panel tags color coded per NFPA compliance.	1	
PUMP MODULE OPTIONS			

Salescode	Extended Description	Qty	
PUMP MODULE OPTIONS			
3136-0058	E-ONE logo mounted one each side on pump module/preconnect panels. Logos to be sized as applicable to available space on panels.	1	
3136-0138	Pump module storage pan.	1	
3136-0139	Crosslay double 7.5" wide each to hold up to 200' of 2.0" DJ hose (each).	1	
WATER TANK			
4010-0099	Fill tower(s) to be located offset to officer side of water tank.	1	
4010-0182	1530 Gallon "T" Water Tank. UPF Poly III color fill towers. Note: Any foam cell(s) and/or storage options through the tank will reduce the overall water capacity.	1	
TANK PLUMBING			
4450-0010	2" tank fill Akron manual valve.	1	
4450-0119	3" tank to pump Akron manual valve w/4" tank connection.	1	
LADDER STORAGE / RACKS			
3365-0031	Hard Suction Storage Rack. Officer side in adjustable track above ladders (if applicable). Includes spring hold downs and scuff plates.	2	
3365-0049	Brand of ladders capable of being carried on unit to be Alco-Lite.	1	
3365-0087-C57	The length of ladders capable of being stored shall be the following: 24' 2-section and 14' roof ladder.	1	
HANDRAILS / STEPS			
3330-0277	Innovative Controls dual lighted LED folding steps rear NFPA. Includes folding steps on driver side rear of the body. (staggered stepped as applicable with tailboard depth) for NFPA hosebed access and handrail mounted on driver side upper hosebed side (as applicable).	1	
MISC BODY OPTIONS			
3340-0004	Hosebed above the booster tank. Includes forward hosebed and tower(s) cover plate work (as applicable). Hosebed adjustable divider extrusion rearward of the furthest tower is to run full width of the hosebed (as is practical with other hosebed mounted equipment).	1	
3340-0015	Diamond plate single axle wheel well. Includes bolt-on composite wheel well liners and aluminum trim fenderettes.	1	
3340-0035	Divider Long. To run full length of hose bed (front to rear).	1	
3340-0075	Body mainframe and hosebed side assemblies for a 90" high body.	1	
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
3340-0110	The rear of each hose bed divider to have a hand hold cut-out(s).	1	

Salescode	Extended Description	Qty	
MISC BODY OPTIONS			
3340-0145	Rub rail for the body and pump area module(s).	1	
3340-0680	Body mainframe layout line to be 23". Includes body and all applicable modules.	1	
PUMPS			
4005-0030	Rating 1250 GPM	1	
4005-0195	Hale QFLO 750-1250 GPM pump, single stage. Requires primer option.	1	
PUMP CERTIFICATION			
4475-0000	Pump certification 750-2250 GPM	1	
PUMP OPTIONS			
4015-0029	Hale pressure relief valve.	1	
4015-0037	Engine throttle, vernier.	1	
4015-0053-198	Steamers to be Flush + 1". Location: driver's side.	1	
4015-0053-199	Steamers to be Flush + 1". Location: officer's side.	1	
4015-0098	Manual operated master pump drain. The master drain shall be clearly marked and placed in accessible location on pump panel.	1	
4015-0238	Hale electric primer (oil-less).	1	
INTAKES			
4440-0005	2.5" Left Intake Akron Manual Valve.	1	
INTAKE OPTIONS			
4445-0009	Intake relief valve, Akron.	1	
DISCHARGES AND PRECONNECTS			
4415-0012-654	1.5" Crosslay with Akron manual valve. Location: crosslay 1 & 2.	2	
4415-0014-581	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 1.	1	
4415-0014-582	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 2.	1	
4415-0016-583	2.5" Right Pump Panel Discharge Akron Manual Valve. Location: right side discharge 1.	1	
4415-0022-350	2.5" Left Rear Discharge Akron Manual Valve. Location: left rear discharge.	1	
4415-0041	3" Deck Gun Discharge, Akron manual valve. (outlet shall terminate with MNPT threads unless extend gun is install)	1	
4417-0106-L65	Deck gun piping to be positioned centered in deck gun channel.	1	

Salescode	Extended Description	Qty	
DISCHARGE OPTIONS			
4417-0175	Innovative Controls push/pull valve controls with locking T handles.	1	
4417-0176	Innovative Controls 3/4" bleeder/drain valve include lift lever with ergonomic grip.	7	
4417-0185	Innovative Controls discharge and intake bezels with integral color code and verbiage for side mount pump panel.	1	
4417-0246	Dealer installed monitor, make and model as specified.	1	
GAUGES			
4435-0069	Class 1 ENFO IV system on pump operator's panel.	1	
4435-0083	Innovative Controls 10 LED SL series water tank level gauge. On pump panel.	1	
4435-0246	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel.	7	
4435-0247	4" Innovative Controls stainless steel case master pressure gauges with bezel. Intake 30-0-400, and discharge 0-400.	1	
ELECTRICAL SYSTEMS			
5010-0014-E12	Vehicle data recorder for commercial cab - 2009 / 2016 NFPA compliant. Includes occupant detection with display. Display location: outboard on driver's side overhead console.	1	
5010-0036	V-MUX Electrical system for pumper / tanker / rescue.	1	
5010-0059-339	VFD Text display for V-MUX electrical system. Location: center of dash.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0267	Light bar Whelen Justice model JE2NFPA 56" LED with clear lenses and MKEZ7 mounts. N/A on Vista roofs with front facing windows. Includes (4) red corner facing LIN6 LED lights, (6) forward facing CON3 Linear LED lights; (4) red, (2) white. Location: Centered on the front cab roof.	1	
WARNING LIGHT PACKAGES			
5550-0149-534	Whelen M6 Super LED lower level warning light package. Includes (10) red M6R LED light heads w/chrome flanges. Locate side facing lights: at forward most position, centered in rear wheel well, and on side of beavertail.	1	
WARNING LIGHTS			
5600-0078-479-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location rear upper body on aerial style brackets.	1	

Salescode	Extended Description	Qty	
WARNING LIGHTS			
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
SIRENS			
5500-0009	Federal PA300 electronic siren recessed mounted.	1	
5500-0024-B13	The primary electronic siren control is to be located center console.	1	
SPEAKERS			
5510-0029-210	Speaker, Federal Signal Dynamax ES100 with "E-ONE" grille through bumper. Location: center front bumper.	1	
DOT LIGHTING			
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0022	Marker light LED body package. Commercial pumper bodies only.	1	
5150-0102	Whelen M6 series LED vertical mount tail lights. Includes LED stop/tail, arrow turn and back-up lights with vertical 3 light housing and weatherproof connectors.	1	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0011	Compartment light package LED for small bodies.	1	
5380-0030	Ground light package LED - small.	1	
LIGHTS - DECK AND SCENE			
5390-0058-395	Deck Lights - Truck-Lite LED model 81380 (PR). Location: rear body/beavertail area on the trailing edge up high.	1	
5390-0216	Hose bed light Optronics LED model TLL44 Locate at front of hose bed. Switched with work light switch in cab.	1	
5390-0217	Crosslay light Optronics LED model TLL44. Locate to rear of crosslay (SM) and forward of crosslay (TM as applicable). Switched with work light switch in cab.	1	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
5400-0011	LED pump compartment light (EA).	1	
5400-0031	Pair of Cab Dome Large Lights mounted driver and officer side front. N/A on E-One Chassis. Required on Comm Chassis.	1	
5400-0259	TecNiq model E10 pump panel LED light package with (3) lights per side pump panel. Pump panels over 45" may require additional lights. Side mount only.	1	
CONTROLS / SWITCHES			

Salescode	Extended Description	Qty	
CONTROLS / SWITCHES			
5100-0000-198	Foot switch to control air horns located driver's side.	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
ELBOWS			
7400-0012	Chrome discharge elbow 2.5" FNST x 2.5" Male 3.187 x 6 thread per inch with a 2.5" Female 3.187 x 6 thread per inch chrome rocker lug cap with chain, 45 Degree.	3	
HOSE / NOZZLES			
7700-0004	Hard suction hose 6" X 10'. Smooth bore, black rubber hard suction hose for heavy duty service. Built with a spiral wire helix, and nylon fabric reinforcement piles. Tube and cover are taut, black rubber that is age and abrasion resistant.	2	
GROUND LADDERS			
7800-0007	Alco-Lite PRL-14' roof ladder.	1	
7800-0016	Alco-Lite PEL-24' 2-section extension ladder.	1	
7800-0032	Alco-Lite FL-10, 10' folding ladder w/safety shoes.	1	
MISC LOOSE EQUIPMENT			
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0089	All applicable pump/pre-connect application modules are to have a sanded finish (not painted job color). Includes upper and lower pump modules, crosswalk module and/or speedlay/pre-connect module (as applicable). Rear mounted body/pump module to be painted job color.	1	
8100-0116	Rear body surface to have a sanded finish (not painted job color). Includes hinged doors that do not have discrete sales codes and removable panels.	1	
8100-0182-000-17	Paint Body - Small - For Pumpers, Rear Mounts, S/A Tankers/Wetsides and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0442-000-17	International cab paint (by chassis OEM). Paint to match FLNA3225E-1 Red.	1	
STRIPING			
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	

Salescode	Extended Description	Qty	
STRIPING			
8300-0331	Single NFPA Scotchlite Stripe - upto 6" wide with hockey style, Z or S style or other customer specific design style. Stripe to be installed on cab and the body. Size, color and location as specified by the customer.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
GRAPHICS			
8400-0067	E-ONE logo with grey backing on M6 series vertical tail light housing (PR).	1	
WARRANTY / STANDARD			
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0005	10 Year Stainless Steel Plumbing Warranty - Statement of Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
9100-0039	1 year full warranty.	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	

ITEM #4

Tanker

Freightliner



Fire Apparatus Quotation for:
BUYBOARD COOPERATIVE PURCHASING
Freightliner Chassis
Item #4



Quotation Number: 90514 Rev: 6

Unit Description: TTSA-COMM

Quote Description: Tanker, Tandem Axle, Side Mount, Commercial

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
3090-0007	Hosebed hoseload allowance on the apparatus shall be 1200 lbs.	1	
3340-1137-11Z	Equipment allowance on the apparatus shall be 1000 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
CHASSIS PREP			
1020-0010	Comm Chassis Prep E-1 supplied Freightliner.	1	
TIRE OPTIONS			
1060-0119	RWC AirGuard LED tire pressure monitoring valve stem caps (10) for tandem rear axle applications.	1	
AIR SYSTEM OPTIONS			
1110-0010-277	Air inlet. To charge brake system. Commercial chassis only. Location: driver's door step area.	1	
ENGINES & TRANSMISSIONS			
1200-0137	Electronic speed limiting set to 60 MPH.	1	
1200-0359	Cummins L9 350 HP engine for commercial chassis.	1	
CHASSIS OPTIONS			
1680-0011	Tow eyes rear below body, painted.	1	
1680-0078	Tow hooks front OEM. Not available with extended E-ONE installed front bumper. Tow hooks are OEM supplied with chassis.	1	

Salescode	Extended Description	Qty	
CHASSIS OPTIONS			
1680-0104	OEM chassis step package for Freightliner M2 series. Includes mounting plate for the battery charger receptacle and air inlet.	1	
CAB MODEL			
1520-0066	Two door Freightliner M2 106 6x4. Cummins engines up to 350 HP.	1	
CAB BADGE PACKAGE			
1610-0000	Cab and body to have applicable E-ONE logos.	1	
CAB DOOR OPTIONS			
1550-0227	Reflective striping shall be installed on commercial cab doors, visible when the door is open, meeting NFPA requirement of 96 sq. in. coverage for each door.	1	
MISC EXTERIOR CAB OPTIONS			
1675-0007	Diesel fuel only label.	1	
SEATS			
1685-0012	Seating capacity tag of two occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0450	Center control console painted black Zolatone. Locate in cab between driver and officer. Includes area for NFPA siren, electrical, and in-cab controls (as applicable) switching.	1	
CAB ELECTRICAL OPTIONS			
1750-0059-277-04	Receptacle inlet 20 amp with a Yellow cover. Location: driver's door step area.	1	
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	
BODY COMPT LEFT SIDE			
3100-0222	Driver half side tandem body with 42" wide forward and 42" wide rearward compartmentation.	1	
BODY COMPT RIGHT SIDE			
3120-0378	Officer half side tandem body with 42" wide forward and 42" wide rearward compartmentation.	1	
BODY COMPT REAR			
3110-0130	Rear end tanker. Includes smooth plate upper and lower panels and a smooth plate center strip for a Jet or Newton Dump application.	1	
3340-0080	Bolt-on diamond plate 18" tailboard (full width of body). Includes (2) squared off beavertails (no stanchions) with removable outer panels and handrails- (2)	1	

Salescode	Extended Description	Qty	
BODY COMPT REAR			
	vertical on trailing edge of body and horizontal mounted handrail(s) below hosebed.		
DOORS			
3300-0289-003	Door double vertical hinged w/rotary latches - painted . Location(s): L1 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0289-004	Door double vertical hinged w/rotary latches - painted . Location(s): L2 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0289-015	Door double vertical hinged w/rotary latches - painted . Location(s): R1 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0289-016	Door double vertical hinged w/rotary latches - painted . Location(s): R2 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
COVERS			
3305-0007-000-13	Vinyl Black hose bed cover with attached rear flap(s).	1	
3305-0008-000-13	Vinyl Black crosslay cover with attached side flaps.	1	
PUMP MODULE			
3130-0167	Pump module to be 76" wide (side to side). Includes upper, lower, crosswalk, speedlay and tranverse module(s) if applicable.	1	
3130-0523	Side mount pump module. Extruded aluminum with runningboards.	1	
3130-0532	Pump panel opening is 39" wide. Pumper / tanker only.	1	
3130-0539	Pump module height is 75". Pumper / tanker only.	1	
PUMP PANELS			
3134-0016	Stainless steel driver and officer side pump panels.	1	
3134-0143	Officer side pump panel to be vertical hinged on forward extrusion. Panel to be (3) pieces with upper (2) panels secured in the closed position with push button latches. Upper panel to be held open with gas shock.	1	
MISC PUMP PANEL OPTIONS			
4460-0003	Pump panel tags color coded per NFPA compliance.	1	
PUMP MODULE OPTIONS			
3136-0058	E-ONE logo mounted one each side on pump module/preconnect panels. Logos	1	

Salescode	Extended Description	Qty	
PUMP MODULE OPTIONS			
	to be sized as applicable to available space on panels.		
3136-0138	Pump module storage pan.	1	
3136-0139	Crosslay double 7.5" wide each to hold up to 200' of 2.0" DJ hose (each).	1	
WATER TANK			
4010-0099	Fill tower(s) to be located offset to officer side of water tank.	1	
4010-0193	2530 Gallon Tandem "T" Water Tank. UPF Poly III color fill towers. Note: Any foam cell(s) and/or storage options thru the tank will reduce the overall water capacity.	1	
WATER TANK OPTIONS			
4020-0004	Newton dump mounting plate.	1	
TANK PLUMBING			
4020-0018	Rear tank dump. Includes painted steel assembly with manual actuated valve on top of dump assembly. For use with slip on extension and chute.	1	
4450-0010	2" tank fill Akron manual valve.	1	
4450-0121	3" Tank to pump Akron air actuated valve w/4" tank connection.	1	
4450-0149-198	2.5" rear direct tank fill. Includes swing handle control, swivel with droop and plug with retainer. Located to driver's side of the rear body.	1	
4450-0149-199	2.5" rear direct tank fill. Includes swing handle control, swivel with droop and plug with retainer. Located to officer's side of the rear body.	1	
LADDER STORAGE / RACKS			
3365-0025-515	Attic ladder mounting brackets (PR). Locate officer side compartment top.	1	
3365-0189-198-L5	Manual drop-down portable tank storage rack. Includes forward and rearward securing clamps with manual releases. Locate rack to driver's side of body. Rack sized for steel framed 2500 portable tank.	1	
3365-0831	Hard Suction Storage Racks. Officer side hose bed side with adjustable tracks. Includes spring hold downs and scuff plates behind spring mounts (as applicable).	2	
HANDRAILS / STEPS			
3330-0277	Innovative Controls dual lighted LED folding steps rear NFPA. Includes folding steps on driver side rear of the body. (staggered stepped as applicable with tailboard depth) for NFPA hosebed access and handrail mounted on driver side upper hosebed side (as applicable).	1	
MISC BODY OPTIONS			

Salescode	Extended Description	Qty	
MISC BODY OPTIONS			
3340-0004	Hosebed above the booster tank. Includes forward hosebed and tower(s) cover plate work (as applicable). Hosebed adjustable divider extrusion rearward of the furthest tower is to run full width of the hosebed (as is practical with other hosebed mounted equipment).	1	
3340-0035	Divider Long. To run full length of hose bed (front to rear).	1	
3340-0075	Body mainframe and hosebed side assemblies for a 90" high body.	1	
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
3340-0107	Diamond plate tandem axle wheel well. Includes bolt-on composite wheel well liners and fenderettes.	1	
3340-0110	The rear of each hose bed divider to have a hand hold cut-out(s).	1	
3340-0145	Rub rail for the body and pump area module(s).	1	
3340-0463	Commercial chassis tandem axle wheelbase modification. Adds 1" to wheelbase due rear axle offset between commercial and custom chassis.	1	
3340-0588	Slip-on painted steel dump elbow and 36" straight extension chute. Includes body mounted removable support arm and mounting brackets at rear of body for elbow and straight chute.	1	
3340-0681	Body mainframe layout line to be 24". Includes body and all applicable modules.	1	
PUMPS			
4005-0031	Rating 1500 GPM.	1	
4005-0196	Hale QMAX 1000-2250 GPM single stage pump. Requires primer option.	1	
PUMP CERTIFICATION			
4475-0000	Pump certification 750-2250 GPM	1	
PUMP OPTIONS			
4015-0038	Pump seal packing for Hale pump.	1	
4015-0053-198	Steamers to be Flush + 1". Location: driver's side.	1	
4015-0053-199	Steamers to be Flush + 1". Location: officer's side.	1	
4015-0098	Manual operated master pump drain. The master drain shall be clearly marked and placed in accessible location on pump panel.	1	
4015-0238	Hale electric primer (oil-less).	1	
INTAKES			
4440-0005	2.5" Left Intake Akron Manual Valve.	1	
INTAKE OPTIONS			

Salescode	Extended Description	Qty	
INTAKE OPTIONS			
4445-0009	Intake relief valve, Akron.	1	
DISCHARGES AND PRECONNECTS			
4415-0012-654	1.5" Crosslay with Akron manual valve. Location: crosslay 1 & 2.	2	
4415-0014-581	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 1.	1	
4415-0014-582	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 2.	1	
4415-0016-583	2.5" Right Pump Panel Discharge Akron Manual Valve. Location: right side discharge 1.	1	
4415-0016-584	2.5" Right Pump Panel Discharge Akron Manual Valve. Location: right side discharge 2.	1	
4415-0022-350	2.5" Left Rear Discharge Akron Manual Valve. Location: left rear discharge.	1	
4415-0041	3" Deck Gun Discharge, Akron manual valve. (outlet shall terminate with MNPT threads unless extend gun is install)	1	
4417-0106-L65	Deck gun piping to be positioned centered in deck gun channel.	1	
DISCHARGE OPTIONS			
4417-0175	Innovative Controls push/pull valve controls with locking T handles.	1	
4417-0176	Innovative Controls 3/4" bleeder/drain valve include lift lever with ergonomic grip.	8	
4417-0185	Innovative Controls discharge and intake bezels with integral color code and verbiage for side mount pump panel.	1	
4417-0246	Dealer installed monitor, make and model as specified.	1	
PRESSURE GOVERNORS			
4465-0011	Class 1 TPG pressure governor. Includes, water, oil, volt and tachometer.	1	
GAUGES			
4435-0083	Innovative Controls 10 LED SL series water tank level gauge. On pump panel.	1	
4435-0085-230	Innovative Controls 10 LED SL series tank level water gauge, additional. Location: officer rear.	1	
4435-0246	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel.	8	
4435-0247	4" Innovative Controls stainless steel case master pressure gauges with bezel. Intake 30-0-400, and discharge 0-400.	1	
ELECTRICAL SYSTEMS			

Salescode	Extended Description	Qty	
ELECTRICAL SYSTEMS			
5010-0014-G97	Vehicle data recorder for commercial cab - 2009 / 2016 NFPA compliant. Includes occupant detection with display. Display location: cab dash above transmission shift panel.	1	
5010-0036	V-MUX Electrical system for pumper / tanker / rescue.	1	
5010-0059-339	VFD Text display for V-MUX electrical system. Location: center of dash.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0267	Light bar Whelen Justice model JE2NFPA 56" LED with clear lenses and MKEZ7 mounts. N/A on Vista roofs with front facing windows. Includes (4) red corner facing LIN6 LED lights, (6) forward facing CON3 Linear LED lights; (4) red, (2) white. Location: Centered on the front cab roof.	1	
WARNING LIGHT PACKAGES			
5550-0149-536	Whelen M6 Super LED lower level warning light package. Includes (10) red M6R LED light heads w/chrome flanges. Locate side facing lights: at forward most position, in rear wheel well offset to front, and on side of beavertail.	1	
WARNING LIGHTS			
5600-0078-479-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location rear upper body on aerial style brackets.	1	
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
SIRENS			
5500-0009	Federal PA300 electronic siren recessed mounted.	1	
5500-0024-B13	The primary electronic siren control is to be located center console.	1	
SPEAKERS			
5510-0029-209	Speaker, Federal Signal Dynamax ES100 with "E-ONE" grille through bumper. Location: driver side front bumper.	1	
DOT LIGHTING			
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0022	Marker light LED body package. Commercial pumper bodies only.	1	
5150-0102	Whelen M6 series LED vertical mount tail lights. Includes LED stop/tail, arrow turn and back-up lights with vertical 3 light housing and weatherproof connectors.	1	

Salescode	Extended Description	Qty	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0030	Ground light package LED - small.	1	
5380-0276	Compartment light package TecNiq T440 4" LED for small bodies.	1	
LIGHTS - DECK AND SCENE			
5390-0022	Crosslay light Truck-Lite. Locate to rear of crosslay (SM) and forward of crosslay (TM as applicable). Switched with work light switch in cab.	1	
5390-0215-395	Deck Lights - Optronics Model TLL44 (PR). Location: rear body/beavertail area on the trailing edge up high.	1	
5390-0216	Hose bed light Optronics LED model TLL44 Locate at front of hose bed. Switched with work light switch in cab.	1	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
5400-0011	LED pump compartment light (EA).	1	
5400-0031	Pair of Cab Dome Large Lights mounted driver and officer side front. N/A on E-One Chassis. Required on Comm Chassis.	1	
5400-0150	Pump panel LED light package for side mount. Includes (6) Tecniq EON lights with S/S housings located (3) ea side. Includes S/S light shields (as applicable with intermedialte steps).	1	
CONTROLS / SWITCHES			
5100-0000-198	Foot switch to control air horns located driver's side.	1	
CAMERAS / INTERCOM			
5350-0103-B13	The back-up camera monitor is to be located on the center console.	1	
5350-0118	Camera backup Federal Signal LCD model CAMSET70-NTSC-4 with monitor.	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
HOSE / NOZZLES			
7700-0053	PVC suction hose 6" X 10'. LIGHTWEIGHT SUCTION ONLY HOSE	2	
GROUND LADDERS			
7800-0007	Alco-Lite PRL-14' roof ladder.	1	
7800-0017	Alco-Lite PEL3-24 extension ladder.	1	
7800-0032	Alco-Lite FL-10, 10' folding ladder w/safety shoes.	1	

Salescode	Extended Description	Qty	
MISC LOOSE EQUIPMENT			
7600-0016	Wheel chocks 44" NFPA compliant, pair (PR) of Zico SAC-44. Up to 44" diameter tires. Includes mounting brackets.	1	
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0089	All applicable pump/pre-connect application modules are to have a sanded finish (not painted job color). Includes upper and lower pump modules, crosswalk module and/or speedlay/pre-connect module (as applicable). Rear mounted body/pump module to be painted job color.	1	
8100-0116	Rear body surface to have a sanded finish (not painted job color). Includes hinged doors that do not have discrete sales codes and removable panels.	1	
8100-0183-000-17	Paint Body - Large - For Aerials, T/A Tankers/Wetsides, Rear Mounts and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0443-000-17	Freightliner cab paint (by chassis OEM). Paint to match FLNA3225E-1 Red.	1	
STRIPING			
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	
8300-0330	Single NFPA Scotchlite Stripe - upto 6" wide and straight on cab and the body. Size, color and location as specified by the customer.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
GRAPHICS			
8400-0067	E-ONE logo with grey backing on M6 series vertical tail light housing (PR).	1	
WARRANTY / STANDARD			
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0005	10 Year Stainless Steel Plumbing Warranty - Statement of Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
9100-0039	1 year full warranty.	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			

Salescode	Extended Description	Qty	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	
Dealer Supplied Equipment			

ITEM #4

Tanker

International



Fire Apparatus Quotation for:
BUYBOARD COOPERATIVE PURCHASING
International Chassis
Item #4



Quotation Number: 72736 Rev: 21

Unit Description: TTSA-COMM

Quote Description: Tanker, Tandem Axle, Side Mount, Commercial

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
3090-0007	Hosebed hoseload allowance on the apparatus shall be 1200 lbs.	1	
3340-1137-11Z	Equipment allowance on the apparatus shall be 1000 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
CHASSIS PREP			
1020-0011	Commercial Chassis Prep for E-1supplied International chassis	1	
TIRE OPTIONS			
1060-0119	RWC AirGuard LED tire pressure monitoring valve stem caps (10) for tandem rear axle applications.	1	
AIR SYSTEM OPTIONS			
1110-0010-277	Air inlet. To charge brake system. Commercial chassis only. Location: driver's door step area.	1	
ENGINES & TRANSMISSIONS			
1200-0137	Electronic speed limiting set to 60 MPH.	1	
1200-0359	Cummins L9 350 HP engine for commercial chassis.	1	
CHASSIS OPTIONS			
1680-0011	Tow eyes rear below body, painted.	1	
1680-0078	Tow hooks front OEM. Not available with extended E-ONE installed front bumper. Tow hooks are OEM supplied with chassis.	1	

Salescode	Extended Description	Qty	
CHASSIS OPTIONS			
1680-0106	OEM chassis step package for International 4000 and 7000 series. Includes mounting plate for the battery charger receptacle and air inlet.	1	
CAB MODEL			
1520-0056	CAB 2DR INTL 7400 6x4. Engines up to ISL 350 HP.	1	
CAB BADGE PACKAGE			
1610-0000	Cab and body to have applicable E-ONE logos.	1	
CAB DOOR OPTIONS			
1550-0227	Reflective striping shall be installed on commercial cab doors, visible when the door is open, meeting NFPA requirement of 96 sq. in. coverage for each door.	1	
MISC EXTERIOR CAB OPTIONS			
1675-0007	Diesel fuel only label.	1	
SEATS			
1685-0012	Seating capacity tag of two occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0450	Center control console painted black Zolatone. Locate in cab between driver and officer. Includes area for NFPA siren, electrical, and in-cab controls (as applicable) switching.	1	
CAB ELECTRICAL OPTIONS			
1750-0059-277-04	Receptacle inlet 20 amp with a Yellow cover. Location: driver's door step area.	1	
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	
BODY COMPT LEFT SIDE			
3100-0222	Driver half side tandem body with 42" wide forward and 42" wide rearward compartmentation.	1	
BODY COMPT RIGHT SIDE			
3120-0378	Officer half side tandem body with 42" wide forward and 42" wide rearward compartmentation.	1	
BODY COMPT REAR			
3110-0130	Rear end tanker. Includes smooth plate upper and lower panels and a smooth plate center strip for a Jet or Newton Dump application.	1	
3340-0080	Bolt-on diamond plate 18" tailboard (full width of body). Includes (2) squared off beavertails (no stanchions) with removable outer panels and handrails- (2)	1	

Salescode	Extended Description	Qty	
BODY COMPT REAR			
	vertical on trailing edge of body and horizontal mounted handrail(s) below hosebed.		
DOORS			
3300-0289-003	Door double vertical hinged w/rotary latches - painted . Location(s): L1 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0289-004	Door double vertical hinged w/rotary latches - painted . Location(s): L2 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0289-015	Door double vertical hinged w/rotary latches - painted . Location(s): R1 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0289-016	Door double vertical hinged w/rotary latches - painted . Location(s): R2 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
COVERS			
3305-0007-000-13	Vinyl Black hose bed cover with attached rear flap(s).	1	
3305-0008-000-13	Vinyl Black crosslay cover with attached side flaps.	1	
PUMP MODULE			
3130-0167	Pump module to be 76" wide (side to side). Includes upper, lower, crosswalk, speedlay and tranverse module(s) if applicable.	1	
3130-0523	Side mount pump module. Extruded aluminum with runningboards.	1	
3130-0532	Pump panel opening is 39" wide. Pumper / tanker only.	1	
3130-0539	Pump module height is 75". Pumper / tanker only.	1	
PUMP PANELS			
3134-0016	Stainless steel driver and officer side pump panels.	1	
3134-0143	Officer side pump panel to be vertical hinged on forward extrusion. Panel to be (3) pieces with upper (2) panels secured in the closed position with push button latches. Upper panel to be held open with gas shock.	1	
MISC PUMP PANEL OPTIONS			
4460-0003	Pump panel tags color coded per NFPA compliance.	1	
PUMP MODULE OPTIONS			
3136-0058	E-ONE logo mounted one each side on pump module/preconnect panels. Logos	1	

Salescode	Extended Description	Qty	
PUMP MODULE OPTIONS			
	to be sized as applicable to available space on panels.		
3136-0138	Pump module storage pan.	1	
3136-0139	Crosslay double 7.5" wide each to hold up to 200' of 2.0" DJ hose (each).	1	
WATER TANK			
4010-0099	Fill tower(s) to be located offset to officer side of water tank.	1	
4010-0193	2530 Gallon Tandem "T" Water Tank. UPF Poly III color fill towers. Note: Any foam cell(s) and/or storage options thru the tank will reduce the overall water capacity.	1	
WATER TANK OPTIONS			
4020-0004	Newton dump mounting plate.	1	
TANK PLUMBING			
4020-0018	Rear tank dump. Includes painted steel assembly with manual actuated valve on top of dump assembly. For use with slip on extension and chute.	1	
4450-0010	2" tank fill Akron manual valve.	1	
4450-0121	3" Tank to pump Akron air actuated valve w/4" tank connection.	1	
4450-0149-198	2.5" rear direct tank fill. Includes swing handle control, swivel with droop and plug with retainer. Located to driver's side of the rear body.	1	
4450-0149-199	2.5" rear direct tank fill. Includes swing handle control, swivel with droop and plug with retainer. Located to officer's side of the rear body.	1	
LADDER STORAGE / RACKS			
3365-0025-515	Attic ladder mounting brackets (PR). Locate officer side compartment top.	1	
3365-0189-198-L5	Manual drop-down portable tank storage rack. Includes forward and rearward securing clamps with manual releases. Locate rack to driver's side of body. Rack sized for steel framed 2500 portable tank.	1	
3365-0831	Hard Suction Storage Racks. Officer side hose bed side with adjustable tracks. Includes spring hold downs and scuff plates behind spring mounts (as applicable).	2	
HANDRAILS / STEPS			
3330-0277	Innovative Controls dual lighted LED folding steps rear NFPA. Includes folding steps on driver side rear of the body. (staggered stepped as applicable with tailboard depth) for NFPA hosebed access and handrail mounted on driver side upper hosebed side (as applicable).	1	
MISC BODY OPTIONS			

Salescode	Extended Description	Qty	
MISC BODY OPTIONS			
3340-0004	Hosebed above the booster tank. Includes forward hosebed and tower(s) cover plate work (as applicable). Hosebed adjustable divider extrusion rearward of the furthest tower is to run full width of the hosebed (as is practical with other hosebed mounted equipment).	1	
3340-0035	Divider Long. To run full length of hose bed (front to rear).	1	
3340-0075	Body mainframe and hosebed side assemblies for a 90" high body.	1	
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
3340-0107	Diamond plate tandem axle wheel well. Includes bolt-on composite wheel well liners and fenderettes.	1	
3340-0110	The rear of each hose bed divider to have a hand hold cut-out(s).	1	
3340-0145	Rub rail for the body and pump area module(s).	1	
3340-0463	Commercial chassis tandem axle wheelbase modification. Adds 1" to wheelbase due rear axle offset between commercial and custom chassis.	1	
3340-0588	Slip-on painted steel dump elbow and 36" straight extension chute. Includes body mounted removable support arm and mounting brackets at rear of body for elbow and straight chute.	1	
3340-0680	Body mainframe layout line to be 23". Includes body and all applicable modules.	1	
PUMPS			
4005-0031	Rating 1500 GPM.	1	
4005-0196	Hale QMAX 1000-2250 GPM single stage pump. Requires primer option.	1	
PUMP CERTIFICATION			
4475-0000	Pump certification 750-2250 GPM	1	
PUMP OPTIONS			
4015-0038	Pump seal packing for Hale pump.	1	
4015-0053-198	Steamers to be Flush + 1". Location: driver's side.	1	
4015-0053-199	Steamers to be Flush + 1". Location: officer's side.	1	
4015-0098	Manual operated master pump drain. The master drain shall be clearly marked and placed in accessible location on pump panel.	1	
4015-0238	Hale electric primer (oil-less).	1	
INTAKES			
4440-0005	2.5" Left Intake Akron Manual Valve.	1	
INTAKE OPTIONS			

Salescode	Extended Description	Qty	
INTAKE OPTIONS			
4445-0009	Intake relief valve, Akron.	1	
DISCHARGES AND PRECONNECTS			
4415-0012-654	1.5" Crosslay with Akron manual valve. Location: crosslay 1 & 2.	2	
4415-0014-581	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 1.	1	
4415-0014-582	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 2.	1	
4415-0016-583	2.5" Right Pump Panel Discharge Akron Manual Valve. Location: right side discharge 1.	1	
4415-0016-584	2.5" Right Pump Panel Discharge Akron Manual Valve. Location: right side discharge 2.	1	
4415-0022-350	2.5" Left Rear Discharge Akron Manual Valve. Location: left rear discharge.	1	
4415-0041	3" Deck Gun Discharge, Akron manual valve. (outlet shall terminate with MNPT threads unless extend gun is install)	1	
4417-0106-L65	Deck gun piping to be positioned centered in deck gun channel.	1	
DISCHARGE OPTIONS			
4417-0175	Innovative Controls push/pull valve controls with locking T handles.	1	
4417-0176	Innovative Controls 3/4" bleeder/drain valve include lift lever with ergonomic grip.	8	
4417-0185	Innovative Controls discharge and intake bezels with integral color code and verbiage for side mount pump panel.	1	
4417-0246	Dealer installed monitor, make and model as specified.	1	
PRESSURE GOVERNORS			
4465-0011	Class 1 TPG pressure governor. Includes, water, oil, volt and tachometer.	1	
GAUGES			
4435-0083	Innovative Controls 10 LED SL series water tank level gauge. On pump panel.	1	
4435-0085-230	Innovative Controls 10 LED SL series tank level water gauge, additional. Location: officer rear.	1	
4435-0246	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel.	8	
4435-0247	4" Innovative Controls stainless steel case master pressure gauges with bezel. Intake 30-0-400, and discharge 0-400.	1	
ELECTRICAL SYSTEMS			

Salescode	Extended Description	Qty	
ELECTRICAL SYSTEMS			
5010-0014-E12	Vehicle data recorder for commercial cab - 2009 / 2016 NFPA compliant. Includes occupant detection with display. Display location: outboard on driver's side overhead console.	1	
5010-0036	V-MUX Electrical system for pumper / tanker / rescue.	1	
5010-0059-339	VFD Text display for V-MUX electrical system. Location: center of dash.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0267	Light bar Whelen Justice model JE2NFPA 56" LED with clear lenses and MKEZ7 mounts. N/A on Vista roofs with front facing windows. Includes (4) red corner facing LIN6 LED lights, (6) forward facing CON3 Linear LED lights; (4) red, (2) white. Location: Centered on the front cab roof.	1	
WARNING LIGHT PACKAGES			
5550-0149-536	Whelen M6 Super LED lower level warning light package. Includes (10) red M6R LED light heads w/chrome flanges. Locate side facing lights: at forward most position, in rear wheel well offset to front, and on side of beavertail.	1	
WARNING LIGHTS			
5600-0078-479-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location rear upper body on aerial style brackets.	1	
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
SIRENS			
5500-0009	Federal PA300 electronic siren recessed mounted.	1	
5500-0024-B13	The primary electronic siren control is to be located center console.	1	
SPEAKERS			
5510-0029-210	Speaker, Federal Signal Dynamax ES100 with "E-ONE" grille through bumper. Location: center front bumper.	1	
DOT LIGHTING			
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0022	Marker light LED body package. Commercial pumper bodies only.	1	
5150-0102	Whelen M6 series LED vertical mount tail lights. Includes LED stop/tail, arrow turn and back-up lights with vertical 3 light housing and weatherproof connectors.	1	

Salescode	Extended Description	Qty	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0030	Ground light package LED - small.	1	
5380-0276	Compartment light package TecNiq T440 4" LED for small bodies.	1	
LIGHTS - DECK AND SCENE			
5390-0022	Crosslay light Truck-Lite. Locate to rear of crosslay (SM) and forward of crosslay (TM as applicable). Switched with work light switch in cab.	1	
5390-0215-395	Deck Lights - Optronics Model TLL44 (PR). Location: rear body/beavertail area on the trailing edge up high.	1	
5390-0216	Hose bed light Optronics LED model TLL44 Locate at front of hose bed. Switched with work light switch in cab.	1	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
5400-0011	LED pump compartment light (EA).	1	
5400-0031	Pair of Cab Dome Large Lights mounted driver and officer side front. N/A on E-One Chassis. Required on Comm Chassis.	1	
5400-0150	Pump panel LED light package for side mount. Includes (6) Tecniq EON lights with S/S housings located (3) ea side. Includes S/S light shields (as applicable with intermedialte steps).	1	
CONTROLS / SWITCHES			
5100-0000-198	Foot switch to control air horns located driver's side.	1	
CAMERAS / INTERCOM			
5350-0103-B13	The back-up camera monitor is to be located on the center console.	1	
5350-0118	Camera backup Federal Signal LCD model CAMSET70-NTSC-4 with monitor.	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
HOSE / NOZZLES			
7700-0053	PVC suction hose 6" X 10'. LIGHTWEIGHT SUCTION ONLY HOSE	2	
GROUND LADDERS			
7800-0007	Alco-Lite PRL-14' roof ladder.	1	
7800-0017	Alco-Lite PEL3-24 extension ladder.	1	
7800-0032	Alco-Lite FL-10, 10' folding ladder w/safety shoes.	1	

Salescode	Extended Description	Qty	
MISC LOOSE EQUIPMENT			
7600-0016	Wheel chocks 44" NFPA compliant, pair (PR) of Zico SAC-44. Up to 44" diameter tires. Includes mounting brackets.	1	
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0089	All applicable pump/pre-connect application modules are to have a sanded finish (not painted job color). Includes upper and lower pump modules, crosswalk module and/or speedlay/pre-connect module (as applicable). Rear mounted body/pump module to be painted job color.	1	
8100-0116	Rear body surface to have a sanded finish (not painted job color). Includes hinged doors that do not have discrete sales codes and removable panels.	1	
8100-0183-000-17	Paint Body - Large - For Aerials, T/A Tankers/Wetsides, Rear Mounts and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0442-000-17	International cab paint (by chassis OEM). Paint to match FLNA3225E-1 Red.	1	
STRIPING			
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	
8300-0330	Single NFPA Scotchlite Stripe - upto 6" wide and straight on cab and the body. Size, color and location as specified by the customer.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
GRAPHICS			
8400-0067	E-ONE logo with grey backing on M6 series vertical tail light housing (PR).	1	
WARRANTY / STANDARD			
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0005	10 Year Stainless Steel Plumbing Warranty - Statement of Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
9100-0039	1 year full warranty.	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			

Salescode	Extended Description	Qty	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	
Dealer Supplied Equipment			

ITEM #4

Tanker

Kenworth



Fire Apparatus Quotation for: BUYBOARD COOPERATIVE PURCHASING Kenworth Chassis Item #4



Quotation Number: 90518 Rev: 4

Unit Description: TTSA-COMM

Quote Description: Tanker, Tandem Axle, Side Mount, Commercial

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
3090-0007	Hosebed hoseload allowance on the apparatus shall be 1200 lbs.	1	
3340-1137-11Z	Equipment allowance on the apparatus shall be 1000 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
CHASSIS PREP			
1020-0035	Commercial Chasis Prep E-1 supplied Kenworth	1	
TIRE OPTIONS			
1060-0119	RWC AirGuard LED tire pressure monitoring valve stem caps (10) for tandem rear axle applications.	1	
AIR SYSTEM OPTIONS			
1110-0010-277	Air inlet. To charge brake system. Commercial chassis only. Location: driver's door step area.	1	
ENGINES & TRANSMISSIONS			
1200-0137	Electronic speed limiting set to 60 MPH.	1	
1200-0336	PACCAR PX-9 engine 380 HP @ 2000 RPM, 1150 lb-ft Torque @ 1400 RPM, 2200 RPM Governed Speed	1	
CHASSIS OPTIONS			
1680-0011	Tow eyes rear below body, painted.	1	
1680-0078	Tow hooks front OEM. Not available with extended E-ONE installed front bumper.	1	

Salescode	Extended Description	Qty	
CHASSIS OPTIONS			
1680-0252	Tow hooks are OEM supplied with chassis. OEM chassis step package for Kenworth Commercial Chassis. Includes mounting plate for the battery charger receptacle and air inlet.	1	
CAB MODEL			
1520-0086	Kenworth commercial cab and chassis two (2) door T370 6X4. PX-9 engines up to 380 HP.	1	
CAB BADGE PACKAGE			
1610-0000	Cab and body to have applicable E-ONE logos.	1	
CAB DOOR OPTIONS			
1550-0227	Reflective striping shall be installed on commercial cab doors, visible when the door is open, meeting NFPA requirement of 96 sq. in. coverage for each door.	1	
MISC EXTERIOR CAB OPTIONS			
1675-0007	Diesel fuel only label.	1	
SEATS			
1685-0012	Seating capacity tag of two occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0450	Center control console painted black Zolatone. Locate in cab between driver and officer. Includes area for NFPA siren, electrical, and in-cab controls (as applicable) switching.	1	
CAB ELECTRICAL OPTIONS			
1750-0059-277-04	Receptacle inlet 20 amp with a Yellow cover. Location: driver's door step area.	1	
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	
BODY COMPT LEFT SIDE			
3100-0222	Driver half side tandem body with 42" wide forward and 42" wide rearward compartmentation.	1	
BODY COMPT RIGHT SIDE			
3120-0378	Officer half side tandem body with 42" wide forward and 42" wide rearward compartmentation.	1	
BODY COMPT REAR			
3110-0130	Rear end tanker. Includes smooth plate upper and lower panels and a smooth plate center strip for a Jet or Newton Dump application.	1	

Salescode	Extended Description	Qty	
BODY COMPT REAR			
3340-0080	Bolt-on diamond plate 18" tailboard (full width of body). Includes (2) squared off beavertails (no stanchions) with removable outer panels and handrails- (2) vertical on trailing edge of body and horizontal mounted handrail(s) below hosebed.	1	
DOORS			
3300-0289-003	Door double vertical hinged w/rotary latches - painted . Location(s): L1 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0289-004	Door double vertical hinged w/rotary latches - painted . Location(s): L2 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0289-015	Door double vertical hinged w/rotary latches - painted . Location(s): R1 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0289-016	Door double vertical hinged w/rotary latches - painted . Location(s): R2 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
COVERS			
3305-0007-000-13	Vinyl Black hose bed cover with attached rear flap(s).	1	
3305-0008-000-13	Vinyl Black crosslay cover with attached side flaps.	1	
PUMP MODULE			
3130-0167	Pump module to be 76" wide (side to side). Includes upper, lower, crosswalk, speedlay and tranverse module(s) if applicable.	1	
3130-0523	Side mount pump module. Extruded aluminum with runningboards.	1	
3130-0532	Pump panel opening is 39" wide. Pumper / tanker only.	1	
3130-0539	Pump module height is 75". Pumper / tanker only.	1	
PUMP PANELS			
3134-0016	Stainless steel driver and officer side pump panels.	1	
3134-0143	Officer side pump panel to be vertical hinged on forward extrusion. Panel to be (3) pieces with upper (2) panels secured in the closed position with push button latches. Upper panel to be held open with gas shock.	1	
MISC PUMP PANEL OPTIONS			
4460-0003	Pump panel tags color coded per NFPA compliance.	1	

Salescode	Extended Description	Qty	
PUMP MODULE OPTIONS			
3136-0058	E-ONE logo mounted one each side on pump module/preconnect panels. Logos to be sized as applicable to available space on panels.	1	
3136-0138	Pump module storage pan.	1	
3136-0139	Crosslay double 7.5" wide each to hold up to 200' of 2.0" DJ hose (each).	1	
WATER TANK			
4010-0099	Fill tower(s) to be located offset to officer side of water tank.	1	
4010-0193	2530 Gallon Tandem "T" Water Tank. UPF Poly III color fill towers. Note: Any foam cell(s) and/or storage options thru the tank will reduce the overall water capacity.	1	
WATER TANK OPTIONS			
4020-0004	Newton dump mounting plate.	1	
TANK PLUMBING			
4020-0018	Rear tank dump. Includes painted steel assembly with manual actuated valve on top of dump assembly. For use with slip on extension and chute.	1	
4450-0010	2" tank fill Akron manual valve.	1	
4450-0121	3" Tank to pump Akron air actuated valve w/4" tank connection.	1	
4450-0149-198	2.5" rear direct tank fill. Includes swing handle control, swivel with droop and plug with retainer. Located to driver's side of the rear body.	1	
4450-0149-199	2.5" rear direct tank fill. Includes swing handle control, swivel with droop and plug with retainer. Located to officer's side of the rear body.	1	
LADDER STORAGE / RACKS			
3365-0025-515	Attic ladder mounting brackets (PR). Locate officer side compartment top.	1	
3365-0189-198-L5	Manual drop-down portable tank storage rack. Includes forward and rearward securing clamps with manual releases. Locate rack to driver's side of body. Rack sized for steel framed 2500 portable tank.	1	
3365-0831	Hard Suction Storage Racks. Officer side hose bed side with adjustable tracks. Includes spring hold downs and scuff plates behind spring mounts (as applicable).	2	
HANDRAILS / STEPS			
3330-0277	Innovative Controls dual lighted LED folding steps rear NFPA. Includes folding steps on driver side rear of the body. (staggered stepped as applicable with tailboard depth) for NFPA hosebed access and handrail mounted on driver side upper hosebed side (as applicable).	1	

Salescode	Extended Description	Qty	
MISC BODY OPTIONS			
3340-0004	Hosebed above the booster tank. Includes forward hosebed and tower(s) cover plate work (as applicable). Hosebed adjustable divider extrusion rearward of the furthest tower is to run full width of the hosebed (as is practical with other hosebed mounted equipment).	1	
3340-0035	Divider Long. To run full length of hose bed (front to rear).	1	
3340-0075	Body mainframe and hosebed side assemblies for a 90" high body.	1	
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
3340-0107	Diamond plate tandem axle wheel well. Includes bolt-on composite wheel well liners and fenderettes.	1	
3340-0110	The rear of each hose bed divider to have a hand hold cut-out(s).	1	
3340-0145	Rub rail for the body and pump area module(s).	1	
3340-0463	Commercial chassis tandem axle wheelbase modification. Adds 1" to wheelbase due rear axle offset between commercial and custom chassis.	1	
3340-0588	Slip-on painted steel dump elbow and 36" straight extension chute. Includes body mounted removable support arm and mounting brackets at rear of body for elbow and straight chute.	1	
3340-0681	Body mainframe layout line to be 24". Includes body and all applicable modules.	1	
3340-1560	Body or pump module notch to accommodate the exhaust canister for high horsepower engines (380 HP or more) on commercial chassis. Right side lower front compartments and/or pump module may be modified.	1	
PUMPS			
4005-0031	Rating 1500 GPM.	1	
4005-0196	Hale QMAX 1000-2250 GPM single stage pump. Requires primer option.	1	
PUMP CERTIFICATION			
4475-0000	Pump certification 750-2250 GPM	1	
PUMP OPTIONS			
4015-0038	Pump seal packing for Hale pump.	1	
4015-0053-198	Steamers to be Flush + 1". Location: driver's side.	1	
4015-0053-199	Steamers to be Flush + 1". Location: officer's side.	1	
4015-0098	Manual operated master pump drain. The master drain shall be clearly marked and placed in accessible location on pump panel.	1	
4015-0238	Hale electric primer (oil-less).	1	
INTAKES			

Salescode	Extended Description	Qty	
INTAKES			
4440-0005	2.5" Left Intake Akron Manual Valve.	1	
INTAKE OPTIONS			
4445-0009	Intake relief valve, Akron.	1	
DISCHARGES AND PRECONNECTS			
4415-0012-654	1.5" Crosslay with Akron manual valve. Location: crosslay 1 & 2.	2	
4415-0014-581	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 1.	1	
4415-0014-582	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 2.	1	
4415-0016-583	2.5" Right Pump Panel Discharge Akron Manual Valve. Location: right side discharge 1.	1	
4415-0016-584	2.5" Right Pump Panel Discharge Akron Manual Valve. Location: right side discharge 2.	1	
4415-0022-350	2.5" Left Rear Discharge Akron Manual Valve. Location: left rear discharge.	1	
4415-0041	3" Deck Gun Discharge, Akron manual valve. (outlet shall terminate with MNPT threads unless extend gun is install)	1	
4417-0106-L65	Deck gun piping to be positioned centered in deck gun channel.	1	
DISCHARGE OPTIONS			
4417-0175	Innovative Controls push/pull valve controls with locking T handles.	1	
4417-0176	Innovative Controls 3/4" bleeder/drain valve include lift lever with ergonomic grip.	8	
4417-0185	Innovative Controls discharge and intake bezels with integral color code and verbiage for side mount pump panel.	1	
4417-0246	Dealer installed monitor, make and model as specified.	1	
PRESSURE GOVERNORS			
4465-0011	Class 1 TPG pressure governor. Includes, water, oil, volt and tachometer.	1	
GAUGES			
4435-0083	Innovative Controls 10 LED SL series water tank level gauge. On pump panel.	1	
4435-0085-230	Innovative Controls 10 LED SL series tank level water gauge, additional. Location: officer rear.	1	
4435-0246	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel.	8	
4435-0247	4" Innovative Controls stainless steel case master pressure gauges with bezel.	1	

Salescode	Extended Description	Qty	
GAUGES			
	Intake 30-0-400, and discharge 0-400.		
ELECTRICAL SYSTEMS			
5010-0014-B13	Vehicle data recorder for commercial cab - 2009 / 2016 NFPA compliant. Includes occupant detection with display. Display location: center console.	1	
5010-0036	V-MUX Electrical system for pumper / tanker / rescue.	1	
5010-0059-B13	VFD Text display for V-MUX electrical system. Location: center console.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0267	Light bar Whelen Justice model JE2NFPA 56" LED with clear lenses and MKEZ7 mounts. N/A on Vista roofs with front facing windows. Includes (4) red corner facing LIN6 LED lights, (6) forward facing CON3 Linear LED lights; (4) red, (2) white. Location: Centered on the front cab roof.	1	
WARNING LIGHT PACKAGES			
5550-0149-536	Whelen M6 Super LED lower level warning light package. Includes (10) red M6R LED light heads w/chrome flanges. Locate side facing lights: at forward most position, in rear wheel well offset to front, and on side of beavertail.	1	
WARNING LIGHTS			
5600-0078-479-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location rear upper body on aerial style brackets.	1	
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
SIRENS			
5500-0009	Federal PA300 electronic siren recessed mounted.	1	
5500-0024-B13	The primary electronic siren control is to be located center console.	1	
SPEAKERS			
5510-0029-209	Speaker, Federal Signal Dynamax ES100 with "E-ONE" grille through bumper. Location: driver side front bumper.	1	
DOT LIGHTING			
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0022	Marker light LED body package. Commercial pumper bodies only.	1	
5150-0102	Whelen M6 series LED vertical mount tail lights. Includes LED stop/tail, arrow turn and back-up lights with vertical 3 light housing and weatherproof	1	

Salescode	Extended Description	Qty	
DOT LIGHTING			
	connectors.		
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0030	Ground light package LED - small.	1	
5380-0276	Compartment light package TecNiq T440 4" LED for small bodies.	1	
LIGHTS - DECK AND SCENE			
5390-0022	Crosslay light Truck-Lite. Locate to rear of crosslay (SM) and forward of crosslay (TM as applicable). Switched with work light switch in cab.	1	
5390-0215-395	Deck Lights - Optronics Model TLL44 (PR). Location: rear body/beavertail area on the trailing edge up high.	1	
5390-0216	Hose bed light Optronics LED model TLL44 Locate at front of hose bed. Switched with work light switch in cab.	1	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
5400-0011	LED pump compartment light (EA).	1	
5400-0031	Pair of Cab Dome Large Lights mounted driver and officer side front. N/A on E-One Chassis. Required on Comm Chassis.	1	
5400-0150	Pump panel LED light package for side mount. Includes (6) Tecniq EON lights with S/S housings located (3) ea side. Includes S/S light shields (as applicable with intermedialte steps).	1	
CONTROLS / SWITCHES			
5100-0000-198	Foot switch to control air horns located driver's side.	1	
CAMERAS / INTERCOM			
5350-0103-B13	The back-up camera monitor is to be located on the center console.	1	
5350-0118	Camera backup Federal Signal LCD model CAMSET70-NTSC-4 with monitor.	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
HOSE / NOZZLES			
7700-0053	PVC suction hose 6" X 10'. LIGHTWEIGHT SUCTION ONLY HOSE	2	
GROUND LADDERS			
7800-0007	Alco-Lite PRL-14' roof ladder.	1	
7800-0017	Alco-Lite PEL3-24 extension ladder.	1	

Salescode	Extended Description	Qty	
GROUND LADDERS			
7800-0032	Alco-Lite FL-10, 10' folding ladder w/safety shoes.	1	
MISC LOOSE EQUIPMENT			
7600-0016	Wheel chocks 44" NFPA compliant, pair (PR) of Zico SAC-44. Up to 44" diameter tires. Includes mounting brackets.	1	
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0089	All applicable pump/pre-connect application modules are to have a sanded finish (not painted job color). Includes upper and lower pump modules, crosswalk module and/or speedlay/pre-connect module (as applicable). Rear mounted body/pump module to be painted job color.	1	
8100-0116	Rear body surface to have a sanded finish (not painted job color). Includes hinged doors that do not have discrete sales codes and removable panels.	1	
8100-0183-000-17	Paint Body - Large - For Aerials, T/A Tankers/Wetsides, Rear Mounts and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0440-000-7W	Kenworth cab paint (by chassis OEM). Paint to match As Specified.	1	
STRIPING			
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	
8300-0330	Single NFPA Scotchlite Stripe - upto 6" wide and straight on cab and the body. Size, color and location as specified by the customer.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
GRAPHICS			
8400-0067	E-ONE logo with grey backing on M6 series vertical tail light housing (PR).	1	
WARRANTY / STANDARD			
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0005	10 Year Stainless Steel Plumbing Warranty - Statement of Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	

Salescode	Extended Description	Qty	
WARRANTY / STANDARD & EXTENDED			
9100-0039	1 year full warranty.	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	
Dealer Supplied Equipment			

ITEM #4

Tanker

Peterbilt



Fire Apparatus Quotation for:
BUYBOARD COOPERATIVE PURCHASING
Peterbilt Chassis
Item #4



Quotation Number: 90519 Rev: 4

Unit Description: TTSA-COMM

Quote Description: Tanker, Tandem Axle, Side Mount, Commercial

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
3090-0007	Hosebed hoseload allowance on the apparatus shall be 1200 lbs.	1	
3340-1137-11Z	Equipment allowance on the apparatus shall be 1000 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
CHASSIS PREP			
1020-0039	Chassis prep for a Peterbilt chassis.	1	
TIRE OPTIONS			
1060-0119	RWC AirGuard LED tire pressure monitoring valve stem caps (10) for tandem rear axle applications.	1	
AIR SYSTEM OPTIONS			
1110-0010-277	Air inlet. To charge brake system. Commercial chassis only. Location: driver's door step area.	1	
ENGINES & TRANSMISSIONS			
1200-0137	Electronic speed limiting set to 60 MPH.	1	
1200-0336	PACCAR PX-9 engine 380 HP @ 2000 RPM, 1150 lb-ft Torque @ 1400 RPM, 2200 RPM Governed Speed	1	
CHASSIS OPTIONS			
1680-0011	Tow eyes rear below body, painted.	1	
1680-0078	Tow hooks front OEM. Not available with extended E-ONE installed front bumper.	1	

Salescode	Extended Description	Qty	
CHASSIS OPTIONS			
1680-0394	Tow hooks are OEM supplied with chassis. OEM chassis step package for Peterbuilt Commercial Chassis. Includes mounting plate for the battery charger receptacle and air inlet.	1	
CAB MODEL			
1520-0124	CAB 2DR Peterbuilt model 348 6x4 with horizontal exhaust RH side exit. PX-9 engines 380-450 HP.	1	
CAB BADGE PACKAGE			
1610-0000	Cab and body to have applicable E-ONE logos.	1	
CAB DOOR OPTIONS			
1550-0227	Reflective striping shall be installed on commercial cab doors, visible when the door is open, meeting NFPA requirement of 96 sq. in. coverage for each door.	1	
MISC EXTERIOR CAB OPTIONS			
1675-0007	Diesel fuel only label.	1	
SEATS			
1685-0012	Seating capacity tag of two occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0450	Center control console painted black Zolatone. Locate in cab between driver and officer. Includes area for NFPA siren, electrical, and in-cab controls (as applicable) switching.	1	
CAB ELECTRICAL OPTIONS			
1750-0059-277-04	Receptacle inlet 20 amp with a Yellow cover. Location: driver's door step area.	1	
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	
BODY COMPT LEFT SIDE			
3100-0222	Driver half side tandem body with 42" wide forward and 42" wide rearward compartmentation.	1	
BODY COMPT RIGHT SIDE			
3120-0378	Officer half side tandem body with 42" wide forward and 42" wide rearward compartmentation.	1	
BODY COMPT REAR			
3110-0130	Rear end tanker. Includes smooth plate upper and lower panels and a smooth plate center strip for a Jet or Newton Dump application.	1	

Salescode	Extended Description	Qty	
BODY COMPT REAR			
3340-0080	Bolt-on diamond plate 18" tailboard (full width of body). Includes (2) squared off beavertails (no stanchions) with removable outer panels and handrails- (2) vertical on trailing edge of body and horizontal mounted handrail(s) below hosebed.	1	
DOORS			
3300-0289-003	Door double vertical hinged w/rotary latches - painted . Location(s): L1 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0289-004	Door double vertical hinged w/rotary latches - painted . Location(s): L2 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0289-015	Door double vertical hinged w/rotary latches - painted . Location(s): R1 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0289-016	Door double vertical hinged w/rotary latches - painted . Location(s): R2 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
COVERS			
3305-0007-000-13	Vinyl Black hose bed cover with attached rear flap(s).	1	
3305-0008-000-13	Vinyl Black crosslay cover with attached side flaps.	1	
PUMP MODULE			
3130-0167	Pump module to be 76" wide (side to side). Includes upper, lower, crosswalk, speedlay and tranverse module(s) if applicable.	1	
3130-0523	Side mount pump module. Extruded aluminum with runningboards.	1	
3130-0532	Pump panel opening is 39" wide. Pumper / tanker only.	1	
3130-0539	Pump module height is 75". Pumper / tanker only.	1	
PUMP PANELS			
3134-0016	Stainless steel driver and officer side pump panels.	1	
3134-0143	Officer side pump panel to be vertical hinged on forward extrusion. Panel to be (3) pieces with upper (2) panels secured in the closed position with push button latches. Upper panel to be held open with gas shock.	1	
MISC PUMP PANEL OPTIONS			
4460-0003	Pump panel tags color coded per NFPA compliance.	1	

Salescode	Extended Description	Qty	
PUMP MODULE OPTIONS			
3136-0058	E-ONE logo mounted one each side on pump module/preconnect panels. Logos to be sized as applicable to available space on panels.	1	
3136-0138	Pump module storage pan.	1	
3136-0139	Crosslay double 7.5" wide each to hold up to 200' of 2.0" DJ hose (each).	1	
WATER TANK			
4010-0099	Fill tower(s) to be located offset to officer side of water tank.	1	
4010-0193	2530 Gallon Tandem "T" Water Tank. UPF Poly III color fill towers. Note: Any foam cell(s) and/or storage options thru the tank will reduce the overall water capacity.	1	
WATER TANK OPTIONS			
4020-0004	Newton dump mounting plate.	1	
TANK PLUMBING			
4020-0018	Rear tank dump. Includes painted steel assembly with manual actuated valve on top of dump assembly. For use with slip on extension and chute.	1	
4450-0010	2" tank fill Akron manual valve.	1	
4450-0121	3" Tank to pump Akron air actuated valve w/4" tank connection.	1	
4450-0149-198	2.5" rear direct tank fill. Includes swing handle control, swivel with droop and plug with retainer. Located to driver's side of the rear body.	1	
4450-0149-199	2.5" rear direct tank fill. Includes swing handle control, swivel with droop and plug with retainer. Located to officer's side of the rear body.	1	
LADDER STORAGE / RACKS			
3365-0025-515	Attic ladder mounting brackets (PR). Locate officer side compartment top.	1	
3365-0189-198-L5	Manual drop-down portable tank storage rack. Includes forward and rearward securing clamps with manual releases. Locate rack to driver's side of body. Rack sized for steel framed 2500 portable tank.	1	
3365-0831	Hard Suction Storage Racks. Officer side hose bed side with adjustable tracks. Includes spring hold downs and scuff plates behind spring mounts (as applicable).	2	
HANDRAILS / STEPS			
3330-0277	Innovative Controls dual lighted LED folding steps rear NFPA. Includes folding steps on driver side rear of the body. (staggered stepped as applicable with tailboard depth) for NFPA hosebed access and handrail mounted on driver side upper hosebed side (as applicable).	1	

Salescode	Extended Description	Qty	
MISC BODY OPTIONS			
3340-0004	Hosebed above the booster tank. Includes forward hosebed and tower(s) cover plate work (as applicable). Hosebed adjustable divider extrusion rearward of the furthest tower is to run full width of the hosebed (as is practical with other hosebed mounted equipment).	1	
3340-0035	Divider Long. To run full length of hose bed (front to rear).	1	
3340-0075	Body mainframe and hosebed side assemblies for a 90" high body.	1	
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
3340-0107	Diamond plate tandem axle wheel well. Includes bolt-on composite wheel well liners and fenderettes.	1	
3340-0110	The rear of each hose bed divider to have a hand hold cut-out(s).	1	
3340-0145	Rub rail for the body and pump area module(s).	1	
3340-0463	Commercial chassis tandem axle wheelbase modification. Adds 1" to wheelbase due rear axle offset between commercial and custom chassis.	1	
3340-0588	Slip-on painted steel dump elbow and 36" straight extension chute. Includes body mounted removable support arm and mounting brackets at rear of body for elbow and straight chute.	1	
3340-0681	Body mainframe layout line to be 24". Includes body and all applicable modules.	1	
3340-1560	Body or pump module notch to accommodate the exhaust canister for high horsepower engines (380 HP or more) on commercial chassis. Right side lower front compartments and/or pump module may be modified.	1	
PUMPS			
4005-0031	Rating 1500 GPM.	1	
4005-0196	Hale QMAX 1000-2250 GPM single stage pump. Requires primer option.	1	
PUMP CERTIFICATION			
4475-0000	Pump certification 750-2250 GPM	1	
PUMP OPTIONS			
4015-0038	Pump seal packing for Hale pump.	1	
4015-0053-198	Steamers to be Flush + 1". Location: driver's side.	1	
4015-0053-199	Steamers to be Flush + 1". Location: officer's side.	1	
4015-0098	Manual operated master pump drain. The master drain shall be clearly marked and placed in accessible location on pump panel.	1	
4015-0238	Hale electric primer (oil-less).	1	
INTAKES			

Salescode	Extended Description	Qty	
INTAKES			
4440-0005	2.5" Left Intake Akron Manual Valve.	1	
INTAKE OPTIONS			
4445-0009	Intake relief valve, Akron.	1	
DISCHARGES AND PRECONNECTS			
4415-0012-654	1.5" Crosslay with Akron manual valve. Location: crosslay 1 & 2.	2	
4415-0014-581	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 1.	1	
4415-0014-582	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 2.	1	
4415-0016-583	2.5" Right Pump Panel Discharge Akron Manual Valve. Location: right side discharge 1.	1	
4415-0016-584	2.5" Right Pump Panel Discharge Akron Manual Valve. Location: right side discharge 2.	1	
4415-0022-350	2.5" Left Rear Discharge Akron Manual Valve. Location: left rear discharge.	1	
4415-0041	3" Deck Gun Discharge, Akron manual valve. (outlet shall terminate with MNPT threads unless extend gun is install)	1	
4417-0106-L65	Deck gun piping to be positioned centered in deck gun channel.	1	
DISCHARGE OPTIONS			
4417-0175	Innovative Controls push/pull valve controls with locking T handles.	1	
4417-0176	Innovative Controls 3/4" bleeder/drain valve include lift lever with ergonomic grip.	8	
4417-0185	Innovative Controls discharge and intake bezels with integral color code and verbiage for side mount pump panel.	1	
4417-0246	Dealer installed monitor, make and model as specified.	1	
PRESSURE GOVERNORS			
4465-0011	Class 1 TPG pressure governor. Includes, water, oil, volt and tachometer.	1	
GAUGES			
4435-0083	Innovative Controls 10 LED SL series water tank level gauge. On pump panel.	1	
4435-0085-230	Innovative Controls 10 LED SL series tank level water gauge, additional. Location: officer rear.	1	
4435-0246	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel.	8	
4435-0247	4" Innovative Controls stainless steel case master pressure gauges with bezel.	1	

Salescode	Extended Description	Qty	
GAUGES			
	Intake 30-0-400, and discharge 0-400.		
ELECTRICAL SYSTEMS			
5010-0014-B13	Vehicle data recorder for commercial cab - 2009 / 2016 NFPA compliant. Includes occupant detection with display. Display location: center console.	1	
5010-0036	V-MUX Electrical system for pumper / tanker / rescue.	1	
5010-0059-B13	VFD Text display for V-MUX electrical system. Location: center console.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0267	Light bar Whelen Justice model JE2NFPA 56" LED with clear lenses and MKEZ7 mounts. N/A on Vista roofs with front facing windows. Includes (4) red corner facing LIN6 LED lights, (6) forward facing CON3 Linear LED lights; (4) red, (2) white. Location: Centered on the front cab roof.	1	
WARNING LIGHT PACKAGES			
5550-0149-536	Whelen M6 Super LED lower level warning light package. Includes (10) red M6R LED light heads w/chrome flanges. Locate side facing lights: at forward most position, in rear wheel well offset to front, and on side of beavertail.	1	
WARNING LIGHTS			
5600-0078-479-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location rear upper body on aerial style brackets.	1	
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
SIRENS			
5500-0009	Federal PA300 electronic siren recessed mounted.	1	
5500-0024-B13	The primary electronic siren control is to be located center console.	1	
SPEAKERS			
5510-0029-209	Speaker, Federal Signal Dynamax ES100 with "E-ONE" grille through bumper. Location: driver side front bumper.	1	
DOT LIGHTING			
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0022	Marker light LED body package. Commercial pumper bodies only.	1	
5150-0102	Whelen M6 series LED vertical mount tail lights. Includes LED stop/tail, arrow turn and back-up lights with vertical 3 light housing and weatherproof	1	

Salescode	Extended Description	Qty	
DOT LIGHTING			
	connectors.		
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0030	Ground light package LED - small.	1	
5380-0276	Compartment light package TecNiq T440 4" LED for small bodies.	1	
LIGHTS - DECK AND SCENE			
5390-0022	Crosslay light Truck-Lite. Locate to rear of crosslay (SM) and forward of crosslay (TM as applicable). Switched with work light switch in cab.	1	
5390-0215-395	Deck Lights - Optronics Model TLL44 (PR). Location: rear body/beavertail area on the trailing edge up high.	1	
5390-0216	Hose bed light Optronics LED model TLL44 Locate at front of hose bed. Switched with work light switch in cab.	1	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
5400-0011	LED pump compartment light (EA).	1	
5400-0031	Pair of Cab Dome Large Lights mounted driver and officer side front. N/A on E-One Chassis. Required on Comm Chassis.	1	
5400-0150	Pump panel LED light package for side mount. Includes (6) Tecniq EON lights with S/S housings located (3) ea side. Includes S/S light shields (as applicable with intermedialte steps).	1	
CONTROLS / SWITCHES			
5100-0000-198	Foot switch to control air horns located driver's side.	1	
CAMERAS / INTERCOM			
5350-0103-B13	The back-up camera monitor is to be located on the center console.	1	
5350-0118	Camera backup Federal Signal LCD model CAMSET70-NTSC-4 with monitor.	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
HOSE / NOZZLES			
7700-0053	PVC suction hose 6" X 10'. LIGHTWEIGHT SUCTION ONLY HOSE	2	
GROUND LADDERS			
7800-0007	Alco-Lite PRL-14' roof ladder.	1	
7800-0017	Alco-Lite PEL3-24 extension ladder.	1	

Salescode	Extended Description	Qty	
GROUND LADDERS			
7800-0032	Alco-Lite FL-10, 10' folding ladder w/safety shoes.	1	
MISC LOOSE EQUIPMENT			
7600-0016	Wheel chocks 44" NFPA compliant, pair (PR) of Zico SAC-44. Up to 44" diameter tires. Includes mounting brackets.	1	
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0089	All applicable pump/pre-connect application modules are to have a sanded finish (not painted job color). Includes upper and lower pump modules, crosswalk module and/or speedlay/pre-connect module (as applicable). Rear mounted body/pump module to be painted job color.	1	
8100-0116	Rear body surface to have a sanded finish (not painted job color). Includes hinged doors that do not have discrete sales codes and removable panels.	1	
8100-0183-000-17	Paint Body - Large - For Aerials, T/A Tankers/Wetsides, Rear Mounts and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0516-000-7W	Peterbilt cab paint (by chassis OEM). Paint to match As Specified.	1	
STRIPING			
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	
8300-0330	Single NFPA Scotchlite Stripe - upto 6" wide and straight on cab and the body. Size, color and location as specified by the customer.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
GRAPHICS			
8400-0067	E-ONE logo with grey backing on M6 series vertical tail light housing (PR).	1	
WARRANTY / STANDARD			
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0005	10 Year Stainless Steel Plumbing Warranty - Statement of Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	

Salescode	Extended Description	Qty	
WARRANTY / STANDARD & EXTENDED			
9100-0039	1 year full warranty.	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	
Dealer Supplied Equipment			

ITEM #6

Pumper

International



Fire Apparatus Quotation for:
BUYBOARD COOPERATIVE PURCHASING
International 4-Door Pumper
Item #6



Quotation Number: 90391 Rev: 5

Unit Description: PMPR-COMM

Quote Description: Pumper, Commercial Chassis

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
3090-0007	Hosebed hoseload allowance on the apparatus shall be 1200 lbs.	1	
3340-1137-12B	Equipment allowance on the apparatus shall be 2000 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
CHASSIS PREP			
1020-0011	Commercial Chassis Prep for E-1supplied International chassis	1	
TIRE OPTIONS			
1060-0117	RWC AirGuard LED tire pressure monitoring valve stem caps (6) for single rear axle applications.	1	
AIR SYSTEM OPTIONS			
1110-0010-277	Air inlet. To charge brake system. Commercial chassis only. Location: driver's door step area.	1	
ENGINES & TRANSMISSIONS			
1200-0126	Commercial chassis speed to be electronic limited and not to exceed a maximum of 68 MPH. Note: Speed rating may be lower based on OEM tire ratings/top speed limitations provided on chassis.	1	
1200-0357	Cummins L9 engine, 300 HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed	1	

Salescode	Extended Description	Qty	
CHASSIS OPTIONS			
1680-0011	Tow eyes rear below body, painted.	1	
1680-0078	Tow hooks front OEM. Not available with extended E-ONE installed front bumper. Tow hooks are OEM supplied with chassis.	1	
1680-0106	OEM chassis step package for International 4000 and 7000 series. Includes mounting plate for the battery charger receptacle and air inlet.	1	
CAB MODEL			
1500-0011	Four door Navistar 4400 4x2.	1	
CAB BADGE PACKAGE			
1610-0000	Cab and body to have applicable E-ONE logos.	1	
CAB DOOR OPTIONS			
1550-0227	Reflective striping shall be installed on commercial cab doors, visible when the door is open, meeting NFPA requirement of 96 sq. in. coverage for each door.	1	
MISC EXTERIOR CAB OPTIONS			
1675-0007	Diesel fuel only label.	1	
SEATS			
1510-0151	Universal air pack bottle bracket installed (EA).	4	
1685-0032	Seating capacity tag of five occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0450	Center control console painted black Zolatone. Locate in cab between driver and officer. Includes area for NFPA siren, electrical, and in-cab controls (as applicable) switching.	1	
CAB ELECTRICAL OPTIONS			
1750-0059-277-04	Receptacle inlet 20 amp with a Yellow cover. Location: driver's door step area.	1	
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	
BODY COMPT LEFT SIDE			
3100-0096	Driver side body with full height 42" wide forward and 42" wide rearward compartmentation. Includes (1) 56" wide compartment over the wheel well.	1	
BODY COMPT RIGHT SIDE			
3120-0005	Officer half side body with 42" wide forward and 42" wide rearward compartmentation. Includes adjustable ladder tracks.	1	

Salescode	Extended Description	Qty	
BODY COMPT REAR			
3110-0005	Full Height Rear Compartment. Includes smooth plate panels.	1	
3110-0034	Upper rear compartment depth to be shallow.	1	
3340-0080	Bolt-on diamond plate 18" tailboard (full width of body). Includes (2) squared off beavertails (no stanchions) with removable outer panels and handrails- (2) vertical on trailing edge of body and horizontal mounted handrail(s) below hosebed.	1	
DOORS			
3300-0017-004	Door roll up short (up to 45") with satin finish ROM. Location(s): L2.	1	
3300-0019-003	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L1.	1	
3300-0019-005	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L3.	1	
3300-0019-027	Door roll up tall (greater than 45") with satin finish ROM. Location(s): B1.	1	
3300-0289-015	Door double vertical hinged w/rotary latches - painted . Location(s): R1 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0289-016	Door double vertical hinged w/rotary latches - painted . Location(s): R2 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
COVERS			
3305-0007-000-13	Vinyl Black hose bed cover with attached rear flap(s).	1	
3305-0008-000-13	Vinyl Black crosslay cover with attached side flaps.	1	
PUMP MODULE			
3130-0167	Pump module to be 76" wide (side to side). Includes upper, lower, crosswalk, speedlay and tranverse module(s) if applicable.	1	
3130-0523	Side mount pump module. Extruded aluminum with runningboards.	1	
3130-0532	Pump panel opening is 39" wide. Pumper / tanker only.	1	
3130-0539	Pump module height is 75". Pumper / tanker only.	1	
PUMP PANELS			
3134-0016	Stainless steel driver and officer side pump panels.	1	
3134-0143	Officer side pump panel to be vertical hinged on forward extrusion. Panel to be (3) pieces with upper (2) panels secured in the closed position with push button latches. Upper panel to be held open with gas shock.	1	
MISC PUMP PANEL OPTIONS			

Salescode	Extended Description	Qty	
MISC PUMP PANEL OPTIONS			
4460-0003	Pump panel tags color coded per NFPA compliance.	1	
PUMP MODULE OPTIONS			
3136-0058	E-ONE logo mounted one each side on pump module/preconnect panels. Logos to be sized as applicable to available space on panels.	1	
3136-0138	Pump module storage pan.	1	
3136-0139	Crosslay double 7.5" wide each to hold up to 200' of 2.0" DJ hose (each).	1	
WATER TANK			
4010-0099	Fill tower(s) to be located offset to officer side of water tank.	1	
4010-0176	780 Gallon "T" Water Tank. UPF Poly III color fill towers. Note: Any foam cell(s) and/or storage options through the tank will reduce the overall water capacity.	1	
TANK PLUMBING			
4450-0010	2" tank fill Akron manual valve.	1	
4450-0119	3" tank to pump Akron manual valve w/4" tank connection.	1	
LADDER STORAGE / RACKS			
3365-0031	Hard Suction Storage Rack. Officer side in adjustable track above ladders (if applicable). Includes spring hold downs and scuff plates.	2	
3365-0049	Brand of ladders capable of being carried on unit to be Alco-Lite.	1	
3365-0087-C57	The length of ladders capable of being stored shall be the following: 24' 2-section and 14' roof ladder.	1	
HANDRAILS / STEPS			
3330-0277	Innovative Controls dual lighted LED folding steps rear NFPA. Includes folding steps on driver side rear of the body. (staggered stepped as applicable with tailboard depth) for NFPA hosebed access and handrail mounted on driver side upper hosebed side (as applicable).	1	
MISC BODY OPTIONS			
3340-0004	Hosebed above the booster tank. Includes forward hosebed and tower(s) cover plate work (as applicable). Hosebed adjustable divider extrusion rearward of the furthest tower is to run full width of the hosebed (as is practical with other hosebed mounted equipment).	1	
3340-0015	Diamond plate single axle wheel well. Includes bolt-on composite wheel well liners and aluminum trim fenderettes.	1	
3340-0035	Divider Long. To run full length of hose bed (front to rear).	1	

Salescode	Extended Description	Qty	
MISC BODY OPTIONS			
3340-0074	Body mainframe and hosebed side assemblies for a 85" high body.	1	
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
3340-0110	The rear of each hose bed divider to have a hand hold cut-out(s).	1	
3340-0145	Rub rail for the body and pump area module(s).	1	
3340-0680	Body mainframe layout line to be 23". Includes body and all applicable modules.	1	
PUMPS			
4005-0030	Rating 1250 GPM	1	
4005-0195	Hale QFLO 750-1250 GPM pump, single stage. Requires primer option.	1	
PUMP CERTIFICATION			
4475-0000	Pump certification 750-2250 GPM	1	
PUMP OPTIONS			
4015-0029	Hale pressure relief valve.	1	
4015-0037	Engine throttle, vernier.	1	
4015-0053-198	Steamers to be Flush + 1". Location: driver's side.	1	
4015-0053-199	Steamers to be Flush + 1". Location: officer's side.	1	
4015-0098	Manual operated master pump drain. The master drain shall be clearly marked and placed in accessible location on pump panel.	1	
4015-0238	Hale electric primer (oil-less).	1	
INTAKES			
4440-0005	2.5" Left Intake Akron Manual Valve.	1	
INTAKE OPTIONS			
4445-0009	Intake relief valve, Akron.	1	
DISCHARGES AND PRECONNECTS			
4415-0012-654	1.5" Crosslay with Akron manual valve. Location: crosslay 1 & 2.	2	
4415-0014-581	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 1.	1	
4415-0014-582	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 2.	1	
4415-0016-583	2.5" Right Pump Panel Discharge Akron Manual Valve. Location: right side discharge 1.	1	

Salescode	Extended Description	Qty	
DISCHARGES AND PRECONNECTS			
4415-0022-350	2.5" Left Rear Discharge Akron Manual Valve. Location: left rear discharge.	1	
4415-0041	3" Deck Gun Discharge, Akron manual valve. (outlet shall terminate with MNPT threads unless extend gun is install)	1	
4417-0106-L65	Deck gun piping to be positioned centered in deck gun channel.	1	
DISCHARGE OPTIONS			
4417-0175	Innovative Controls push/pull valve controls with locking T handles.	1	
4417-0176	Innovative Controls 3/4" bleeder/drain valve include lift lever with ergonomic grip.	7	
4417-0185	Innovative Controls discharge and intake bezels with integral color code and verbiage for side mount pump panel.	1	
4417-0246	Dealer installed monitor, make and model as specified.	1	
GAUGES			
4435-0069	Class 1 ENFO IV system on pump operator's panel.	1	
4435-0083	Innovative Controls 10 LED SL series water tank level gauge. On pump panel.	1	
4435-0246	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel.	7	
4435-0247	4" Innovative Controls stainless steel case master pressure gauges with bezel. Intake 30-0-400, and discharge 0-400.	1	
ELECTRICAL SYSTEMS			
5010-0014-E12	Vehicle data recorder for commercial cab - 2009 / 2016 NFPA compliant. Includes occupant detection with display. Display location: outboard on driver's side overhead console.	1	
5010-0036	V-MUX Electrical system for pumper / tanker / rescue.	1	
5010-0059-339	VFD Text display for V-MUX electrical system. Location: center of dash.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0267	Light bar Whelen Justice model JE2NFPA 56" LED with clear lenses and MKEZ7 mounts. N/A on Vista roofs with front facing windows. Includes (4) red corner facing LIN6 LED lights, (6) forward facing CON3 Linear LED lights; (4) red, (2) white. Location: Centered on the front cab roof.	1	
WARNING LIGHT PACKAGES			
5550-0149-534	Whelen M6 Super LED lower level warning light package. Includes (10) red M6R	1	

Salescode	Extended Description	Qty	
WARNING LIGHT PACKAGES			
	LED light heads w/chrome flanges. Locate side facing lights: at forward most position, centered in rear wheel well, and on side of beavertail.		
WARNING LIGHTS			
5600-0078-479-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location rear upper body on aerial style brackets.	1	
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
SIRENS			
5500-0009	Federal PA300 electronic siren recessed mounted.	1	
5500-0024-B13	The primary electronic siren control is to be located center console.	1	
SPEAKERS			
5510-0028	Speaker Federal Dynamax ES100. Located officer's side behind tow hook. Navistar 4400 chassis only.	1	
DOT LIGHTING			
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0022	Marker light LED body package. Commercial pumper bodies only.	1	
5150-0102	Whelen M6 series LED vertical mount tail lights. Includes LED stop/tail, arrow turn and back-up lights with vertical 3 light housing and weatherproof connectors.	1	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0030	Ground light package LED - small.	1	
5380-0276	Compartment light package TecNiq T440 4" LED for small bodies.	1	
LIGHTS - DECK AND SCENE			
5390-0058-395	Deck Lights - Truck-Lite LED model 81380 (PR). Location: rear body/beavertail area on the trailing edge up high.	1	
5390-0216	Hose bed light Optronics LED model TLL44 Locate at front of hose bed. Switched with work light switch in cab.	1	
5390-0217	Crosslay light Optronics LED model TLL44. Locate to rear of crosslay (SM) and forward of crosslay (TM as applicable). Switched with work light switch in cab.	1	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
5400-0011	LED pump compartment light (EA).	1	

Salescode	Extended Description	Qty	
LIGHTS - NON-WARNING			
5400-0031	Pair of Cab Dome Large Lights mounted driver and officer side front. N/A on E-One Chassis. Required on Comm Chassis.	1	
5400-0032	Pair of Cab Dome Large Lights mounted driver and officer side Rear. N/A on E-One Chassis or two door commercial chassis. Required on Comm Chassis.	1	
5400-0259	TecNiq model E10 pump panel LED light package with (3) lights per side pump panel. Pump panels over 45" may require additional lights. Side mount only.	1	
CONTROLS / SWITCHES			
5100-0000-198	Foot switch to control air horns located driver's side.	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
ELBOWS			
7400-0012	Chrome discharge elbow 2.5" FNST x 2.5" Male 3.187 x 6 thread per inch with a 2.5" Female 3.187 x 6 thread per inch chrome rocker lug cap with chain, 45 Degree.	3	
HOSE / NOZZLES			
7700-0004	Hard suction hose 6" X 10'. Smooth bore, black rubber hard suction hose for heavy duty service. Built with a spiral wire helix, and nylon fabric reinforcement piles. Tube and cover are taut, black rubber that is age and abrasion resistant.	2	
GROUND LADDERS			
7800-0007	Alco-Lite PRL-14' roof ladder.	1	
7800-0016	Alco-Lite PEL-24' 2-section extension ladder.	1	
7800-0032	Alco-Lite FL-10, 10' folding ladder w/safety shoes.	1	
MISC LOOSE EQUIPMENT			
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0089	All applicable pump/pre-connect application modules are to have a sanded finish (not painted job color). Includes upper and lower pump modules, crosswalk module and/or speedlay/pre-connect module (as applicable). Rear mounted body/pump module to be painted job color.	1	
8100-0116	Rear body surface to have a sanded finish (not painted job color). Includes hinged doors that do not have discrete sales codes and removable panels.	1	

Salescode	Extended Description	Qty	
EXTERIOR PAINT			
8100-0182-000-17	Paint Body - Small - For Pumpers, Rear Mounts, S/A Tankers/Wetsides and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0442-000-17	International cab paint (by chassis OEM). Paint to match FLNA3225E-1 Red.	1	
STRIPING			
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	
8300-0330	Single NFPA Scotchlite Stripe - upto 6" wide and straight on cab and the body. Size, color and location as specified by the customer.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
GRAPHICS			
8400-0067	E-ONE logo with grey backing on M6 series vertical tail light housing (PR).	1	
WARRANTY / STANDARD			
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0005	10 Year Stainless Steel Plumbing Warranty - Statement of Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
9100-0039	1 year full warranty.	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	

ITEM #6

Tanker

International



Fire Apparatus Quotation for:
BUYBOARD COOPERATIVE PURCHASING
Freightliner 4-Door Pumper
Item #6



Quotation Number: 90730 Rev: 4

Unit Description: PMPR-COMM

Quote Description: Pumper, Commercial Chassis

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
3090-0007	Hosebed hoseload allowance on the apparatus shall be 1200 lbs.	1	
3340-1137-12B	Equipment allowance on the apparatus shall be 2000 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
CHASSIS PREP			
1020-0010	Comm Chassis Prep E-1 supplied Freightliner.	1	
TIRE OPTIONS			
1060-0117	RWC AirGuard LED tire pressure monitoring valve stem caps (6) for single rear axle applications.	1	
AIR SYSTEM OPTIONS			
1110-0010-277	Air inlet. To charge brake system. Commercial chassis only. Location: driver's door step area.	1	
ENGINES & TRANSMISSIONS			
1200-0126	Commercial chassis speed to be electronic limited and not to exceed a maximum of 68 MPH. Note: Speed rating may be lower based on OEM tire ratings/top speed limitations provided on chassis.	1	
1200-0357	Cummins L9 engine, 300 HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed	1	
CHASSIS OPTIONS			

Salescode	Extended Description	Qty	
CHASSIS OPTIONS			
1680-0011	Tow eyes rear below body, painted.	1	
1680-0078	Tow hooks front OEM. Not available with extended E-ONE installed front bumper. Tow hooks are OEM supplied with chassis.	1	
1680-0104	OEM chassis step package for Freightliner M2 series. Includes mounting plate for the battery charger receptacle and air inlet.	1	
CAB MODEL			
1500-0009	Four door Freightliner M2 106 4x2.	1	
CAB BADGE PACKAGE			
1610-0000	Cab and body to have applicable E-ONE logos.	1	
CAB DOOR OPTIONS			
1550-0227	Reflective striping shall be installed on commercial cab doors, visible when the door is open, meeting NFPA requirement of 96 sq. in. coverage for each door.	1	
MISC EXTERIOR CAB OPTIONS			
1675-0007	Diesel fuel only label.	1	
SEATS			
1510-0151	Universal air pack bottle bracket installed (EA).	4	
1685-0032	Seating capacity tag of five occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0450	Center control console painted black Zolatone. Locate in cab between driver and officer. Includes area for NFPA siren, electrical, and in-cab controls (as applicable) switching.	1	
CAB ELECTRICAL OPTIONS			
1750-0059-277-04	Receptacle inlet 20 amp with a Yellow cover. Location: driver's door step area.	1	
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	
BODY COMPT LEFT SIDE			
3100-0096	Driver side body with full height 42" wide forward and 42" wide rearward compartmentation. Includes (1) 56" wide compartment over the wheel well.	1	
BODY COMPT RIGHT SIDE			
3120-0005	Officer half side body with 42" wide forward and 42" wide rearward compartmentation. Includes adjustable ladder tracks.	1	

Salescode	Extended Description	Qty	
BODY COMPT REAR			
3110-0005	Full Height Rear Compartment. Includes smooth plate panels.	1	
3110-0034	Upper rear compartment depth to be shallow.	1	
3340-0080	Bolt-on diamond plate 18" tailboard (full width of body). Includes (2) squared off beavertails (no stanchions) with removable outer panels and handrails- (2) vertical on trailing edge of body and horizontal mounted handrail(s) below hosebed.	1	
DOORS			
3300-0017-004	Door roll up short (up to 45") with satin finish ROM. Location(s): L2.	1	
3300-0019-003	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L1.	1	
3300-0019-005	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L3.	1	
3300-0019-027	Door roll up tall (greater than 45") with satin finish ROM. Location(s): B1.	1	
3300-0289-015	Door double vertical hinged w/rotary latches - painted . Location(s): R1 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0289-016	Door double vertical hinged w/rotary latches - painted . Location(s): R2 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
COVERS			
3305-0007-000-13	Vinyl Black hose bed cover with attached rear flap(s).	1	
3305-0008-000-13	Vinyl Black crosslay cover with attached side flaps.	1	
PUMP MODULE			
3130-0167	Pump module to be 76" wide (side to side). Includes upper, lower, crosswalk, speedlay and tranverse module(s) if applicable.	1	
3130-0523	Side mount pump module. Extruded aluminum with runningboards.	1	
3130-0532	Pump panel opening is 39" wide. Pumper / tanker only.	1	
3130-0539	Pump module height is 75". Pumper / tanker only.	1	
PUMP PANELS			
3134-0016	Stainless steel driver and officer side pump panels.	1	
3134-0143	Officer side pump panel to be vertical hinged on forward extrusion. Panel to be (3) pieces with upper (2) panels secured in the closed position with push button latches. Upper panel to be held open with gas shock.	1	
MISC PUMP PANEL OPTIONS			

Salescode	Extended Description	Qty	
MISC PUMP PANEL OPTIONS			
4460-0003	Pump panel tags color coded per NFPA compliance.	1	
PUMP MODULE OPTIONS			
3136-0058	E-ONE logo mounted one each side on pump module/preconnect panels. Logos to be sized as applicable to available space on panels.	1	
3136-0138	Pump module storage pan.	1	
3136-0139	Crosslay double 7.5" wide each to hold up to 200' of 2.0" DJ hose (each).	1	
WATER TANK			
4010-0099	Fill tower(s) to be located offset to officer side of water tank.	1	
4010-0176	780 Gallon "T" Water Tank. UPF Poly III color fill towers. Note: Any foam cell(s) and/or storage options through the tank will reduce the overall water capacity.	1	
TANK PLUMBING			
4450-0010	2" tank fill Akron manual valve.	1	
4450-0119	3" tank to pump Akron manual valve w/4" tank connection.	1	
LADDER STORAGE / RACKS			
3365-0031	Hard Suction Storage Rack. Officer side in adjustable track above ladders (if applicable). Includes spring hold downs and scuff plates.	2	
3365-0049	Brand of ladders capable of being carried on unit to be Alco-Lite.	1	
3365-0087-C57	The length of ladders capable of being stored shall be the following: 24' 2-section and 14' roof ladder.	1	
HANDRAILS / STEPS			
3330-0277	Innovative Controls dual lighted LED folding steps rear NFPA. Includes folding steps on driver side rear of the body. (staggered stepped as applicable with tailboard depth) for NFPA hosebed access and handrail mounted on driver side upper hosebed side (as applicable).	1	
MISC BODY OPTIONS			
3340-0004	Hosebed above the booster tank. Includes forward hosebed and tower(s) cover plate work (as applicable). Hosebed adjustable divider extrusion rearward of the furthest tower is to run full width of the hosebed (as is practical with other hosebed mounted equipment).	1	
3340-0015	Diamond plate single axle wheel well. Includes bolt-on composite wheel well liners and aluminum trim fenderettes.	1	
3340-0035	Divider Long. To run full length of hose bed (front to rear).	1	

Salescode	Extended Description	Qty	
MISC BODY OPTIONS			
3340-0074	Body mainframe and hosebed side assemblies for a 85" high body.	1	
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
3340-0110	The rear of each hose bed divider to have a hand hold cut-out(s).	1	
3340-0145	Rub rail for the body and pump area module(s).	1	
3340-0681	Body mainframe layout line to be 24". Includes body and all applicable modules.	1	
PUMPS			
4005-0030	Rating 1250 GPM	1	
4005-0195	Hale QFLO 750-1250 GPM pump, single stage. Requires primer option.	1	
PUMP CERTIFICATION			
4475-0000	Pump certification 750-2250 GPM	1	
PUMP OPTIONS			
4015-0029	Hale pressure relief valve.	1	
4015-0037	Engine throttle, vernier.	1	
4015-0053-198	Steamers to be Flush + 1". Location: driver's side.	1	
4015-0053-199	Steamers to be Flush + 1". Location: officer's side.	1	
4015-0098	Manual operated master pump drain. The master drain shall be clearly marked and placed in accessible location on pump panel.	1	
4015-0238	Hale electric primer (oil-less).	1	
INTAKES			
4440-0005	2.5" Left Intake Akron Manual Valve.	1	
INTAKE OPTIONS			
4445-0009	Intake relief valve, Akron.	1	
DISCHARGES AND PRECONNECTS			
4415-0012-654	1.5" Crosslay with Akron manual valve. Location: crosslay 1 & 2.	2	
4415-0014-581	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 1.	1	
4415-0014-582	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 2.	1	
4415-0016-583	2.5" Right Pump Panel Discharge Akron Manual Valve. Location: right side discharge 1.	1	

Salescode	Extended Description	Qty	
DISCHARGES AND PRECONNECTS			
4415-0022-350	2.5" Left Rear Discharge Akron Manual Valve. Location: left rear discharge.	1	
4415-0041	3" Deck Gun Discharge, Akron manual valve. (outlet shall terminate with MNPT threads unless extend gun is install)	1	
4417-0106-L65	Deck gun piping to be positioned centered in deck gun channel.	1	
DISCHARGE OPTIONS			
4417-0175	Innovative Controls push/pull valve controls with locking T handles.	1	
4417-0176	Innovative Controls 3/4" bleeder/drain valve include lift lever with ergonomic grip.	7	
4417-0185	Innovative Controls discharge and intake bezels with integral color code and verbiage for side mount pump panel.	1	
4417-0246	Dealer installed monitor, make and model as specified.	1	
GAUGES			
4435-0069	Class 1 ENFO IV system on pump operator's panel.	1	
4435-0083	Innovative Controls 10 LED SL series water tank level gauge. On pump panel.	1	
4435-0246	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel.	7	
4435-0247	4" Innovative Controls stainless steel case master pressure gauges with bezel. Intake 30-0-400, and discharge 0-400.	1	
ELECTRICAL SYSTEMS			
5010-0014-G97	Vehicle data recorder for commercial cab - 2009 / 2016 NFPA compliant. Includes occupant detection with display. Display location: cab dash above transmission shift panel.	1	
5010-0036	V-MUX Electrical system for pumper / tanker / rescue.	1	
5010-0059-339	VFD Text display for V-MUX electrical system. Location: center of dash.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0267	Light bar Whelen Justice model JE2NFPA 56" LED with clear lenses and MKEZ7 mounts. N/A on Vista roofs with front facing windows. Includes (4) red corner facing LIN6 LED lights, (6) forward facing CON3 Linear LED lights; (4) red, (2) white. Location: Centered on the front cab roof.	1	
WARNING LIGHT PACKAGES			
5550-0149-534	Whelen M6 Super LED lower level warning light package. Includes (10) red M6R	1	

Salescode	Extended Description	Qty	
WARNING LIGHT PACKAGES			
	LED light heads w/chrome flanges. Locate side facing lights: at forward most position, centered in rear wheel well, and on side of beavertail.		
WARNING LIGHTS			
5600-0078-479-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location rear upper body on aerial style brackets.	1	
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
SIRENS			
5500-0009	Federal PA300 electronic siren recessed mounted.	1	
5500-0024-B13	The primary electronic siren control is to be located center console.	1	
SPEAKERS			
5510-0029-209	Speaker, Federal Signal Dynamax ES100 with "E-ONE" grille through bumper. Location: driver side front bumper.	1	
DOT LIGHTING			
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0022	Marker light LED body package. Commercial pumper bodies only.	1	
5150-0102	Whelen M6 series LED vertical mount tail lights. Includes LED stop/tail, arrow turn and back-up lights with vertical 3 light housing and weatherproof connectors.	1	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0030	Ground light package LED - small.	1	
5380-0276	Compartment light package TecNiq T440 4" LED for small bodies.	1	
LIGHTS - DECK AND SCENE			
5390-0058-395	Deck Lights - Truck-Lite LED model 81380 (PR). Location: rear body/beavertail area on the trailing edge up high.	1	
5390-0216	Hose bed light Optronics LED model TLL44 Locate at front of hose bed. Switched with work light switch in cab.	1	
5390-0217	Crosslay light Optronics LED model TLL44. Locate to rear of crosslay (SM) and forward of crosslay (TM as applicable). Switched with work light switch in cab.	1	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
5400-0011	LED pump compartment light (EA).	1	

Salescode	Extended Description	Qty	
LIGHTS - NON-WARNING			
5400-0031	Pair of Cab Dome Large Lights mounted driver and officer side front. N/A on E-One Chassis. Required on Comm Chassis.	1	
5400-0032	Pair of Cab Dome Large Lights mounted driver and officer side Rear. N/A on E-One Chassis or two door commercial chassis. Required on Comm Chassis.	1	
5400-0259	TecNiq model E10 pump panel LED light package with (3) lights per side pump panel. Pump panels over 45" may require additional lights. Side mount only.	1	
CONTROLS / SWITCHES			
5100-0000-198	Foot switch to control air horns located driver's side.	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
ELBOWS			
7400-0012	Chrome discharge elbow 2.5" FNST x 2.5" Male 3.187 x 6 thread per inch with a 2.5" Female 3.187 x 6 thread per inch chrome rocker lug cap with chain, 45 Degree.	3	
HOSE / NOZZLES			
7700-0004	Hard suction hose 6" X 10'. Smooth bore, black rubber hard suction hose for heavy duty service. Built with a spiral wire helix, and nylon fabric reinforcement piles. Tube and cover are taut, black rubber that is age and abrasion resistant.	2	
GROUND LADDERS			
7800-0007	Alco-Lite PRL-14' roof ladder.	1	
7800-0016	Alco-Lite PEL-24' 2-section extension ladder.	1	
7800-0032	Alco-Lite FL-10, 10' folding ladder w/safety shoes.	1	
MISC LOOSE EQUIPMENT			
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0089	All applicable pump/pre-connect application modules are to have a sanded finish (not painted job color). Includes upper and lower pump modules, crosswalk module and/or speedlay/pre-connect module (as applicable). Rear mounted body/pump module to be painted job color.	1	
8100-0116	Rear body surface to have a sanded finish (not painted job color). Includes hinged doors that do not have discrete sales codes and removable panels.	1	

Salescode	Extended Description	Qty	
EXTERIOR PAINT			
8100-0182-000-17	Paint Body - Small - For Pumpers, Rear Mounts, S/A Tankers/Wetsides and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0443-000-17	Freightliner cab paint (by chassis OEM). Paint to match FLNA3225E-1 Red.	1	
STRIPING			
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	
8300-0330	Single NFPA Scotchlite Stripe - upto 6" wide and straight on cab and the body. Size, color and location as specified by the customer.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
GRAPHICS			
8400-0067	E-ONE logo with grey backing on M6 series vertical tail light housing (PR).	1	
WARRANTY / STANDARD			
9100-0000	Standard 1 Year Warranty.	1	
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0005	10 Year Stainless Steel Plumbing Warranty - Statement of Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	

ITEM #7

Pumper

Typhoon



Fire Apparatus Quotation for:
BUYBOARD COOPERATIVE PURCHASING
Typhoon Pumper
Item #7



Quotation Number: 72738 Rev: 11

Unit Description: PMPR-TYPH

Quote Description: Pumper, Typhoon

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
3090-0007	Hosebed hoseload allowance on the apparatus shall be 1200 lbs.	1	
3340-1137-12B	Equipment allowance on the apparatus shall be 2000 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
BUMPERS			
1160-0000	Bumper 10" stainless steel.	1	
1160-0008	3/16" Front Bumper Gravel Shield.	1	
1160-0012	12" Front Bumper Gravel Shield Extension.	1	
1160-0020	License plate holder mounted center of front bumper.	1	
FRAME ASSEMBLY			
1250-0080	Frame assembly with 10.25 x 3.5 x .375 powder coated galvanized rails.	1	
1250-0092	GEOMET coated frame assembly fasteners.	1	
AXLE OPTIONS			
1025-0016	Meritor RS-24-160 single rear axle 24,000 lb. capacity.	1	
1025-0029	Front shock absorbers.	1	
1025-0174	Meritor FL941 front axle 18,000 lb.	1	
SUSPENSIONS			
1070-0001	Rear suspension springs rated equal to the capacity of the axle.	1	

Salescode	Extended Description	Qty	
WHEEL OPTIONS			
1050-0000	Steel wheels for front axle (2).	1	
1050-0002	Steel wheels for rear axle (4).	1	
TIRE OPTIONS			
1060-0001	Two Michelin 315 tires model XZA-1 for front axle.	1	
1060-0015	Four Michelin 11R rear tires with XDN2 all weather tread.	1	
1060-0117	RWC AirGuard LED tire pressure monitoring valve stem caps (6) for single rear axle applications.	1	
BRAKE SYSTEMS			
1100-0000	16-1/2" x 6" S-cam brakes with ArvinMeritor automatic slack adjusters for front axle.	1	
1100-0002	ArvinMeritor 16-1/2" x 7" S-cam brakes with cast brake drums for a single rear axle.	1	
1100-0005	Brake system air 4X2/4X4.	1	
1100-0006	Parking brake release mounted on the driver's side lower dash.	1	
AIR SYSTEM OPTIONS			
1110-0000-001	Inlet for air system. Location: driver door jamb.	1	
1110-0002	Air dryer Bendix AD-9.	1	
1110-0006	Air lines nylon.	1	
1110-0026	Air horns recessed in bumper (PR).	1	
ENGINES & TRANSMISSIONS			
1200-0017	Push-button transmission shift selector.	1	
1200-0020	TransSynd synthetic transmission fluid for EVS3000.	1	
1200-0097	Electronic limiting of speed to 68 MPH maximum. Note: Max speed may be set at 65 MPH due to tire rating.	1	
1200-0337	Eng/Trans Cummins L9 330HP/EVS3000 2017 EPA compliant engine.	1	
SECONDARY BRAKING			
1125-0002	Jacobs engine compression brake.	1	
1125-0023	Transmission to seek second gear when Jacobs engine brake or Telma retarder is engaged. N/A with Trans retarder.	1	
COOLING PACKAGE			
1800-0013	Cooling system for use with Cyclone II X, Typhoon X, and Quest chassis. For use	1	

Salescode	Extended Description	Qty	
COOLING PACKAGE			
	with 2010 - 2017 EPA engines. Includes coolant recovery system.		
FUEL SYSTEMS			
1350-0003	Fuel system 50 gallon.	1	
1350-0022	Fuel line hose rubber.	1	
ALTERNATOR			
1700-0003	Alternator Leece Neville 270 amp SAE, 240 amp NFPA rating.	1	
BATTERIES			
1400-0002	Battery four group 31 1000 CCA.	1	
CHASSIS OPTIONS			
1680-0005	Thermatic fan clutch.	1	
1680-0006	Drivelines 1710.	1	
1680-0008	Tow eyes front painted below bumper/cab (PR).	1	
1680-0011	Tow eyes rear below body, painted.	1	
1680-0250-M58	Diesel Exhaust Fluid (DEF) 5 gallon tank for 2013 / 2016 EPA engines. Location: left side below rear of cab.	1	
1680-0284	Radiator mounted power steering cooler.	1	
CAB MODEL			
1520-0013	Typhoon X medium cab with 58" CA	1	
CAB ROOF TYPE			
1615-0010	Cab roof to be "flat" (non-vista).	1	
CAB BADGE PACKAGE			
1610-0000	Cab and body to have applicable E-ONE logos.	1	
GRILLE			
1620-0004	ABS chrome plated grille.	1	
CAB DOOR OPTIONS			
1550-0003	Rear crew cab doors in the medium position.	1	
1550-0005	Driver and officer cab door windows. Include forward vent windows.	1	
1550-0011	Rear crew cab door windows. Includes manual roll-down actuation. Not available on Typhoon or CII with paddle style door latching.	1	

Salescode	Extended Description	Qty	
CAB DOOR OPTIONS			
1550-0016	Cab door panels ABS.	1	
1550-0025	All cab doors shall have "L" style exterior latches.	1	
1550-0027	Front cab door windows to have manual actuation.	1	
1550-0038-659	(4) LED cab step area lighting. Locate each light on each cab door in the inboard position. Lights to be switched with door ajar.	1	
1550-0044	All cab door kick plates to be made from diamond plate aluminum.	1	
1550-0059-000-G6	Reflective Red/Lemon Yellow printed striping positioned in the "A" formation located on the cab door panels.	1	
1550-0077	Interior cab door locks - manual. Will have manual actuation from each respective door. Includes barrel style key lock on each exterior cab door.	1	
1550-0083	All cab exterior access doors to have CH751 keyed locks.	1	
MIRRORS			
1670-0003	Velvac 2010 mirrors. Door mounted west coast style with remote control and heat.	1	
MISC EXTERIOR CAB OPTIONS			
1550-0020	Windows cab side fixed driver's side.	1	
1550-0033	Windows cab side fixed officer's side.	1	
1675-0022	Pair of 18" handrails located just behind driver and officer front door one each side.	1	
1675-0023	Pair of 18" handrails located just behind driver and officer rear door (ALS doors if equipped) one each side.	1	
1675-0030	Mud flaps, front, black with E-ONE logo.	1	
1675-0047	Rear cab wall to be 3/16" aluminum diamond plate.	1	
1675-0202	Mounting plate for battery charger receptacle, indicator, air inlet, etc (if applicable). Plate to be removable brushed stainless steel.	1	
HVAC			
1515-0017	Air conditioning for the Typhoon X, CII X and Quest with Cummins ISC/ISL engine and radiator mounted condenser.	1	
1515-0048	Controls for heating and air conditioning shall be located in the driver side lower dash area. For use without front air bags only.	1	
SEATS			
1510-0003	Seats, Inc. brand 911 cab seats.	1	
1510-0007	Seat cover material vinyl.	1	

Salescode	Extended Description	Qty	
SEATS			
1510-0008	Seat color gray.	1	
1510-0035-147	Universal air pack bottle bracket (EA). Location: officer's seat.	1	
1510-0035-148	Universal air pack bottle bracket (EA). Location: rear facing driver's side.	1	
1510-0035-151	Universal air pack bottle bracket (EA). Location: inboard driver's side rear wall.	1	
1510-0035-152	Universal air pack bottle bracket (EA). Location: inboard officer's side rear wall.	1	
1510-0035-215	Universal air pack bottle bracket (EA). Location: rear facing officer's side.	1	
1510-0038	Driver seat 911 air ride.	1	
1510-0042	Officer seat to be 911 fixed SCBA.	1	
1510-0050	Rear facing 911 seat with SCBA driver's side.	1	
1510-0053	Rear facing 911 seat with SCBA officer's side.	1	
1510-0062	Two man bench centered on rear wall with 911 SCBA backs. Includes angled corners.	1	
1685-0033	Seating capacity tag of six occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0000	Cab interior gray. Does not include engine cover or seat color.	1	
1685-0006	Padded sun visors, driver and officer's side overhead.	1	
1685-0168	ABS Dash package. Includes center and officer side dash, lower kick panels and "A" post covers.	1	
1685-0187	Severe duty engine cover, molded polyurethane.	1	
1685-0496	ABS overhead console. Includes front full width overhead, air conditioning plenum and rear facing blower.	1	
1685-0532	Stepped profile rear engine cover.	1	
CAB ELECTRICAL OPTIONS			
1750-0013-172	Turn signal Whelen 600 LED amber arrow pair located upper headlight bezel.	1	
1750-0024-179-04	Auto-Eject receptacle inlet 20 amp located outside driver's door next to handrail with a Yellow cover.	1	
1750-0046-195	Cab Headlights. Position: lower.	1	
1750-0072-592	12 VDC (or 24VDC) electrical outlet wired battery hot. Location: driver side dash.	1	
1750-0075	English dominant main cab gauge cluster.	1	
1750-0158	Dome Lts Red/White LED. Package includes two lights mounted in the front and two mounted in the rear of the cab. White light wired through door and light assembly switch. Red light through light assembly switch.	1	

Salescode	Extended Description	Qty	
CAB ELECTRICAL OPTIONS			
1750-0198-A31	Battery charger to be located behind driver's seat.	1	
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	
1750-0435	Halogen cab headlights. TyphoonX, CIIX and QST2 only.	1	
1750-0449	Momentary DPF regeneration override switch.	1	
BODY COMPT LEFT SIDE			
3100-0093	Driver side body with full height 24" wide forward and 36" wide rearward compartmentation. Includes (1) 56" wide compartment over the wheel well.	1	
BODY COMPT RIGHT SIDE			
3120-0000	Officer half side body with 24" wide forward and 36" wide rearward compartmentation. Includes adjustable ladder tracks.	1	
BODY COMPT REAR			
3110-0005	Full Height Rear Compartment. Includes smooth plate panels.	1	
3110-0034	Upper rear compartment depth to be shallow.	1	
3340-0080	Bolt-on diamond plate 18" tailboard (full width of body). Includes (2) squared off beavertails (no stanchions) with removable outer panels and handrails- (2) vertical on trailing edge of body and horizontal mounted handrail(s) below hosebed.	1	
DOORS			
3300-0007-003	Door single vertical hinged painted. Location(s): L1	1	
3300-0007-015	Door single vertical hinged painted. Location(s): R1	1	
3300-0011-004	Door single horizontal hinged lift-up box pan configuration painted. Location(s): L2	1	
3300-0289-016	Door double vertical hinged w/rotary latches - painted . Location(s): R2 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0292-005	Door double 3-point vertical hinged w/rotary latches - painted. Location(s): L3. Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0294-027	Door double 3-point vertical hinged w/rotary latches - smooth plate sanded. Location(s): B1. Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
COVERS			
3305-0007-000-13	Vinyl Black hose bed cover with attached rear flap(s).	1	

Salescode	Extended Description	Qty	
COVERS			
3305-0008-000-13	Vinyl Black crosslay cover with attached side flaps.	1	
PUMP MODULE			
3130-0167	Pump module to be 76" wide (side to side). Includes upper, lower, crosswalk, speedlay and tranverse module(s) if applicable.	1	
3130-0523	Side mount pump module. Extruded aluminum with runningboards.	1	
3130-0533	Pump panel opening is 45" wide. Pumper / tanker only.	1	
3130-0539	Pump module height is 75". Pumper / tanker only.	1	
PUMP PANELS			
3134-0016	Stainless steel driver and officer side pump panels.	1	
3134-0055	Officer side upper pump access panel to be horizontal hinged with stainless steel door. Includes (2) push button latches and (2) hold open devices.	1	
MISC PUMP PANEL OPTIONS			
4460-0003	Pump panel tags color coded per NFPA compliance.	1	
PUMP MODULE OPTIONS			
3136-0058	E-ONE logo mounted one each side on pump module/preconnect panels. Logos to be sized as applicable to available space on panels.	1	
3136-0138	Pump module storage pan.	1	
3136-0139	Crosslay double 7.5" wide each to hold up to 200' of 2.0" DJ hose (each).	1	
WATER TANK			
4010-0099	Fill tower(s) to be located offset to officer side of water tank.	1	
4010-0176	780 Gallon "T" Water Tank. UPF Poly III color fill towers. Note: Any foam cell(s) and/or storage options through the tank will reduce the overall water capacity.	1	
TANK PLUMBING			
4450-0010	2" tank fill Akron manual valve.	1	
4450-0119	3" tank to pump Akron manual valve w/4" tank connection.	1	
LADDER STORAGE / RACKS			
3365-0049	Brand of ladders capable of being carried on unit to be Alco-Lite.	1	
3365-0087-C57	The length of ladders capable of being stored shall be the following: 24' 2-section and 14' roof ladder.	1	
HANDRAILS / STEPS			

Salescode	Extended Description	Qty	
HANDRAILS / STEPS			
3330-0277	Innovative Controls dual lighted LED folding steps rear NFPA. Includes folding steps on driver side rear of the body. (staggered stepped as applicable with tailboard depth) for NFPA hosebed access and handrail mounted on driver side upper hosebed side (as applicable).	1	
MISC BODY OPTIONS			
3340-0004	Hosebed above the booster tank. Includes forward hosebed and tower(s) cover plate work (as applicable). Hosebed adjustable divider extrusion rearward of the furthest tower is to run full width of the hosebed (as is practical with other hosebed mounted equipment).	1	
3340-0015	Diamond plate single axle wheel well. Includes bolt-on composite wheel well liners and aluminum trim fenderettes.	1	
3340-0035	Divider Long. To run full length of hose bed (front to rear).	1	
3340-0058	Recessed fuel fill driver side wheel well.	1	
3340-0074	Body mainframe and hosebed side assemblies for a 85" high body.	1	
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
3340-0110	The rear of each hose bed divider to have a hand hold cut-out(s).	1	
3340-0145	Rub rail for the body and pump area module(s).	1	
3340-0681	Body mainframe layout line to be 24". Includes body and all applicable modules.	1	
PUMPS			
4005-0030	Rating 1250 GPM	1	
4005-0195	Hale QFLO 750-1250 GPM pump, single stage. Requires primer option.	1	
PUMP CERTIFICATION			
4475-0000	Pump certification 750-2250 GPM	1	
PUMP OPTIONS			
4015-0053-198	Steamers to be Flush + 1". Location: driver's side.	1	
4015-0053-199	Steamers to be Flush + 1". Location: officer's side.	1	
4015-0098	Manual operated master pump drain. The master drain shall be clearly marked and placed in accessible location on pump panel.	1	
4015-0210	Pump cooler with Innovative Control 1/4 turn valve with "T" handle and label.	1	
4015-0238	Hale electric primer (oil-less).	1	
INTAKES			

Salescode	Extended Description	Qty	
INTAKES			
4440-0005	2.5" Left Intake Akron Manual Valve.	1	
INTAKE OPTIONS			
4445-0009	Intake relief valve, Akron.	1	
DISCHARGES AND PRECONNECTS			
4415-0012-654	1.5" Crosslay with Akron manual valve. Location: crosslay 1 & 2.	2	
4415-0022-350	2.5" Left Rear Discharge Akron Manual Valve. Location: left rear discharge.	1	
4415-0041	3" Deck Gun Discharge, Akron manual valve. (outlet shall terminate with MNPT threads unless extend gun is install)	1	
4415-0161-581	2.5" Left Panel Discharge Akron Manual Valve w/30 Degree Chrome Droop. Location: left side discharge 1.	1	
4415-0161-582	2.5" Left Panel Discharge Akron Manual Valve w/30 Degree Chrome Droop. Location: left side discharge 2.	1	
4415-0164-583	2.5" Right Panel Discharge Akron Manual Valve w/30 Degree Chrome Droop. Location: right side discharge 1.	1	
4417-0106-L65	Deck gun piping to be positioned centered in deck gun channel.	1	
DISCHARGE OPTIONS			
4417-0175	Innovative Controls push/pull valve controls with locking T handles.	1	
4417-0176	Innovative Controls 3/4" bleeder/drain valve include lift lever with ergonomic grip.	7	
4417-0185	Innovative Controls discharge and intake bezels with integral color code and verbiage for side mount pump panel.	1	
4417-0246	Dealer installed monitor, make and model as specified.	1	
PRESSURE GOVERNORS			
4465-0011	Class 1 TPG pressure governor. Includes, water, oil, volt and tachometer.	1	
GAUGES			
4435-0083	Innovative Controls 10 LED SL series water tank level gauge. On pump panel.	1	
4435-0246	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel.	7	
4435-0247	4" Innovative Controls stainless steel case master pressure gauges with bezel. Intake 30-0-400, and discharge 0-400.	1	
ELECTRICAL SYSTEMS			
5010-0036	V-MUX Electrical system for pumper / tanker / rescue.	1	

Salescode	Extended Description	Qty	
ELECTRICAL SYSTEMS			
5010-0049	Vehicle data recorder - 2009 / 2016 NFPA compliant. Includes occupant detection shown in multiplex display. E-ONE chassis only.	1	
5010-0055-649	Vista IV display for V-MUX electrical system. Location: driver's side engine cover.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0504	Whelen MKEZ7 1.5" standard mount for front light bar (PR).	1	
5300-0506-000-4T	Front light bar LED color: Red with clear lenses (If applicable, includes side facing when colors are the same.)	1	
5300-0511	Light bar Whelen Freedom IV Model F4X7 72" with 8 LED modules. Location: Centered on the front cab roof.	1	
WARNING LIGHT PACKAGES			
5550-0483-534-4U	Whelen C-Series model C6L Super LED lower level warning light package. Includes (10) light heads with bezels. Color: Red with red lenses. Locate side facing lights: at forward most position, centered in rear wheel well, and on side of beavertail.	1	
WARNING LIGHTS			
5600-0078-479-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location rear upper body on aerial style brackets.	1	
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
SIRENS			
5500-0015	Whelen model 295SLSA1 siren with microphone (replaced 295HFSA1).	1	
5500-0024-170	The primary electronic siren control is to be located center overhead.	1	
SPEAKERS			
5510-0049-209	Whelen SP123BMC electronic siren speaker recessed in front bumper. Location: driver side front bumper.	1	
DOT LIGHTING			
5150-0007	Whelen 600 series LED vertical mount tail lights. Includes LED stop/tail, arrow turn and halogen back-up lights with vertical Cast 3 housing and weatherproof connectors.	1	
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0025	Marker light LED body/cab package. E-One custom cab and pumper or tanker body only.	1	

Salescode	Extended Description	Qty	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0011	Compartment light package LED for small bodies.	1	
5380-0032	Ground light package LED - large.	1	
LIGHTS - DECK AND SCENE			
5390-0003	Hose bed light Truck-Lite. Locate at the front area of the hose bed. Switched with work light switch in cab.	1	
5390-0022	Crosslay light Truck-Lite. Locate to rear of crosslay (SM) and forward of crosslay (TM as applicable). Switched with work light switch in cab.	1	
5390-0024-395	Deck Light - Truck-Lite (PR). Location: rear body/beavertail area on the trailing edge up high.	1	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
5400-0010	Incandescent pump compartment light (EA).	1	
5400-0259	TecNiq model E10 pump panel LED light package with (3) lights per side pump panel. Pump panels over 45" may require additional lights. Side mount only.	1	
CONTROLS / SWITCHES			
5100-0000-198	Foot switch to control air horns located driver's side.	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
HOSE / NOZZLES			
7700-0053	PVC suction hose 6" X 10'. LIGHTWEIGHT SUCTION ONLY HOSE	2	
GROUND LADDERS			
7800-0007	Alco-Lite PRL-14' roof ladder.	1	
7800-0016	Alco-Lite PEL-24' 2-section extension ladder.	1	
7800-0032	Alco-Lite FL-10, 10' folding ladder w/safety shoes.	1	
MISC LOOSE EQUIPMENT			
7600-0016	Wheel chocks 44" NFPA compliant, pair (PR) of Zico SAC-44. Up to 44" diameter tires. Includes mounting brackets.	1	
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0089	All applicable pump/pre-connect application modules are to have a sanded finish	1	

Salescode	Extended Description	Qty	
EXTERIOR PAINT			
	(not painted job color). Includes upper and lower pump modules, crosswalk module and/or speedlay/pre-connect module (as applicable). Rear mounted body/pump module to be painted job color.		
8100-0116	Rear body surface to have a sanded finish (not painted job color). Includes hinged doors that do not have discrete sales codes and removable panels.	1	
8100-0176-000-17	Paint E-ONE chassis cab - Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0182-000-17	Paint Body - Small - For Pumpers, Rear Mounts, S/A Tankers/Wetsides and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0186-000-39	Paint exterior surface of outer steel wheels. Sikkens paint. Color: Job Color.	1	
INTERIOR PAINT			
8150-0011	The interior of the cab to be painted Zolatone gray.	1	
STRIPING			
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	
8300-0330	Single NFPA Scotchlite Stripe - upto 6" wide and straight on cab and the body. Size, color and location as specified by the customer.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
WARRANTY / STANDARD			
9100-0003	Lifetime Frame Stuctural Warranty.	1	
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0005	10 Year Stainless Steel Plumbing Warranty - Statement of Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
9100-0039	1 year full warranty.	1	
9100-0090	25 Year frame rail corrosion warranty. Includes liners (if equipped).	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0016	Approval Drawings-Standard.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	

Salescode	Extended Description	Qty	
Dealer Supplied Equipment			

ITEM #8

Pumper

Cyclone II



Fire Apparatus Quotation for:
BUYBOARD COOPERATIVE PURCHASING
CII Pumper
Item #8



Quotation Number: 72739 Rev: 13

Unit Description: PMPR-CYC2

Quote Description: Pumper, Cyclone II

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
3090-0007	Hosebed hoseload allowance on the apparatus shall be 1200 lbs.	1	
3340-1137-12B	Equipment allowance on the apparatus shall be 2000 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
BUMPERS			
1160-0000	Bumper 10" stainless steel.	1	
1160-0008	3/16" Front Bumper Gravel Shield.	1	
1160-0012	12" Front Bumper Gravel Shield Extension.	1	
1160-0020	License plate holder mounted center of front bumper.	1	
FRAME ASSEMBLY			
1250-0080	Frame assembly with 10.25 x 3.5 x .375 powder coated galvanized rails.	1	
1250-0092	GEOMET coated frame assembly fasteners.	1	
AXLE OPTIONS			
1025-0016	Meritor RS-24-160 single rear axle 24,000 lb. capacity.	1	
1025-0029	Front shock absorbers.	1	
1025-0174	Meritor FL941 front axle 18,000 lb.	1	
SUSPENSIONS			
1070-0001	Rear suspension springs rated equal to the capacity of the axle.	1	

Salescode	Extended Description	Qty	
WHEEL OPTIONS			
1050-0000	Steel wheels for front axle (2).	1	
1050-0002	Steel wheels for rear axle (4).	1	
TIRE OPTIONS			
1060-0001	Two Michelin 315 tires model XZA-1 for front axle.	1	
1060-0015	Four Michelin 11R rear tires with XDN2 all weather tread.	1	
1060-0117	RWC AirGuard LED tire pressure monitoring valve stem caps (6) for single rear axle applications.	1	
BRAKE SYSTEMS			
1100-0000	16-1/2" x 6" S-cam brakes with ArvinMeritor automatic slack adjusters for front axle.	1	
1100-0002	ArvinMeritor 16-1/2" x 7" S-cam brakes with cast brake drums for a single rear axle.	1	
1100-0005	Brake system air 4X2/4X4.	1	
1100-0006	Parking brake release mounted on the driver's side lower dash.	1	
AIR SYSTEM OPTIONS			
1110-0000-001	Inlet for air system. Location: driver door jamb.	1	
1110-0002	Air dryer Bendix AD-9.	1	
1110-0006	Air lines nylon.	1	
1110-0026	Air horns recessed in bumper (PR).	1	
ENGINES & TRANSMISSIONS			
1200-0017	Push-button transmission shift selector.	1	
1200-0020	TransSynd synthetic transmission fluid for EVS3000.	1	
1200-0097	Electronic limiting of speed to 68 MPH maximum. Note: Max speed may be set at 65 MPH due to tire rating.	1	
1200-0340	Eng/Trans Cummins L9 400HP/EVS3000 2017 EPA compliant engine.	1	
SECONDARY BRAKING			
1125-0002	Jacobs engine compression brake.	1	
1125-0023	Transmission to seek second gear when Jacobs engine brake or Telma retarder is engaged. N/A with Trans retarder.	1	
COOLING PACKAGE			
1800-0013	Cooling system for use with Cyclone II X, Typhoon X, and Quest chassis. For use	1	

Salescode	Extended Description	Qty	
COOLING PACKAGE			
	with 2010 - 2017 EPA engines. Includes coolant recovery system.		
FUEL SYSTEMS			
1350-0003	Fuel system 50 gallon.	1	
1350-0022	Fuel line hose rubber.	1	
ALTERNATOR			
1700-0003	Alternator Leece Neville 270 amp SAE, 240 amp NFPA rating.	1	
BATTERIES			
1400-0002	Battery four group 31 1000 CCA.	1	
CHASSIS OPTIONS			
1680-0005	Thermatic fan clutch.	1	
1680-0006	Drivelines 1710.	1	
1680-0008	Tow eyes front painted below bumper/cab (PR).	1	
1680-0011	Tow eyes rear below body, painted.	1	
1680-0250-M58	Diesel Exhaust Fluid (DEF) 5 gallon tank for 2013 / 2016 EPA engines. Location: left side below rear of cab.	1	
1680-0284	Radiator mounted power steering cooler.	1	
CAB MODEL			
1520-0010	Cyclone II X long cab with 67.5" CA	1	
CAB ROOF TYPE			
1615-0010	Cab roof to be "flat" (non-vista).	1	
CAB BADGE PACKAGE			
1610-0000	Cab and body to have applicable E-ONE logos.	1	
CAB DOOR OPTIONS			
1550-0003	Rear crew cab doors in the medium position.	1	
1550-0005	Driver and officer cab door windows. Include forward vent windows.	1	
1550-0011	Rear crew cab door windows. Includes manual roll-down actuation. Not available on Typhoon or CII with paddle style door latching.	1	
1550-0016	Cab door panels ABS.	1	
1550-0025	All cab doors shall have "L" style exterior latches.	1	

Salescode	Extended Description	Qty	
CAB DOOR OPTIONS			
1550-0027	Front cab door windows to have manual actuation.	1	
1550-0038-659	(4) LED cab step area lighting. Locate each light on each cab door in the inboard position. Lights to be switched with door ajar.	1	
1550-0044	All cab door kick plates to be made from diamond plate aluminum.	1	
1550-0059-000-G6	Reflective Red/Lemon Yellow printed striping positioned in the "A" formation located on the cab door panels.	1	
1550-0077	Interior cab door locks - manual. Will have manual actuation from each respective door. Includes barrel style key lock on each exterior cab door.	1	
1550-0083	All cab exterior access doors to have CH751 keyed locks.	1	
MIRRORS			
1670-0003	Velvac 2010 mirrors. Door mounted west coast style with remote control and heat.	1	
MISC EXTERIOR CAB OPTIONS			
1550-0020	Windows cab side fixed driver's side.	1	
1550-0033	Windows cab side fixed officer's side.	1	
1675-0022	Pair of 18" handrails located just behind driver and officer front door one each side.	1	
1675-0023	Pair of 18" handrails located just behind driver and officer rear door (ALS doors if equipped) one each side.	1	
1675-0030	Mud flaps, front, black with E-ONE logo.	1	
1675-0046	Rear cab wall to be smooth 3/16" aluminum plate. Cab wall to be finish painted to match the cab paint scheme.	1	
1675-0202	Mounting plate for battery charger receptacle, indicator, air inlet, etc (if applicable). Plate to be removable brushed stainless steel.	1	
HVAC			
1515-0017	Air conditioning for the Typhoon X, CII X and Quest with Cummins ISC/ISL engine and radiator mounted condenser.	1	
1515-0053	Controls for heating and air conditioning shall be located in the center dash area. (Lower area on Typhoon and CII with severe duty dash)	1	
SEATS			
1510-0003	Seats, Inc. brand 911 cab seats.	1	
1510-0007	Seat cover material vinyl.	1	
1510-0008	Seat color gray.	1	

Salescode	Extended Description	Qty	
SEATS			
1510-0035-147	Universal air pack bottle bracket (EA). Location: officer's seat.	1	
1510-0035-148	Universal air pack bottle bracket (EA). Location: rear facing driver's side.	1	
1510-0035-151	Universal air pack bottle bracket (EA). Location: inboard driver's side rear wall.	1	
1510-0035-152	Universal air pack bottle bracket (EA). Location: inboard officer's side rear wall.	1	
1510-0035-215	Universal air pack bottle bracket (EA). Location: rear facing officer's side.	1	
1510-0038	Driver seat 911 air ride.	1	
1510-0042	Officer seat to be 911 fixed SCBA.	1	
1510-0050	Rear facing 911 seat with SCBA driver's side.	1	
1510-0053	Rear facing 911 seat with SCBA officer's side.	1	
1510-0062	Two man bench centered on rear wall with 911 SCBA backs. Includes angled corners.	1	
1685-0033	Seating capacity tag of six occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0000	Cab interior gray. Does not include engine cover or seat color.	1	
1685-0006	Padded sun visors, driver and officer's side overhead.	1	
1685-0168	ABS Dash package. Includes center and officer side dash, lower kick panels and "A" post covers.	1	
1685-0187	Severe duty engine cover, molded polyurethane.	1	
1685-0496	ABS overhead console. Includes front full width overhead, air conditioning plenum and rear facing blower.	1	
1685-0532	Stepped profile rear engine cover.	1	
CAB ELECTRICAL OPTIONS			
1750-0013-172	Turn signal Whelen 600 LED amber arrow pair located upper headlight bezel.	1	
1750-0024-179-04	Auto-Eject receptacle inlet 20 amp located outside driver's door next to handrail with a Yellow cover.	1	
1750-0046-195	Cab Headlights. Position: lower.	1	
1750-0072-592	12 VDC (or 24VDC) electrical outlet wired battery hot. Location: driver side dash.	1	
1750-0075	English dominant main cab gauge cluster.	1	
1750-0158	Dome Lts Red/White LED. Package includes two lights mounted in the front and two mounted in the rear of the cab. White light wired through door and light assembly switch. Red light through light assembly switch.	1	
1750-0198-A31	Battery charger to be located behind driver's seat.	1	

Salescode	Extended Description	Qty	
CAB ELECTRICAL OPTIONS			
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	
1750-0435	Halogen cab headlights. TyphoonX, CIIX and QST2 only.	1	
1750-0449	Momentary DPF regeneration override switch.	1	
BODY COMPT LEFT SIDE			
3100-0093	Driver side body with full height 24" wide forward and 36" wide rearward compartmentation. Includes (1) 56" wide compartment over the wheel well.	1	
BODY COMPT RIGHT SIDE			
3120-0000	Officer half side body with 24" wide forward and 36" wide rearward compartmentation. Includes adjustable ladder tracks.	1	
BODY COMPT REAR			
3110-0005	Full Height Rear Compartment. Includes smooth plate panels.	1	
3110-0034	Upper rear compartment depth to be shallow.	1	
3340-0080	Bolt-on diamond plate 18" tailboard (full width of body). Includes (2) squared off beavertails (no stanchions) with removable outer panels and handrails- (2) vertical on trailing edge of body and horizontal mounted handrail(s) below hosebed.	1	
DOORS			
3300-0007-003	Door single vertical hinged painted. Location(s): L1	1	
3300-0007-015	Door single vertical hinged painted. Location(s): R1	1	
3300-0011-004	Door single horizontal hinged lift-up box pan configuration painted. Location(s): L2	1	
3300-0289-016	Door double vertical hinged w/rotary latches - painted . Location(s): R2 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0292-005	Door double 3-point vertical hinged w/rotary latches - painted. Location(s): L3. Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0294-027	Door double 3-point vertical hinged w/rotary latches - smooth plate sanded. Location(s): B1. Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
COVERS			
3305-0007-000-13	Vinyl Black hose bed cover with attached rear flap(s).	1	
3305-0008-000-13	Vinyl Black crosslay cover with attached side flaps.	1	

Salescode	Extended Description	Qty	
PUMP MODULE			
3130-0167	Pump module to be 76" wide (side to side). Includes upper, lower, crosswalk, speedlay and tranverse module(s) if applicable.	1	
3130-0523	Side mount pump module. Extruded aluminum with runningboards.	1	
3130-0532	Pump panel opening is 39" wide. Pumper / tanker only.	1	
3130-0539	Pump module height is 75". Pumper / tanker only.	1	
PUMP PANELS			
3134-0016	Stainless steel driver and officer side pump panels.	1	
3134-0055	Officer side upper pump access panel to be horizontal hinged with stainless steel door. Includes (2) push button latches and (2) hold open devices.	1	
MISC PUMP PANEL OPTIONS			
4460-0003	Pump panel tags color coded per NFPA compliance.	1	
PUMP MODULE OPTIONS			
3136-0058	E-ONE logo mounted one each side on pump module/preconnect panels. Logos to be sized as applicable to available space on panels.	1	
3136-0138	Pump module storage pan.	1	
3136-0139	Crosslay double 7.5" wide each to hold up to 200' of 2.0" DJ hose (each).	1	
WATER TANK			
4010-0099	Fill tower(s) to be located offset to officer side of water tank.	1	
4010-0176	780 Gallon "T" Water Tank. UPF Poly III color fill towers. Note: Any foam cell(s) and/or storage options through the tank will reduce the overall water capacity.	1	
TANK PLUMBING			
4450-0010	2" tank fill Akron manual valve.	1	
4450-0119	3" tank to pump Akron manual valve w/4" tank connection.	1	
LADDER STORAGE / RACKS			
3365-0049	Brand of ladders capable of being carried on unit to be Alco-Lite.	1	
3365-0087-C57	The length of ladders capable of being stored shall be the following: 24' 2-section and 14' roof ladder.	1	
HANDRAILS / STEPS			
3330-0277	Innovative Controls dual lighted LED folding steps rear NFPA. Includes folding steps on driver side rear of the body. (staggered stepped as applicable with tailboard depth) for NFPA hosebed access and handrail mounted on driver side	1	

Salescode	Extended Description	Qty	
HANDRAILS / STEPS			
	upper hosebed side (as applicable).		
MISC BODY OPTIONS			
3340-0004	Hosebed above the booster tank. Includes forward hosebed and tower(s) cover plate work (as applicable). Hosebed adjustable divider extrusion rearward of the furthest tower is to run full width of the hosebed (as is practical with other hosebed mounted equipment).	1	
3340-0015	Diamond plate single axle wheel well. Includes bolt-on composite wheel well liners and aluminum trim fenderettes.	1	
3340-0035	Divider Long. To run full length of hose bed (front to rear).	1	
3340-0058	Recessed fuel fill driver side wheel well.	1	
3340-0074	Body mainframe and hosebed side assemblies for a 85" high body.	1	
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
3340-0110	The rear of each hose bed divider to have a hand hold cut-out(s).	1	
3340-0145	Rub rail for the body and pump area module(s).	1	
3340-0681	Body mainframe layout line to be 24". Includes body and all applicable modules.	1	
PUMPS			
4005-0031	Rating 1500 GPM.	1	
4005-0196	Hale QMAX 1000-2250 GPM single stage pump. Requires primer option.	1	
PUMP CERTIFICATION			
4475-0000	Pump certification 750-2250 GPM	1	
PUMP OPTIONS			
4015-0038	Pump seal packing for Hale pump.	1	
4015-0053-198	Steamers to be Flush + 1". Location: driver's side.	1	
4015-0053-199	Steamers to be Flush + 1". Location: officer's side.	1	
4015-0098	Manual operated master pump drain. The master drain shall be clearly marked and placed in accessible location on pump panel.	1	
4015-0210	Pump cooler with Innovative Control 1/4 turn valve with "T" handle and label.	1	
4015-0238	Hale electric primer (oil-less).	1	
INTAKES			
4440-0005	2.5" Left Intake Akron Manual Valve.	1	
INTAKE OPTIONS			

Salescode	Extended Description	Qty	
INTAKE OPTIONS			
4445-0009	Intake relief valve, Akron.	1	
DISCHARGES AND PRECONNECTS			
4415-0012-654	1.5" Crosslay with Akron manual valve. Location: crosslay 1 & 2.	2	
4415-0014-581	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 1.	1	
4415-0014-582	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 2.	1	
4415-0016-583	2.5" Right Pump Panel Discharge Akron Manual Valve. Location: right side discharge 1.	1	
4415-0016-584	2.5" Right Pump Panel Discharge Akron Manual Valve. Location: right side discharge 2.	1	
4415-0022-350	2.5" Left Rear Discharge Akron Manual Valve. Location: left rear discharge.	1	
4415-0041	3" Deck Gun Discharge, Akron manual valve. (outlet shall terminate with MNPT threads unless extend gun is install)	1	
4417-0106-L65	Deck gun piping to be positioned centered in deck gun channel.	1	
DISCHARGE OPTIONS			
4417-0175	Innovative Controls push/pull valve controls with locking T handles.	1	
4417-0176	Innovative Controls 3/4" bleeder/drain valve include lift lever with ergonomic grip.	8	
4417-0185	Innovative Controls discharge and intake bezels with integral color code and verbiage for side mount pump panel.	1	
4417-0246	Dealer installed monitor, make and model as specified.	1	
PRESSURE GOVERNORS			
4465-0011	Class 1 TPG pressure governor. Includes, water, oil, volt and tachometer.	1	
GAUGES			
4435-0083	Innovative Controls 10 LED SL series water tank level gauge. On pump panel.	1	
4435-0246	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel.	8	
4435-0247	4" Innovative Controls stainless steel case master pressure gauges with bezel. Intake 30-0-400, and discharge 0-400.	1	
ELECTRICAL SYSTEMS			
5010-0036	V-MUX Electrical system for pumper / tanker / rescue.	1	
5010-0049	Vehicle data recorder - 2009 / 2016 NFPA compliant. Includes occupant detection	1	

Salescode	Extended Description	Qty	
ELECTRICAL SYSTEMS			
	shown in multiplex display. E-ONE chassis only.		
5010-0055-649	Vista IV display for V-MUX electrical system. Location: driver's side engine cover.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0504	Whelen MKEZ7 1.5" standard mount for front light bar (PR).	1	
5300-0506-000-4T	Front light bar LED color: Red with clear lenses (If applicable, includes side facing when colors are the same.)	1	
5300-0511	Light bar Whelen Freedom IV Model F4X7 72" with 8 LED modules. Location: Centered on the front cab roof.	1	
WARNING LIGHT PACKAGES			
5550-0483-534-4U	Whelen C-Series model C6L Super LED lower level warning light package. Includes (10) light heads with bezels. Color: Red with red lenses. Locate side facing lights: at forward most position, centered in rear wheel well, and on side of beavertail.	1	
WARNING LIGHTS			
5600-0078-479-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location rear upper body on aerial style brackets.	1	
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
SIRENS			
5500-0015	Whelen model 295SLSA1 siren with microphone (replaced 295HFSA1).	1	
5500-0024-170	The primary electronic siren control is to be located center overhead.	1	
SPEAKERS			
5510-0049-209	Whelen SP123BMC electronic siren speaker recessed in front bumper. Location: driver side front bumper.	1	
DOT LIGHTING			
5150-0007	Whelen 600 series LED vertical mount tail lights. Includes LED stop/tail, arrow turn and halogen back-up lights with vertical Cast 3 housing and weatherproof connectors.	1	
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0025	Marker light LED body/cab package. E-One custom cab and pumper or tanker body only.	1	

Salescode	Extended Description	Qty	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0011	Compartment light package LED for small bodies.	1	
5380-0032	Ground light package LED - large.	1	
LIGHTS - DECK AND SCENE			
5390-0003	Hose bed light Truck-Lite. Locate at the front area of the hose bed. Switched with work light switch in cab.	1	
5390-0022	Crosslay light Truck-Lite. Locate to rear of crosslay (SM) and forward of crosslay (TM as applicable). Switched with work light switch in cab.	1	
5390-0024-395	Deck Light - Truck-Lite (PR). Location: rear body/beavertail area on the trailing edge up high.	1	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
5400-0010	Incandescent pump compartment light (EA).	1	
5400-0259	TecNiq model E10 pump panel LED light package with (3) lights per side pump panel. Pump panels over 45" may require additional lights. Side mount only.	1	
CONTROLS / SWITCHES			
5100-0000-198	Foot switch to control air horns located driver's side.	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
HOSE / NOZZLES			
7700-0053	PVC suction hose 6" X 10'. LIGHTWEIGHT SUCTION ONLY HOSE	2	
GROUND LADDERS			
7800-0007	Alco-Lite PRL-14' roof ladder.	1	
7800-0016	Alco-Lite PEL-24' 2-section extension ladder.	1	
7800-0032	Alco-Lite FL-10, 10' folding ladder w/safety shoes.	1	
MISC LOOSE EQUIPMENT			
7600-0016	Wheel chocks 44" NFPA compliant, pair (PR) of Zico SAC-44. Up to 44" diameter tires. Includes mounting brackets.	1	
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0089	All applicable pump/pre-connect application modules are to have a sanded finish	1	

Salescode	Extended Description	Qty	
EXTERIOR PAINT			
	(not painted job color). Includes upper and lower pump modules, crosswalk module and/or speedlay/pre-connect module (as applicable). Rear mounted body/pump module to be painted job color.		
8100-0116	Rear body surface to have a sanded finish (not painted job color). Includes hinged doors that do not have discrete sales codes and removable panels.	1	
8100-0176-000-17	Paint E-ONE chassis cab - Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0182-000-17	Paint Body - Small - For Pumpers, Rear Mounts, S/A Tankers/Wetsides and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0186-000-39	Paint exterior surface of outer steel wheels. Sikkens paint. Color: Job Color.	1	
INTERIOR PAINT			
8150-0011	The interior of the cab to be painted Zolatone gray.	1	
STRIPING			
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	
8300-0330	Single NFPA Scotchlite Stripe - upto 6" wide and straight on cab and the body. Size, color and location as specified by the customer.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
WARRANTY / STANDARD			
9100-0003	Lifetime Frame Stuctural Warranty.	1	
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0005	10 Year Stainless Steel Plumbing Warranty - Statement of Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
9100-0039	1 year full warranty.	1	
9100-0090	25 Year frame rail corrosion warranty. Includes liners (if equipped).	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0016	Approval Drawings-Standard.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	

Salescode	Extended Description	Qty	
Dealer Supplied Equipment			

ITEM #9

Rescue Pumper

Typhoon



Fire Apparatus Quotation for:
BUYBOARD COOPERATIVE PURCHASING
Typhoon Rescue Pumper
Item #9



Quotation Number: 72740 Rev: 17

Unit Description: PMPR-TYPH

Quote Description: Pumper, Typhoon

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
3090-0007	Hosebed hoseload allowance on the apparatus shall be 1200 lbs.	1	
3340-1137-12C	Equipment allowance on the apparatus shall be 2500 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
BUMPERS			
1160-0000	Bumper 10" stainless steel.	1	
1160-0008	3/16" Front Bumper Gravel Shield.	1	
1160-0012	12" Front Bumper Gravel Shield Extension.	1	
FRAME ASSEMBLY			
1250-0011	Rear underbody support frame.	1	
1250-0080	Frame assembly with 10.25 x 3.5 x .375 powder coated galvanized rails.	1	
1250-0092	GEOMET coated frame assembly fasteners.	1	
AXLE OPTIONS			
1025-0017	Meritor RS-25-160 single rear axle 27,000 lb. capacity.	1	
1025-0029	Front shock absorbers.	1	
1025-0174	Meritor FL941 front axle 18,000 lb.	1	
SUSPENSIONS			
1070-0001	Rear suspension springs rated equal to the capacity of the axle.	1	

Salescode	Extended Description	Qty	
WHEEL OPTIONS			
1050-0000	Steel wheels for front axle (2).	1	
1050-0002	Steel wheels for rear axle (4).	1	
1050-0007	Front axle wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center cap with E-ONE logo. Note: Center cap will have an inspection port IPO a logo if equipped with Stemco oil seals.	1	
1050-0008	Rear axle (single) wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center cap with E-ONE logo. E-ONE custom chassis w/steel wheels will have chrome plated plastic lug covers.	1	
TIRE OPTIONS			
1060-0001	Two Michelin 315 tires model XZA-1 for front axle.	1	
1060-0016	Four Michelin 12R rear tires with XDN2 all weather tread.	1	
1060-0117	RWC AirGuard LED tire pressure monitoring valve stem caps (6) for single rear axle applications.	1	
BRAKE SYSTEMS			
1100-0000	16-1/2" x 6" S-cam brakes with ArvinMeritor automatic slack adjusters for front axle.	1	
1100-0002	ArvinMeritor 16-1/2" x 7" S-cam brakes with cast brake drums for a single rear axle.	1	
1100-0005	Brake system air 4X2/4X4.	1	
1100-0006	Parking brake release mounted on the driver's side lower dash.	1	
AIR SYSTEM OPTIONS			
1110-0000-001	Inlet for air system. Location: driver door jamb.	1	
1110-0002	Air dryer Bendix AD-9.	1	
1110-0006	Air lines nylon.	1	
1110-0026	Air horns recessed in bumper (PR).	1	
ENGINES & TRANSMISSIONS			
1200-0017	Push-button transmission shift selector.	1	
1200-0020	TransSynd synthetic transmission fluid for EVS3000.	1	
1200-0097	Electronic limiting of speed to 68 MPH maximum. Note: Max speed may be set at 65 MPH due to tire rating.	1	
1200-0337	Eng/Trans Cummins L9 330HP/EVS3000 2017 EPA compliant engine.	1	
SECONDARY BRAKING			

Salescode	Extended Description	Qty	
SECONDARY BRAKING			
1125-0002	Jacobs engine compression brake.	1	
1125-0023	Transmission to seek second gear when Jacobs engine brake or Telma retarder is engaged. N/A with Trans retarder.	1	
COOLING PACKAGE			
1800-0013	Cooling system for use with Cyclone II X, Typhoon X, and Quest chassis. For use with 2010 - 2017 EPA engines. Includes coolant recovery system.	1	
FUEL SYSTEMS			
1350-0003	Fuel system 50 gallon.	1	
1350-0022	Fuel line hose rubber.	1	
ALTERNATOR			
1700-0003	Alternator Leece Neville 270 amp SAE, 240 amp NFPA rating.	1	
BATTERIES			
1400-0002	Battery four group 31 1000 CCA.	1	
CHASSIS OPTIONS			
1680-0005	Thermatic fan clutch.	1	
1680-0006	Drivelines 1710.	1	
1680-0008	Tow eyes front painted below bumper/cab (PR).	1	
1680-0011	Tow eyes rear below body, painted.	1	
1680-0250-M58	Diesel Exhaust Fluid (DEF) 5 gallon tank for 2013 / 2016 EPA engines. Location: left side below rear of cab.	1	
1680-0284	Radiator mounted power steering cooler.	1	
CAB MODEL			
1520-0013	Typhoon X medium cab with 58" CA	1	
CAB ROOF TYPE			
1615-0010	Cab roof to be "flat" (non-vista).	1	
CAB BADGE PACKAGE			
1610-0000	Cab and body to have applicable E-ONE logos.	1	
GRILLE			
1620-0004	ABS chrome plated grille.	1	

Salescode	Extended Description	Qty	
CAB DOOR OPTIONS			
1550-0003	Rear crew cab doors in the medium position.	1	
1550-0005	Driver and officer cab door windows. Include forward vent windows.	1	
1550-0011	Rear crew cab door windows. Includes manual roll-down actuation. Not available on Typhoon or CII with paddle style door latching.	1	
1550-0016	Cab door panels ABS.	1	
1550-0025	All cab doors shall have "L" style exterior latches.	1	
1550-0027	Front cab door windows to have manual actuation.	1	
1550-0038-659	(4) LED cab step area lighting. Locate each light on each cab door in the inboard position. Lights to be switched with door ajar.	1	
1550-0044	All cab door kick plates to be made from diamond plate aluminum.	1	
1550-0059-000-G6	Reflective Red/Lemon Yellow printed striping positioned in the "A" formation located on the cab door panels.	1	
1550-0077	Interior cab door locks - manual. Will have manual actuation from each respective door. Includes barrel style key lock on each exterior cab door.	1	
1550-0083	All cab exterior access doors to have CH751 keyed locks.	1	
MIRRORS			
1670-0003	Velvac 2010 mirrors. Door mounted west coast style with remote control and heat.	1	
MISC EXTERIOR CAB OPTIONS			
1550-0020	Windows cab side fixed driver's side.	1	
1550-0033	Windows cab side fixed officer's side.	1	
1675-0022	Pair of 18" handrails located just behind driver and officer front door one each side.	1	
1675-0023	Pair of 18" handrails located just behind driver and officer rear door (ALS doors if equipped) one each side.	1	
1675-0030	Mud flaps, front, black with E-ONE logo.	1	
1675-0047	Rear cab wall to be 3/16" aluminum diamond plate.	1	
1675-0202	Mounting plate for battery charger receptacle, indicator, air inlet, etc (if applicable). Plate to be removable brushed stainless steel.	1	
HVAC			
1515-0017	Air conditioning for the Typhoon X, CII X and Quest with Cummins ISC/ISL engine and radiator mounted condenser.	1	
1515-0048	Controls for heating and air conditioning shall be located in the driver side lower dash area. For use without front air bags only.	1	

Salescode	Extended Description	Qty	
SEATS			
1510-0003	Seats, Inc. brand 911 cab seats.	1	
1510-0007	Seat cover material vinyl.	1	
1510-0008	Seat color gray.	1	
1510-0038	Driver seat 911 air ride.	1	
1510-0042	Officer seat to be 911 fixed SCBA.	1	
1510-0050	Rear facing 911 seat with SCBA driver's side.	1	
1510-0053	Rear facing 911 seat with SCBA officer's side.	1	
1685-0031	Seating capacity tag of four occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0000	Cab interior gray. Does not include engine cover or seat color.	1	
1685-0006	Padded sun visors, driver and officer's side overhead.	1	
1685-0168	ABS Dash package. Includes center and officer side dash, lower kick panels and "A" post covers.	1	
1685-0187	Severe duty engine cover, molded polyurethane.	1	
1685-0496	ABS overhead console. Includes front full width overhead, air conditioning plenum and rear facing blower.	1	
1685-0532	Stepped profile rear engine cover.	1	
CAB ELECTRICAL OPTIONS			
1750-0013-172	Turn signal Whelen 600 LED amber arrow pair located upper headlight bezel.	1	
1750-0046-195	Cab Headlights. Position: lower.	1	
1750-0059-179-04	Receptacle inlet 20 amp with a Yellow cover. Location: outside driver's door next to handrail.	1	
1750-0072-592	12 VDC (or 24VDC) electrical outlet wired battery hot. Location: driver side dash.	1	
1750-0075	English dominant main cab gauge cluster.	1	
1750-0158	Dome Lts Red/White LED. Package includes two lights mounted in the front and two mounted in the rear of the cab. White light wired through door and light assembly switch. Red light through light assembly switch.	1	
1750-0198-A31	Battery charger to be located behind driver's seat.	1	
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	
1750-0435	Halogen cab headlights. TyphoonX, CIIX and QST2 only.	1	
1750-0449	Momentary DPF regeneration override switch.	1	

Salescode	Extended Description	Qty	
BODY COMPT LEFT SIDE			
3100-0153	Driver side body with full height 42" wide forward and 56" wide rearward enhanced extended compartmentation. Includes (1) 56" wide compartment over the wheel well.	1	
BODY COMPT RIGHT SIDE			
3120-0283	Officer side body with full height 42" wide forward and 56" wide rearward enhanced extended compartmentation. Includes (1) 56" wide compartment over the wheel well and one (1) storage tunnel.	1	
BODY COMPT REAR			
3110-0013	Full Height Rear Compartment with Officer Side Storage Tunnel. Includes smooth plate panels and storage access door with push button latch.	1	
3110-0052	Bolt-on diamond plate tailboard (full width of rear compartment). Includes the enhanced extended side compartment frame work and handrails- (2) vertical on trailing edge of body and horizontal mounted handrail(s) below hosebed.	1	
3110-0092	Enhanced Extended Compartmentation stepped down below hosebed level. Includes embossed diamond plate compartment tops.	1	
DOORS			
3300-0017-004	Door roll up short (up to 45") with satin finish ROM. Location(s): L2.	1	
3300-0017-016	Door roll up short (up to 45") with satin finish ROM. Location(s): R2.	1	
3300-0019-003	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L1.	1	
3300-0019-005	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L3.	1	
3300-0019-015	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R1.	1	
3300-0019-017	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R3.	1	
3300-0019-027	Door roll up tall (greater than 45") with satin finish ROM. Location(s): B1.	1	
COVERS			
3305-0007-000-13	Vinyl Black hose bed cover with attached rear flap(s).	1	
3305-0008-000-13	Vinyl Black crosslay cover with attached side flaps.	1	
PUMP MODULE			
3130-0167	Pump module to be 76" wide (side to side). Includes upper, lower, crosswalk, speedlay and tranverse module(s) if applicable.	1	
3130-0523	Side mount pump module. Extruded aluminum with runningboards.	1	
3130-0532	Pump panel opening is 39" wide. Pumper / tanker only.	1	
3130-0539	Pump module height is 75". Pumper / tanker only.	1	

Salescode	Extended Description	Qty	
PUMP PANELS			
3134-0016	Stainless steel driver and officer side pump panels.	1	
3134-0055	Officer side upper pump access panel to be horizontal hinged with stainless steel door. Includes (2) push button latches and (2) hold open devices.	1	
MISC PUMP PANEL OPTIONS			
4460-0003	Pump panel tags color coded per NFPA compliance.	1	
PUMP MODULE OPTIONS			
3136-0058	E-ONE logo mounted one each side on pump module/preconnect panels. Logos to be sized as applicable to available space on panels.	1	
3136-0138	Pump module storage pan.	1	
3136-0139	Crosslay double 7.5" wide each to hold up to 200' of 2.0" DJ hose (each).	1	
WATER TANK			
4010-0099	Fill tower(s) to be located offset to officer side of water tank.	1	
4010-0179	1030 Gallon "R" Water Tank. UPF Poly III color fill towers. Note: Any foam cell(s) and/or storage options through the tank will reduce the overall water capacity.	1	
TANK PLUMBING			
4450-0010	2" tank fill Akron manual valve.	1	
4450-0119	3" tank to pump Akron manual valve w/4" tank connection.	1	
LADDER STORAGE / RACKS			
3365-0049	Brand of ladders capable of being carried on unit to be Alco-Lite.	1	
3365-0087-Z71	The length of ladders capable of being stored shall be the following: 24' 2-section, 14' roof ladder and 10' attic ladder w/shoes.	1	
3365-0149-O97	Storage tunnel capable of holding: (1) 2-section, (1) roof, (1) attic, (2) pike poles, (1) backboard in Officer.	1	
HANDRAILS / STEPS			
3330-0277	Innovative Controls dual lighted LED folding steps rear NFPA. Includes folding steps on driver side rear of the body. (staggered stepped as applicable with tailboard depth) for NFPA hosebed access and handrail mounted on driver side upper hosebed side (as applicable).	1	
MISC BODY OPTIONS			
3340-0004	Hosebed above the booster tank. Includes forward hosebed and tower(s) cover plate work (as applicable). Hosebed adjustable divider extrusion rearward of the furthest tower is to run full width of the hosebed (as is practical with other	1	

Salescode	Extended Description	Qty	
MISC BODY OPTIONS			
	hosebed mounted equipment).		
3340-0015	Diamond plate single axle wheel well. Includes bolt-on composite wheel well liners and aluminum trim fenderettes.	1	
3340-0035	Divider Long. To run full length of hose bed (front to rear).	1	
3340-0058	Recessed fuel fill driver side wheel well.	1	
3340-0075	Body mainframe and hosebed side assemblies for a 90" high body.	1	
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
3340-0110	The rear of each hose bed divider to have a hand hold cut-out(s).	1	
3340-0145	Rub rail for the body and pump area module(s).	1	
3340-0681	Body mainframe layout line to be 24". Includes body and all applicable modules.	1	
PUMPS			
4005-0030	Rating 1250 GPM	1	
4005-0195	Hale QFLO 750-1250 GPM pump, single stage. Requires primer option.	1	
PUMP CERTIFICATION			
4475-0000	Pump certification 750-2250 GPM	1	
PUMP OPTIONS			
4015-0029	Hale pressure relief valve.	1	
4015-0037	Engine throttle, vernier.	1	
4015-0053-198	Steamers to be Flush + 1". Location: driver's side.	1	
4015-0053-199	Steamers to be Flush + 1". Location: officer's side.	1	
4015-0098	Manual operated master pump drain. The master drain shall be clearly marked and placed in accessible location on pump panel.	1	
4015-0210	Pump cooler with Innovative Control 1/4 turn valve with "T" handle and label.	1	
4015-0238	Hale electric primer (oil-less).	1	
INTAKES			
4440-0005	2.5" Left Intake Akron Manual Valve.	1	
INTAKE OPTIONS			
4445-0009	Intake relief valve, Akron.	1	
DISCHARGES AND PRECONNECTS			
4415-0012-654	1.5" Crosslay with Akron manual valve. Location: crosslay 1 & 2.	2	

Salescode	Extended Description	Qty	
DISCHARGES AND PRECONNECTS			
4415-0014-581	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 1.	1	
4415-0014-582	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 2.	1	
4415-0016-583	2.5" Right Pump Panel Discharge Akron Manual Valve. Location: right side discharge 1.	1	
4415-0022-350	2.5" Left Rear Discharge Akron Manual Valve. Location: left rear discharge.	1	
4415-0041	3" Deck Gun Discharge, Akron manual valve. (outlet shall terminate with MNPT threads unless extend gun is install)	1	
4417-0106-L65	Deck gun piping to be positioned centered in deck gun channel.	1	
DISCHARGE OPTIONS			
4417-0175	Innovative Controls push/pull valve controls with locking T handles.	1	
4417-0176	Innovative Controls 3/4" bleeder/drain valve include lift lever with ergonomic grip.	7	
4417-0185	Innovative Controls discharge and intake bezels with integral color code and verbiage for side mount pump panel.	1	
4417-0246	Dealer installed monitor, make and model as specified.	1	
GAUGES			
4435-0069	Class 1 ENFO IV system on pump operator's panel.	1	
4435-0083	Innovative Controls 10 LED SL series water tank level gauge. On pump panel.	1	
4435-0246	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel.	7	
4435-0247	4" Innovative Controls stainless steel case master pressure gauges with bezel. Intake 30-0-400, and discharge 0-400.	1	
ELECTRICAL SYSTEMS			
5010-0036	V-MUX Electrical system for pumper / tanker / rescue.	1	
5010-0049	Vehicle data recorder - 2009 / 2016 NFPA compliant. Includes occupant detection shown in multiplex display. E-ONE chassis only.	1	
5010-0055-649	Vista IV display for V-MUX electrical system. Location: driver's side engine cover.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0504	Whelen MKEZ7 1.5" standard mount for front light bar (PR).	1	

Salescode	Extended Description	Qty	
LIGHT BARS			
5300-0506-000-4T	Front light bar LED color: Red with clear lenses (If applicable, includes side facing when colors are the same.)	1	
5300-0511	Light bar Whelen Freedom IV Model F4X7 72" with 8 LED modules. Location: Centered on the front cab roof.	1	
WARNING LIGHT PACKAGES			
5550-0484-535-4U	Whelen Super LED lower level warning light package. Includes (8) C-Series model C6L light heads and (2) ION-T Series model TLI light heads with bezels. Color: Red with red lenses. Locate side facing lights: at forward most position, centered in rear wheel well, and side facing at rear of body in rubrail if equipped. Note: ION-T Series light only available with clear lenses.	1	
WARNING LIGHTS			
5600-0078-479-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location rear upper body on aerial style brackets.	1	
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
SIRENS			
5500-0015	Whelen model 295SLSA1 siren with microphone (replaced 295HFSA1).	1	
5500-0024-170	The primary electronic siren control is to be located center overhead.	1	
SPEAKERS			
5510-0049-209	Whelen SP123BMC electronic siren speaker recessed in front bumper. Location: driver side front bumper.	1	
DOT LIGHTING			
5150-0007	Whelen 600 series LED vertical mount tail lights. Includes LED stop/tail, arrow turn and halogen back-up lights with vertical Cast 3 housing and weatherproof connectors.	1	
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0025	Marker light LED body/cab package. E-One custom cab and pumper or tanker body only.	1	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0012	Compartment light package Truck-Lite LED for medium bodies.	1	
5380-0032	Ground light package LED - large.	1	
LIGHTS - DECK AND SCENE			
5390-0003	Hose bed light Truck-Lite. Locate at the front area of the hose bed. Switched	1	

Salescode	Extended Description	Qty	
LIGHTS - DECK AND SCENE			
	with work light switch in cab.		
5390-0022	Crosslay light Truck-Lite. Locate to rear of crosslay (SM) and forward of crosslay (TM as applicable). Switched with work light switch in cab.	1	
5390-0024-395	Deck Light - Truck-Lite (PR). Location: rear body/beavertail area on the trailing edge up high.	1	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
5400-0010	Incandescent pump compartment light (EA).	1	
5400-0259	TecNiq model E10 pump panel LED light package with (3) lights per side pump panel. Pump panels over 45" may require additional lights. Side mount only.	1	
CONTROLS / SWITCHES			
5100-0000-198	Foot switch to control air horns located driver's side.	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
HOSE / NOZZLES			
7700-0053	PVC suction hose 6" X 10'. LIGHTWEIGHT SUCTION ONLY HOSE	2	
GROUND LADDERS			
7800-0007	Alco-Lite PRL-14' roof ladder.	1	
7800-0016	Alco-Lite PEL-24' 2-section extension ladder.	1	
7800-0032	Alco-Lite FL-10, 10' folding ladder w/safety shoes.	1	
MISC LOOSE EQUIPMENT			
7600-0016	Wheel chocks 44" NFPA compliant, pair (PR) of Zico SAC-44. Up to 44" diameter tires. Includes mounting brackets.	1	
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0089	All applicable pump/pre-connect application modules are to have a sanded finish (not painted job color). Includes upper and lower pump modules, crosswalk module and/or speedlay/pre-connect module (as applicable). Rear mounted body/pump module to be painted job color.	1	
8100-0116	Rear body surface to have a sanded finish (not painted job color). Includes hinged doors that do not have discrete sales codes and removable panels.	1	

Salescode	Extended Description	Qty	
EXTERIOR PAINT			
8100-0176-000-17	Paint E-ONE chassis cab - Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0182-000-17	Paint Body - Small - For Pumpers, Rear Mounts, S/A Tankers/Wetsides and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0186-000-39	Paint exterior surface of outer steel wheels. Sikkens paint. Color: Job Color.	1	
INTERIOR PAINT			
8150-0011	The interior of the cab to be painted Zolatone gray.	1	
STRIPING			
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	
8300-0330	Single NFPA Scotchlite Stripe - upto 6" wide and straight on cab and the body. Size, color and location as specified by the customer.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
WARRANTY / STANDARD			
9100-0003	Lifetime Frame Stuctural Warranty.	1	
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0005	10 Year Stainless Steel Plumbing Warranty - Statement of Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
9100-0039	1 year full warranty.	1	
9100-0090	25 Year frame rail corrosion warranty. Includes liners (if equipped).	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0016	Approval Drawings-Standard.	1	
9300-0040	As built electrical drawings.	1	
9300-0041	As built plumbing drawings.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	

Salescode	Extended Description	Qty	
Dealer Supplied Equipment			

ITEM #10

Rescue Pumper

Cyclone II



Fire Apparatus Quotation for:
BUYBOARD COOPERATIVE PURCHASING
Cyclone II Rescue Pumper
Item #10



Quotation Number: 72741 Rev: 10

Unit Description: PMPR-CYC2

Quote Description: Pumper, Cyclone II

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
3090-0007	Hosebed hoseload allowance on the apparatus shall be 1200 lbs.	1	
3340-1137-12C	Equipment allowance on the apparatus shall be 2500 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
BUMPERS			
1160-0000	Bumper 10" stainless steel.	1	
1160-0008	3/16" Front Bumper Gravel Shield.	1	
1160-0012	12" Front Bumper Gravel Shield Extension.	1	
FRAME ASSEMBLY			
1250-0011	Rear underbody support frame.	1	
1250-0080	Frame assembly with 10.25 x 3.5 x .375 powder coated galvanized rails.	1	
1250-0092	GEOMET coated frame assembly fasteners.	1	
AXLE OPTIONS			
1025-0017	Meritor RS-25-160 single rear axle 27,000 lb. capacity.	1	
1025-0029	Front shock absorbers.	1	
1025-0174	Meritor FL941 front axle 18,000 lb.	1	
SUSPENSIONS			
1070-0001	Rear suspension springs rated equal to the capacity of the axle.	1	

Salescode	Extended Description	Qty	
WHEEL OPTIONS			
1050-0000	Steel wheels for front axle (2).	1	
1050-0002	Steel wheels for rear axle (4).	1	
1050-0007	Front axle wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center cap with E-ONE logo. Note: Center cap will have an inspection port IPO a logo if equipped with Stemco oil seals.	1	
1050-0008	Rear axle (single) wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center cap with E-ONE logo. E-ONE custom chassis w/steel wheels will have chrome plated plastic lug covers.	1	
TIRE OPTIONS			
1060-0001	Two Michelin 315 tires model XZA-1 for front axle.	1	
1060-0016	Four Michelin 12R rear tires with XDN2 all weather tread.	1	
1060-0117	RWC AirGuard LED tire pressure monitoring valve stem caps (6) for single rear axle applications.	1	
BRAKE SYSTEMS			
1100-0000	16-1/2" x 6" S-cam brakes with ArvinMeritor automatic slack adjusters for front axle.	1	
1100-0002	ArvinMeritor 16-1/2" x 7" S-cam brakes with cast brake drums for a single rear axle.	1	
1100-0005	Brake system air 4X2/4X4.	1	
1100-0006	Parking brake release mounted on the driver's side lower dash.	1	
AIR SYSTEM OPTIONS			
1110-0000-001	Inlet for air system. Location: driver door jamb.	1	
1110-0002	Air dryer Bendix AD-9.	1	
1110-0006	Air lines nylon.	1	
1110-0026	Air horns recessed in bumper (PR).	1	
ENGINES & TRANSMISSIONS			
1200-0017	Push-button transmission shift selector.	1	
1200-0020	TransSynd synthetic transmission fluid for EVS3000.	1	
1200-0097	Electronic limiting of speed to 68 MPH maximum. Note: Max speed may be set at 65 MPH due to tire rating.	1	
1200-0340	Eng/Trans Cummins L9 400HP/EVS3000 2017 EPA compliant engine.	1	
SECONDARY BRAKING			

Salescode	Extended Description	Qty	
SECONDARY BRAKING			
1125-0002	Jacobs engine compression brake.	1	
1125-0023	Transmission to seek second gear when Jacobs engine brake or Telma retarder is engaged. N/A with Trans retarder.	1	
COOLING PACKAGE			
1800-0013	Cooling system for use with Cyclone II X, Typhoon X, and Quest chassis. For use with 2010 - 2017 EPA engines. Includes coolant recovery system.	1	
FUEL SYSTEMS			
1350-0003	Fuel system 50 gallon.	1	
1350-0022	Fuel line hose rubber.	1	
ALTERNATOR			
1700-0003	Alternator Leece Neville 270 amp SAE, 240 amp NFPA rating.	1	
BATTERIES			
1400-0002	Battery four group 31 1000 CCA.	1	
CHASSIS OPTIONS			
1680-0005	Thermatic fan clutch.	1	
1680-0006	Drivelines 1710.	1	
1680-0008	Tow eyes front painted below bumper/cab (PR).	1	
1680-0011	Tow eyes rear below body, painted.	1	
1680-0250-M58	Diesel Exhaust Fluid (DEF) 5 gallon tank for 2013 / 2016 EPA engines. Location: left side below rear of cab.	1	
1680-0284	Radiator mounted power steering cooler.	1	
CAB MODEL			
1520-0010	Cyclone II X long cab with 67.5" CA	1	
CAB ROOF TYPE			
1615-0010	Cab roof to be "flat" (non-vista).	1	
CAB BADGE PACKAGE			
1610-0000	Cab and body to have applicable E-ONE logos.	1	
CAB DOOR OPTIONS			
1550-0003	Rear crew cab doors in the medium position.	1	

Salescode	Extended Description	Qty	
CAB DOOR OPTIONS			
1550-0005	Driver and officer cab door windows. Include forward vent windows.	1	
1550-0011	Rear crew cab door windows. Includes manual roll-down actuation. Not available on Typhoon or CII with paddle style door latching.	1	
1550-0016	Cab door panels ABS.	1	
1550-0025	All cab doors shall have "L" style exterior latches.	1	
1550-0027	Front cab door windows to have manual actuation.	1	
1550-0038-659	(4) LED cab step area lighting. Locate each light on each cab door in the inboard position. Lights to be switched with door ajar.	1	
1550-0044	All cab door kick plates to be made from diamond plate aluminum.	1	
1550-0059-000-G6	Reflective Red/Lemon Yellow printed striping positioned in the "A" formation located on the cab door panels.	1	
1550-0077	Interior cab door locks - manual. Will have manual actuation from each respective door. Includes barrel style key lock on each exterior cab door.	1	
1550-0083	All cab exterior access doors to have CH751 keyed locks.	1	
MIRRORS			
1670-0003	Velvac 2010 mirrors. Door mounted west coast style with remote control and heat.	1	
MISC EXTERIOR CAB OPTIONS			
1550-0020	Windows cab side fixed driver's side.	1	
1550-0033	Windows cab side fixed officer's side.	1	
1675-0022	Pair of 18" handrails located just behind driver and officer front door one each side.	1	
1675-0023	Pair of 18" handrails located just behind driver and officer rear door (ALS doors if equipped) one each side.	1	
1675-0030	Mud flaps, front, black with E-ONE logo.	1	
1675-0046	Rear cab wall to be smooth 3/16" aluminum plate. Cab wall to be finish painted to match the cab paint scheme.	1	
1675-0202	Mounting plate for battery charger receptacle, indicator, air inlet, etc (if applicable). Plate to be removable brushed stainless steel.	1	
HVAC			
1515-0017	Air conditioning for the Typhoon X, CII X and Quest with Cummins ISC/ISL engine and radiator mounted condenser.	1	
1515-0053	Controls for heating and air conditioning shall be located in the center dash area. (Lower area on Typhoon and CII with severe duty dash)	1	

Salescode	Extended Description	Qty	
SEATS			
1510-0003	Seats, Inc. brand 911 cab seats.	1	
1510-0007	Seat cover material vinyl.	1	
1510-0008	Seat color gray.	1	
1510-0038	Driver seat 911 air ride.	1	
1510-0042	Officer seat to be 911 fixed SCBA.	1	
1510-0050	Rear facing 911 seat with SCBA driver's side.	1	
1510-0053	Rear facing 911 seat with SCBA officer's side.	1	
1685-0031	Seating capacity tag of four occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0000	Cab interior gray. Does not include engine cover or seat color.	1	
1685-0006	Padded sun visors, driver and officer's side overhead.	1	
1685-0168	ABS Dash package. Includes center and officer side dash, lower kick panels and "A" post covers.	1	
1685-0187	Severe duty engine cover, molded polyurethane.	1	
1685-0496	ABS overhead console. Includes front full width overhead, air conditioning plenum and rear facing blower.	1	
1685-0532	Stepped profile rear engine cover.	1	
CAB ELECTRICAL OPTIONS			
1750-0013-172	Turn signal Whelen 600 LED amber arrow pair located upper headlight bezel.	1	
1750-0046-195	Cab Headlights. Position: lower.	1	
1750-0059-179-04	Receptacle inlet 20 amp with a Yellow cover. Location: outside driver's door next to handrail.	1	
1750-0072-592	12 VDC (or 24VDC) electrical outlet wired battery hot. Location: driver side dash.	1	
1750-0075	English dominant main cab gauge cluster.	1	
1750-0158	Dome Lts Red/White LED. Package includes two lights mounted in the front and two mounted in the rear of the cab. White light wired through door and light assembly switch. Red light through light assembly switch.	1	
1750-0198-A31	Battery charger to be located behind driver's seat.	1	
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	
1750-0435	Halogen cab headlights. TyphoonX, CIIX and QST2 only.	1	
1750-0449	Momentary DPF regeneration override switch.	1	

Salescode	Extended Description	Qty	
BODY COMPT LEFT SIDE			
3100-0153	Driver side body with full height 42" wide forward and 56" wide rearward enhanced extended compartmentation. Includes (1) 56" wide compartment over the wheel well.	1	
BODY COMPT RIGHT SIDE			
3120-0283	Officer side body with full height 42" wide forward and 56" wide rearward enhanced extended compartmentation. Includes (1) 56" wide compartment over the wheel well and one (1) storage tunnel.	1	
BODY COMPT REAR			
3110-0013	Full Height Rear Compartment with Officer Side Storage Tunnel. Includes smooth plate panels and storage access door with push button latch.	1	
3110-0052	Bolt-on diamond plate tailboard (full width of rear compartment). Includes the enhanced extended side compartment frame work and handrails- (2) vertical on trailing edge of body and horizontal mounted handrail(s) below hosebed.	1	
3110-0092	Enhanced Extended Compartmentation stepped down below hosebed level. Includes embossed diamond plate compartment tops.	1	
DOORS			
3300-0017-004	Door roll up short (up to 45") with satin finish ROM. Location(s): L2.	1	
3300-0017-016	Door roll up short (up to 45") with satin finish ROM. Location(s): R2.	1	
3300-0019-003	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L1.	1	
3300-0019-005	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L3.	1	
3300-0019-015	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R1.	1	
3300-0019-017	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R3.	1	
3300-0019-027	Door roll up tall (greater than 45") with satin finish ROM. Location(s): B1.	1	
COVERS			
3305-0007-000-13	Vinyl Black hose bed cover with attached rear flap(s).	1	
3305-0008-000-13	Vinyl Black crosslay cover with attached side flaps.	1	
PUMP MODULE			
3130-0167	Pump module to be 76" wide (side to side). Includes upper, lower, crosswalk, speedlay and tranverse module(s) if applicable.	1	
3130-0523	Side mount pump module. Extruded aluminum with runningboards.	1	
3130-0532	Pump panel opening is 39" wide. Pumper / tanker only.	1	
3130-0539	Pump module height is 75". Pumper / tanker only.	1	

Salescode	Extended Description	Qty	
PUMP PANELS			
3134-0016	Stainless steel driver and officer side pump panels.	1	
3134-0055	Officer side upper pump access panel to be horizontal hinged with stainless steel door. Includes (2) push button latches and (2) hold open devices.	1	
MISC PUMP PANEL OPTIONS			
4460-0003	Pump panel tags color coded per NFPA compliance.	1	
PUMP MODULE OPTIONS			
3136-0058	E-ONE logo mounted one each side on pump module/preconnect panels. Logos to be sized as applicable to available space on panels.	1	
3136-0138	Pump module storage pan.	1	
3136-0139	Crosslay double 7.5" wide each to hold up to 200' of 2.0" DJ hose (each).	1	
WATER TANK			
4010-0099	Fill tower(s) to be located offset to officer side of water tank.	1	
4010-0179	1030 Gallon "R" Water Tank. UPF Poly III color fill towers. Note: Any foam cell(s) and/or storage options through the tank will reduce the overall water capacity.	1	
TANK PLUMBING			
4450-0010	2" tank fill Akron manual valve.	1	
4450-0119	3" tank to pump Akron manual valve w/4" tank connection.	1	
LADDER STORAGE / RACKS			
3365-0049	Brand of ladders capable of being carried on unit to be Alco-Lite.	1	
3365-0087-Z71	The length of ladders capable of being stored shall be the following: 24' 2-section, 14' roof ladder and 10' attic ladder w/shoes.	1	
3365-0149-O97	Storage tunnel capable of holding: (1) 2-section, (1) roof, (1) attic, (2) pike poles, (1) backboard in Officer.	1	
HANDRAILS / STEPS			
3330-0277	Innovative Controls dual lighted LED folding steps rear NFPA. Includes folding steps on driver side rear of the body. (staggered stepped as applicable with tailboard depth) for NFPA hosebed access and handrail mounted on driver side upper hosebed side (as applicable).	1	
MISC BODY OPTIONS			
3340-0004	Hosebed above the booster tank. Includes forward hosebed and tower(s) cover plate work (as applicable). Hosebed adjustable divider extrusion rearward of the furthest tower is to run full width of the hosebed (as is practical with other	1	

Salescode	Extended Description	Qty	
MISC BODY OPTIONS			
	hosebed mounted equipment).		
3340-0015	Diamond plate single axle wheel well. Includes bolt-on composite wheel well liners and aluminum trim fenderettes.	1	
3340-0035	Divider Long. To run full length of hose bed (front to rear).	1	
3340-0058	Recessed fuel fill driver side wheel well.	1	
3340-0075	Body mainframe and hosebed side assemblies for a 90" high body.	1	
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
3340-0110	The rear of each hose bed divider to have a hand hold cut-out(s).	1	
3340-0145	Rub rail for the body and pump area module(s).	1	
3340-0681	Body mainframe layout line to be 24". Includes body and all applicable modules.	1	
PUMPS			
4005-0031	Rating 1500 GPM.	1	
4005-0196	Hale QMAX 1000-2250 GPM single stage pump. Requires primer option.	1	
PUMP CERTIFICATION			
4475-0000	Pump certification 750-2250 GPM	1	
PUMP OPTIONS			
4015-0029	Hale pressure relief valve.	1	
4015-0037	Engine throttle, vernier.	1	
4015-0038	Pump seal packing for Hale pump.	1	
4015-0053-198	Steamers to be Flush + 1". Location: driver's side.	1	
4015-0053-199	Steamers to be Flush + 1". Location: officer's side.	1	
4015-0098	Manual operated master pump drain. The master drain shall be clearly marked and placed in accessible location on pump panel.	1	
4015-0210	Pump cooler with Innovative Control 1/4 turn valve with "T" handle and label.	1	
4015-0238	Hale electric primer (oil-less).	1	
INTAKES			
4440-0005	2.5" Left Intake Akron Manual Valve.	1	
INTAKE OPTIONS			
4445-0009	Intake relief valve, Akron.	1	
DISCHARGES AND PRECONNECTS			

Salescode	Extended Description	Qty	
DISCHARGES AND PRECONNECTS			
4415-0012-654	1.5" Crosslay with Akron manual valve. Location: crosslay 1 & 2.	2	
4415-0014-581	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 1.	1	
4415-0014-582	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 2.	1	
4415-0016-583	2.5" Right Pump Panel Discharge Akron Manual Valve. Location: right side discharge 1.	1	
4415-0016-584	2.5" Right Pump Panel Discharge Akron Manual Valve. Location: right side discharge 2.	1	
4415-0022-350	2.5" Left Rear Discharge Akron Manual Valve. Location: left rear discharge.	1	
4415-0041	3" Deck Gun Discharge, Akron manual valve. (outlet shall terminate with MNPT threads unless extend gun is install)	1	
4417-0106-L65	Deck gun piping to be positioned centered in deck gun channel.	1	
DISCHARGE OPTIONS			
4417-0175	Innovative Controls push/pull valve controls with locking T handles.	1	
4417-0176	Innovative Controls 3/4" bleeder/drain valve include lift lever with ergonomic grip.	8	
4417-0185	Innovative Controls discharge and intake bezels with integral color code and verbiage for side mount pump panel.	1	
4417-0246	Dealer installed monitor, make and model as specified.	1	
GAUGES			
4435-0069	Class 1 ENFO IV system on pump operator's panel.	1	
4435-0083	Innovative Controls 10 LED SL series water tank level gauge. On pump panel.	1	
4435-0246	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel.	8	
4435-0247	4" Innovative Controls stainless steel case master pressure gauges with bezel. Intake 30-0-400, and discharge 0-400.	1	
ELECTRICAL SYSTEMS			
5010-0036	V-MUX Electrical system for pumper / tanker / rescue.	1	
5010-0049	Vehicle data recorder - 2009 / 2016 NFPA compliant. Includes occupant detection shown in multiplex display. E-ONE chassis only.	1	
5010-0055-649	Vista IV display for V-MUX electrical system. Location: driver's side engine cover.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	

Salescode	Extended Description	Qty	
LIGHT BARS			
5300-0504	Whelen MKEZ7 1.5" standard mount for front light bar (PR).	1	
5300-0506-000-4T	Front light bar LED color: Red with clear lenses (If applicable, includes side facing when colors are the same.)	1	
5300-0511	Light bar Whelen Freedom IV Model F4X7 72" with 8 LED modules. Location: Centered on the front cab roof.	1	
WARNING LIGHT PACKAGES			
5550-0484-535-4U	Whelen Super LED lower level warning light package. Includes (8) C-Series model C6L light heads and (2) ION-T Series model TLI light heads with bezels. Color: Red with red lenses. Locate side facing lights: at forward most position, centered in rear wheel well, and side facing at rear of body in rubrail if equipped. Note: ION-T Series light only available with clear lenses.	1	
WARNING LIGHTS			
5600-0078-479-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location rear upper body on aerial style brackets.	1	
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
SIRENS			
5500-0015	Whelen model 295SLSA1 siren with microphone (replaced 295HFSA1).	1	
5500-0024-170	The primary electronic siren control is to be located center overhead.	1	
SPEAKERS			
5510-0049-209	Whelen SP123BMC electronic siren speaker recessed in front bumper. Location: driver side front bumper.	1	
DOT LIGHTING			
5150-0007	Whelen 600 series LED vertical mount tail lights. Includes LED stop/tail, arrow turn and halogen back-up lights with vertical Cast 3 housing and weatherproof connectors.	1	
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0025	Marker light LED body/cab package. E-One custom cab and pumper or tanker body only.	1	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0012	Compartment light package Truck-Lite LED for medium bodies.	1	
5380-0032	Ground light package LED - large.	1	
LIGHTS - DECK AND SCENE			

Salescode	Extended Description	Qty	
LIGHTS - DECK AND SCENE			
5390-0003	Hose bed light Truck-Lite. Locate at the front area of the hose bed. Switched with work light switch in cab.	1	
5390-0022	Crosslay light Truck-Lite. Locate to rear of crosslay (SM) and forward of crosslay (TM as applicable). Switched with work light switch in cab.	1	
5390-0024-395	Deck Light - Truck-Lite (PR). Location: rear body/beavertail area on the trailing edge up high.	1	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
5400-0010	Incandescent pump compartment light (EA).	1	
5400-0259	TecNiq model E10 pump panel LED light package with (3) lights per side pump panel. Pump panels over 45" may require additional lights. Side mount only.	1	
CONTROLS / SWITCHES			
5100-0000-198	Foot switch to control air horns located driver's side.	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
HOSE / NOZZLES			
7700-0053	PVC suction hose 6" X 10'. LIGHTWEIGHT SUCTION ONLY HOSE	2	
GROUND LADDERS			
7800-0007	Alco-Lite PRL-14' roof ladder.	1	
7800-0016	Alco-Lite PEL-24' 2-section extension ladder.	1	
7800-0032	Alco-Lite FL-10, 10' folding ladder w/safety shoes.	1	
MISC LOOSE EQUIPMENT			
7600-0016	Wheel chocks 44" NFPA compliant, pair (PR) of Zico SAC-44. Up to 44" diameter tires. Includes mounting brackets.	1	
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0089	All applicable pump/pre-connect application modules are to have a sanded finish (not painted job color). Includes upper and lower pump modules, crosswalk module and/or speedlay/pre-connect module (as applicable). Rear mounted body/pump module to be painted job color.	1	
8100-0116	Rear body surface to have a sanded finish (not painted job color). Includes	1	

Salescode	Extended Description	Qty	
EXTERIOR PAINT			
	hinged doors that do not have discrete sales codes and removable panels.		
8100-0176-000-17	Paint E-ONE chassis cab - Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0182-000-17	Paint Body - Small - For Pumpers, Rear Mounts, S/A Tankers/Wetsides and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0186-000-39	Paint exterior surface of outer steel wheels. Sikkens paint. Color: Job Color.	1	
INTERIOR PAINT			
8150-0011	The interior of the cab to be painted Zolatone gray.	1	
STRIPING			
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	
8300-0330	Single NFPA Scotchlite Stripe - upto 6" wide and straight on cab and the body. Size, color and location as specified by the customer.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
WARRANTY / STANDARD			
9100-0003	Lifetime Frame Structural Warranty.	1	
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0005	10 Year Stainless Steel Plumbing Warranty - Statement of Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
9100-0039	1 year full warranty.	1	
9100-0090	25 Year frame rail corrosion warranty. Includes liners (if equipped).	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0016	Approval Drawings-Standard.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	
Dealer Supplied Equipment			

ITEM #11

Pumper/Tanker

Typhoon



Fire Apparatus Quotation for:
BUYBOARD COOPERATIVE PURCHASING
Typhoon Pumper/Tanker
Item #11



Quotation Number: 72744 Rev: 10

Unit Description: PMPR-TYPH

Quote Description: Pumper, Typhoon

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
3090-0007	Hosebed hoseload allowance on the apparatus shall be 1200 lbs.	1	
3340-1137-12B	Equipment allowance on the apparatus shall be 2000 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
BUMPERS			
1160-0000	Bumper 10" stainless steel.	1	
1160-0008	3/16" Front Bumper Gravel Shield.	1	
1160-0012	12" Front Bumper Gravel Shield Extension.	1	
1160-0020	License plate holder mounted center of front bumper.	1	
FRAME ASSEMBLY			
1250-0080	Frame assembly with 10.25 x 3.5 x .375 powder coated galvanized rails.	1	
1250-0092	GEOMET coated frame assembly fasteners.	1	
AXLE OPTIONS			
1025-0018	Meritor RS-30-185 single rear axle 31,000 lb. capacity.	1	
1025-0029	Front shock absorbers.	1	
1025-0174	Meritor FL941 front axle 18,000 lb.	1	
SUSPENSIONS			
1070-0012	Reyco rear suspension springs rated equal to the capacity of the axle.	1	

Salescode	Extended Description	Qty	
WHEEL OPTIONS			
1050-0000	Steel wheels for front axle (2).	1	
1050-0002	Steel wheels for rear axle (4).	1	
TIRE OPTIONS			
1060-0001	Two Michelin 315 tires model XZA-1 for front axle.	1	
1060-0017	Four Michelin 315 rear tires with XDN2 all weather tread.	1	
1060-0117	RWC AirGuard LED tire pressure monitoring valve stem caps (6) for single rear axle applications.	1	
BRAKE SYSTEMS			
1100-0000	16-1/2" x 6" S-cam brakes with ArvinMeritor automatic slack adjusters for front axle.	1	
1100-0002	ArvinMeritor 16-1/2" x 7" S-cam brakes with cast brake drums for a single rear axle.	1	
1100-0005	Brake system air 4X2/4X4.	1	
1100-0006	Parking brake release mounted on the driver's side lower dash.	1	
AIR SYSTEM OPTIONS			
1110-0000-001	Inlet for air system. Location: driver door jamb.	1	
1110-0002	Air dryer Bendix AD-9.	1	
1110-0006	Air lines nylon.	1	
1110-0026	Air horns recessed in bumper (PR).	1	
ENGINES & TRANSMISSIONS			
1200-0017	Push-button transmission shift selector.	1	
1200-0020	TransSynd synthetic transmission fluid for EVS3000.	1	
1200-0096	Electronic speed limiting set at 60 MPH.	1	
1200-0337	Eng/Trans Cummins L9 330HP/EVS3000 2017 EPA compliant engine.	1	
SECONDARY BRAKING			
1125-0002	Jacobs engine compression brake.	1	
1125-0023	Transmission to seek second gear when Jacobs engine brake or Telma retarder is engaged. N/A with Trans retarder.	1	
COOLING PACKAGE			
1800-0013	Cooling system for use with Cyclone II X, Typhoon X, and Quest chassis. For use with 2010 - 2017 EPA engines. Includes coolant recovery system.	1	

Salescode	Extended Description	Qty	
FUEL SYSTEMS			
1350-0003	Fuel system 50 gallon.	1	
1350-0022	Fuel line hose rubber.	1	
ALTERNATOR			
1700-0003	Alternator Leece Neville 270 amp SAE, 240 amp NFPA rating.	1	
BATTERIES			
1400-0002	Battery four group 31 1000 CCA.	1	
CHASSIS OPTIONS			
1680-0005	Thermatic fan clutch.	1	
1680-0006	Drivelines 1710.	1	
1680-0008	Tow eyes front painted below bumper/cab (PR).	1	
1680-0011	Tow eyes rear below body, painted.	1	
1680-0250-M58	Diesel Exhaust Fluid (DEF) 5 gallon tank for 2013 / 2016 EPA engines. Location: left side below rear of cab.	1	
1680-0284	Radiator mounted power steering cooler.	1	
CAB MODEL			
1520-0013	Typhoon X medium cab with 58" CA	1	
CAB ROOF TYPE			
1615-0010	Cab roof to be "flat" (non-vista).	1	
CAB BADGE PACKAGE			
1610-0000	Cab and body to have applicable E-ONE logos.	1	
GRILLE			
1620-0004	ABS chrome plated grille.	1	
CAB DOOR OPTIONS			
1550-0003	Rear crew cab doors in the medium position.	1	
1550-0005	Driver and officer cab door windows. Include forward vent windows.	1	
1550-0011	Rear crew cab door windows. Includes manual roll-down actuation. Not available on Typhoon or CII with paddle style door latching.	1	
1550-0016	Cab door panels ABS.	1	
1550-0025	All cab doors shall have "L" style exterior latches.	1	

Salescode	Extended Description	Qty	
CAB DOOR OPTIONS			
1550-0027	Front cab door windows to have manual actuation.	1	
1550-0038-659	(4) LED cab step area lighting. Locate each light on each cab door in the inboard position. Lights to be switched with door ajar.	1	
1550-0044	All cab door kick plates to be made from diamond plate aluminum.	1	
1550-0059-000-G6	Reflective Red/Lemon Yellow printed striping positioned in the "A" formation located on the cab door panels.	1	
1550-0077	Interior cab door locks - manual. Will have manual actuation from each respective door. Includes barrel style key lock on each exterior cab door.	1	
1550-0083	All cab exterior access doors to have CH751 keyed locks.	1	
MIRRORS			
1670-0003	Velvac 2010 mirrors. Door mounted west coast style with remote control and heat.	1	
MISC EXTERIOR CAB OPTIONS			
1550-0020	Windows cab side fixed driver's side.	1	
1550-0033	Windows cab side fixed officer's side.	1	
1675-0022	Pair of 18" handrails located just behind driver and officer front door one each side.	1	
1675-0023	Pair of 18" handrails located just behind driver and officer rear door (ALS doors if equipped) one each side.	1	
1675-0030	Mud flaps, front, black with E-ONE logo.	1	
1675-0047	Rear cab wall to be 3/16" aluminum diamond plate.	1	
1675-0202	Mounting plate for battery charger receptacle, indicator, air inlet, etc (if applicable). Plate to be removable brushed stainless steel.	1	
HVAC			
1515-0017	Air conditioning for the Typhoon X, CII X and Quest with Cummins ISC/ISL engine and radiator mounted condenser.	1	
1515-0053	Controls for heating and air conditioning shall be located in the center dash area. (Lower area on Typhoon and CII with severe duty dash)	1	
SEATS			
1510-0003	Seats, Inc. brand 911 cab seats.	1	
1510-0007	Seat cover material vinyl.	1	
1510-0008	Seat color gray.	1	
1510-0035-147	Universal air pack bottle bracket (EA). Location: officer's seat.	1	

Salescode	Extended Description	Qty	
SEATS			
1510-0035-148	Universal air pack bottle bracket (EA). Location: rear facing driver's side.	1	
1510-0035-151	Universal air pack bottle bracket (EA). Location: inboard driver's side rear wall.	1	
1510-0035-152	Universal air pack bottle bracket (EA). Location: inboard officer's side rear wall.	1	
1510-0035-215	Universal air pack bottle bracket (EA). Location: rear facing officer's side.	1	
1510-0038	Driver seat 911 air ride.	1	
1510-0042	Officer seat to be 911 fixed SCBA.	1	
1510-0050	Rear facing 911 seat with SCBA driver's side.	1	
1510-0053	Rear facing 911 seat with SCBA officer's side.	1	
1510-0062	Two man bench centered on rear wall with 911 SCBA backs. Includes angled corners.	1	
1685-0033	Seating capacity tag of six occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0000	Cab interior gray. Does not include engine cover or seat color.	1	
1685-0006	Padded sun visors, driver and officer's side overhead.	1	
1685-0168	ABS Dash package. Includes center and officer side dash, lower kick panels and "A" post covers.	1	
1685-0187	Severe duty engine cover, molded polyurethane.	1	
1685-0496	ABS overhead console. Includes front full width overhead, air conditioning plenum and rear facing blower.	1	
1685-0532	Stepped profile rear engine cover.	1	
CAB ELECTRICAL OPTIONS			
1750-0013-172	Turn signal Whelen 600 LED amber arrow pair located upper headlight bezel.	1	
1750-0024-179-04	Auto-Eject receptacle inlet 20 amp located outside driver's door next to handrail with a Yellow cover.	1	
1750-0046-195	Cab Headlights. Position: lower.	1	
1750-0072-592	12 VDC (or 24VDC) electrical outlet wired battery hot. Location: driver side dash.	1	
1750-0075	English dominant main cab gauge cluster.	1	
1750-0158	Dome Lts Red/White LED. Package includes two lights mounted in the front and two mounted in the rear of the cab. White light wired through door and light assembly switch. Red light through light assembly switch.	1	
1750-0198-A31	Battery charger to be located behind driver's seat.	1	
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	

Salescode	Extended Description	Qty	
CAB ELECTRICAL OPTIONS			
1750-0435	Halogen cab headlights. TyphoonX, CIIX and QST2 only.	1	
1750-0449	Momentary DPF regeneration override switch.	1	
BODY COMPT LEFT SIDE			
3100-0128	Driver side body with full height 60" wide forward and 42" wide rearward compartmentation. Includes (1) 56" wide compartment over the wheel well.	1	
BODY COMPT RIGHT SIDE			
3120-0123	Officer half side body with 60" wide forward and 42" wide rearward compartmentation. Includes adjustable ladder tracks.	1	
BODY COMPT REAR			
3110-0005	Full Height Rear Compartment. Includes smooth plate panels.	1	
3110-0034	Upper rear compartment depth to be shallow.	1	
3340-0080	Bolt-on diamond plate 18" tailboard (full width of body). Includes (2) squared off beavertails (no stanchions) with removable outer panels and handrails- (2) vertical on trailing edge of body and horizontal mounted handrail(s) below hosebed.	1	
DOORS			
3300-0011-004	Door single horizontal hinged lift-up box pan configuration painted. Location(s): L2	1	
3300-0289-015	Door double vertical hinged w/rotary latches - painted . Location(s): R1 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0289-016	Door double vertical hinged w/rotary latches - painted . Location(s): R2 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0292-003	Door double 3-point vertical hinged w/rotary latches - painted. Location(s): L1. Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0292-005	Door double 3-point vertical hinged w/rotary latches - painted. Location(s): L3. Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0294-027	Door double 3-point vertical hinged w/rotary latches - smooth plate sanded. Location(s): B1. Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
COVERS			

Salescode	Extended Description	Qty	
COVERS			
3305-0007-000-13	Vinyl Black hose bed cover with attached rear flap(s).	1	
3305-0008-000-13	Vinyl Black crosslay cover with attached side flaps.	1	
PUMP MODULE			
3130-0167	Pump module to be 76" wide (side to side). Includes upper, lower, crosswalk, speedlay and tranverse module(s) if applicable.	1	
3130-0523	Side mount pump module. Extruded aluminum with runningboards.	1	
3130-0532	Pump panel opening is 39" wide. Pumper / tanker only.	1	
3130-0539	Pump module height is 75". Pumper / tanker only.	1	
PUMP PANELS			
3134-0016	Stainless steel driver and officer side pump panels.	1	
3134-0055	Officer side upper pump access panel to be horizontal hinged with stainless steel door. Includes (2) push button latches and (2) hold open devices.	1	
MISC PUMP PANEL OPTIONS			
4460-0003	Pump panel tags color coded per NFPA compliance.	1	
PUMP MODULE OPTIONS			
3136-0058	E-ONE logo mounted one each side on pump module/preconnect panels. Logos to be sized as applicable to available space on panels.	1	
3136-0138	Pump module storage pan.	1	
3136-0139	Crosslay double 7.5" wide each to hold up to 200' of 2.0" DJ hose (each).	1	
WATER TANK			
4010-0099	Fill tower(s) to be located offset to officer side of water tank.	1	
4010-0182	1530 Gallon "T" Water Tank. UPF Poly III color fill towers. Note: Any foam cell(s) and/or storage options through the tank will reduce the overall water capacity.	1	
TANK PLUMBING			
4450-0010	2" tank fill Akron manual valve.	1	
4450-0119	3" tank to pump Akron manual valve w/4" tank connection.	1	
LADDER STORAGE / RACKS			
3365-0049	Brand of ladders capable of being carried on unit to be Alco-Lite.	1	
3365-0087-C57	The length of ladders capable of being stored shall be the following: 24' 2-section and 14' roof ladder.	1	

Salescode	Extended Description	Qty	
HANDRAILS / STEPS			
3330-0277	Innovative Controls dual lighted LED folding steps rear NFPA. Includes folding steps on driver side rear of the body. (staggered stepped as applicable with tailboard depth) for NFPA hosebed access and handrail mounted on driver side upper hosebed side (as applicable).	1	
MISC BODY OPTIONS			
3340-0004	Hosebed above the booster tank. Includes forward hosebed and tower(s) cover plate work (as applicable). Hosebed adjustable divider extrusion rearward of the furthest tower is to run full width of the hosebed (as is practical with other hosebed mounted equipment).	1	
3340-0015	Diamond plate single axle wheel well. Includes bolt-on composite wheel well liners and aluminum trim fenderettes.	1	
3340-0035	Divider Long. To run full length of hose bed (front to rear).	1	
3340-0058	Recessed fuel fill driver side wheel well.	1	
3340-0075	Body mainframe and hosebed side assemblies for a 90" high body.	1	
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
3340-0110	The rear of each hose bed divider to have a hand hold cut-out(s).	1	
3340-0145	Rub rail for the body and pump area module(s).	1	
3340-0681	Body mainframe layout line to be 24". Includes body and all applicable modules.	1	
PUMPS			
4005-0030	Rating 1250 GPM	1	
4005-0195	Hale QFLO 750-1250 GPM pump, single stage. Requires primer option.	1	
PUMP CERTIFICATION			
4475-0000	Pump certification 750-2250 GPM	1	
PUMP OPTIONS			
4015-0053-198	Steamers to be Flush + 1". Location: driver's side.	1	
4015-0053-199	Steamers to be Flush + 1". Location: officer's side.	1	
4015-0098	Manual operated master pump drain. The master drain shall be clearly marked and placed in accessible location on pump panel.	1	
4015-0210	Pump cooler with Innovative Control 1/4 turn valve with "T" handle and label.	1	
4015-0238	Hale electric primer (oil-less).	1	
INTAKES			

Salescode	Extended Description	Qty	
INTAKES			
4440-0005	2.5" Left Intake Akron Manual Valve.	1	
INTAKE OPTIONS			
4445-0009	Intake relief valve, Akron.	1	
DISCHARGES AND PRECONNECTS			
4415-0012-654	1.5" Crosslay with Akron manual valve. Location: crosslay 1 & 2.	2	
4415-0022-350	2.5" Left Rear Discharge Akron Manual Valve. Location: left rear discharge.	1	
4415-0041	3" Deck Gun Discharge, Akron manual valve. (outlet shall terminate with MNPT threads unless extend gun is install)	1	
4415-0161-581	2.5" Left Panel Discharge Akron Manual Valve w/30 Degree Chrome Droop. Location: left side discharge 1.	1	
4415-0161-582	2.5" Left Panel Discharge Akron Manual Valve w/30 Degree Chrome Droop. Location: left side discharge 2.	1	
4415-0164-583	2.5" Right Panel Discharge Akron Manual Valve w/30 Degree Chrome Droop. Location: right side discharge 1.	1	
4417-0106-L65	Deck gun piping to be positioned centered in deck gun channel.	1	
DISCHARGE OPTIONS			
4417-0175	Innovative Controls push/pull valve controls with locking T handles.	1	
4417-0176	Innovative Controls 3/4" bleeder/drain valve include lift lever with ergonomic grip.	7	
4417-0185	Innovative Controls discharge and intake bezels with integral color code and verbiage for side mount pump panel.	1	
4417-0246	Dealer installed monitor, make and model as specified.	1	
PRESSURE GOVERNORS			
4465-0011	Class 1 TPG pressure governor. Includes, water, oil, volt and tachometer.	1	
GAUGES			
4435-0083	Innovative Controls 10 LED SL series water tank level gauge. On pump panel.	1	
4435-0246	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel.	7	
4435-0247	4" Innovative Controls stainless steel case master pressure gauges with bezel. Intake 30-0-400, and discharge 0-400.	1	
ELECTRICAL SYSTEMS			
5010-0036	V-MUX Electrical system for pumper / tanker / rescue.	1	

Salescode	Extended Description	Qty	
ELECTRICAL SYSTEMS			
5010-0049	Vehicle data recorder - 2009 / 2016 NFPA compliant. Includes occupant detection shown in multiplex display. E-ONE chassis only.	1	
5010-0055-649	Vista IV display for V-MUX electrical system. Location: driver's side engine cover.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0504	Whelen MKEZ7 1.5" standard mount for front light bar (PR).	1	
5300-0506-000-4T	Front light bar LED color: Red with clear lenses (If applicable, includes side facing when colors are the same.)	1	
5300-0511	Light bar Whelen Freedom IV Model F4X7 72" with 8 LED modules. Location: Centered on the front cab roof.	1	
WARNING LIGHT PACKAGES			
5550-0483-534-4U	Whelen C-Series model C6L Super LED lower level warning light package. Includes (10) light heads with bezels. Color: Red with red lenses. Locate side facing lights: at forward most position, centered in rear wheel well, and on side of beavertail.	1	
WARNING LIGHTS			
5600-0078-479-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location rear upper body on aerial style brackets.	1	
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
SIRENS			
5500-0015	Whelen model 295SLSA1 siren with microphone (replaced 295HFSA1).	1	
5500-0024-170	The primary electronic siren control is to be located center overhead.	1	
SPEAKERS			
5510-0049-209	Whelen SP123BMC electronic siren speaker recessed in front bumper. Location: driver side front bumper.	1	
DOT LIGHTING			
5150-0007	Whelen 600 series LED vertical mount tail lights. Includes LED stop/tail, arrow turn and halogen back-up lights with vertical Cast 3 housing and weatherproof connectors.	1	
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0025	Marker light LED body/cab package. E-One custom cab and pumper or tanker body only.	1	

Salescode	Extended Description	Qty	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0011	Compartment light package LED for small bodies.	1	
5380-0032	Ground light package LED - large.	1	
LIGHTS - DECK AND SCENE			
5390-0003	Hose bed light Truck-Lite. Locate at the front area of the hose bed. Switched with work light switch in cab.	1	
5390-0022	Crosslay light Truck-Lite. Locate to rear of crosslay (SM) and forward of crosslay (TM as applicable). Switched with work light switch in cab.	1	
5390-0024-395	Deck Light - Truck-Lite (PR). Location: rear body/beavertail area on the trailing edge up high.	1	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
5400-0010	Incandescent pump compartment light (EA).	1	
5400-0259	TecNiq model E10 pump panel LED light package with (3) lights per side pump panel. Pump panels over 45" may require additional lights. Side mount only.	1	
CONTROLS / SWITCHES			
5100-0000-198	Foot switch to control air horns located driver's side.	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
HOSE / NOZZLES			
7700-0053	PVC suction hose 6" X 10'. LIGHTWEIGHT SUCTION ONLY HOSE	2	
GROUND LADDERS			
7800-0007	Alco-Lite PRL-14' roof ladder.	1	
7800-0016	Alco-Lite PEL-24' 2-section extension ladder.	1	
7800-0032	Alco-Lite FL-10, 10' folding ladder w/safety shoes.	1	
MISC LOOSE EQUIPMENT			
7600-0016	Wheel chocks 44" NFPA compliant, pair (PR) of Zico SAC-44. Up to 44" diameter tires. Includes mounting brackets.	1	
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0089	All applicable pump/pre-connect application modules are to have a sanded finish	1	

Salescode	Extended Description	Qty	
EXTERIOR PAINT			
	(not painted job color). Includes upper and lower pump modules, crosswalk module and/or speedlay/pre-connect module (as applicable). Rear mounted body/pump module to be painted job color.		
8100-0116	Rear body surface to have a sanded finish (not painted job color). Includes hinged doors that do not have discrete sales codes and removable panels.	1	
8100-0176-000-17	Paint E-ONE chassis cab - Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0182-000-17	Paint Body - Small - For Pumpers, Rear Mounts, S/A Tankers/Wetsides and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0186-000-39	Paint exterior surface of outer steel wheels. Sikkens paint. Color: Job Color.	1	
INTERIOR PAINT			
8150-0011	The interior of the cab to be painted Zolatone gray.	1	
STRIPING			
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	
8300-0330	Single NFPA Scotchlite Stripe - upto 6" wide and straight on cab and the body. Size, color and location as specified by the customer.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
WARRANTY / STANDARD			
9100-0003	Lifetime Frame Stuctural Warranty.	1	
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0005	10 Year Stainless Steel Plumbing Warranty - Statement of Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
9100-0039	1 year full warranty.	1	
9100-0090	25 Year frame rail corrosion warranty. Includes liners (if equipped).	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0016	Approval Drawings-Standard.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	

Salescode	Extended Description	Qty	
Dealer Supplied Equipment			

ITEM #12

Pumper/Tanker

Cyclone II



Fire Apparatus Quotation for:
BUYBOARD COOPERATIVE PURCHASING
Cyclone II Pumper / Tanker
Item #12



Quotation Number: 72746 Rev: 9

Unit Description: PMPR-CYC2

Quote Description: Pumper, Cyclone II

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
3090-0007	Hosebed hoseload allowance on the apparatus shall be 1200 lbs.	1	
3340-1137-12B	Equipment allowance on the apparatus shall be 2000 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
BUMPERS			
1160-0000	Bumper 10" stainless steel.	1	
1160-0008	3/16" Front Bumper Gravel Shield.	1	
1160-0012	12" Front Bumper Gravel Shield Extension.	1	
1160-0020	License plate holder mounted center of front bumper.	1	
FRAME ASSEMBLY			
1250-0080	Frame assembly with 10.25 x 3.5 x .375 powder coated galvanized rails.	1	
1250-0092	GEOMET coated frame assembly fasteners.	1	
AXLE OPTIONS			
1025-0018	Meritor RS-30-185 single rear axle 31,000 lb. capacity.	1	
1025-0029	Front shock absorbers.	1	
1025-0174	Meritor FL941 front axle 18,000 lb.	1	
SUSPENSIONS			
1070-0012	Reyco rear suspension springs rated equal to the capacity of the axle.	1	

Salescode	Extended Description	Qty	
WHEEL OPTIONS			
1050-0000	Steel wheels for front axle (2).	1	
1050-0002	Steel wheels for rear axle (4).	1	
TIRE OPTIONS			
1060-0001	Two Michelin 315 tires model XZA-1 for front axle.	1	
1060-0017	Four Michelin 315 rear tires with XDN2 all weather tread.	1	
1060-0117	RWC AirGuard LED tire pressure monitoring valve stem caps (6) for single rear axle applications.	1	
BRAKE SYSTEMS			
1100-0000	16-1/2" x 6" S-cam brakes with ArvinMeritor automatic slack adjusters for front axle.	1	
1100-0002	ArvinMeritor 16-1/2" x 7" S-cam brakes with cast brake drums for a single rear axle.	1	
1100-0005	Brake system air 4X2/4X4.	1	
1100-0006	Parking brake release mounted on the driver's side lower dash.	1	
AIR SYSTEM OPTIONS			
1110-0000-001	Inlet for air system. Location: driver door jamb.	1	
1110-0002	Air dryer Bendix AD-9.	1	
1110-0006	Air lines nylon.	1	
1110-0026	Air horns recessed in bumper (PR).	1	
ENGINES & TRANSMISSIONS			
1200-0017	Push-button transmission shift selector.	1	
1200-0020	TransSynd synthetic transmission fluid for EVS3000.	1	
1200-0096	Electronic speed limiting set at 60 MPH.	1	
1200-0340	Eng/Trans Cummins L9 400HP/EVS3000 2017 EPA compliant engine.	1	
SECONDARY BRAKING			
1125-0002	Jacobs engine compression brake.	1	
1125-0023	Transmission to seek second gear when Jacobs engine brake or Telma retarder is engaged. N/A with Trans retarder.	1	
COOLING PACKAGE			
1800-0013	Cooling system for use with Cyclone II X, Typhoon X, and Quest chassis. For use with 2010 - 2017 EPA engines. Includes coolant recovery system.	1	

Salescode	Extended Description	Qty	
FUEL SYSTEMS			
1350-0003	Fuel system 50 gallon.	1	
1350-0022	Fuel line hose rubber.	1	
ALTERNATOR			
1700-0003	Alternator Leece Neville 270 amp SAE, 240 amp NFPA rating.	1	
BATTERIES			
1400-0002	Battery four group 31 1000 CCA.	1	
CHASSIS OPTIONS			
1680-0005	Thermatic fan clutch.	1	
1680-0006	Drivelines 1710.	1	
1680-0008	Tow eyes front painted below bumper/cab (PR).	1	
1680-0011	Tow eyes rear below body, painted.	1	
1680-0250-M58	Diesel Exhaust Fluid (DEF) 5 gallon tank for 2013 / 2016 EPA engines. Location: left side below rear of cab.	1	
1680-0284	Radiator mounted power steering cooler.	1	
CAB MODEL			
1520-0010	Cyclone II X long cab with 67.5" CA	1	
CAB ROOF TYPE			
1615-0010	Cab roof to be "flat" (non-vista).	1	
CAB BADGE PACKAGE			
1610-0000	Cab and body to have applicable E-ONE logos.	1	
CAB DOOR OPTIONS			
1550-0003	Rear crew cab doors in the medium position.	1	
1550-0005	Driver and officer cab door windows. Include forward vent windows.	1	
1550-0011	Rear crew cab door windows. Includes manual roll-down actuation. Not available on Typhoon or CII with paddle style door latching.	1	
1550-0016	Cab door panels ABS.	1	
1550-0025	All cab doors shall have "L" style exterior latches.	1	
1550-0027	Front cab door windows to have manual actuation.	1	
1550-0038-659	(4) LED cab step area lighting. Locate each light on each cab door in the inboard position. Lights to be switched with door ajar.	1	

Salescode	Extended Description	Qty	
CAB DOOR OPTIONS			
1550-0044	All cab door kick plates to be made from diamond plate aluminum.	1	
1550-0059-000-G6	Reflective Red/Lemon Yellow printed striping positioned in the "A" formation located on the cab door panels.	1	
1550-0077	Interior cab door locks - manual. Will have manual actuation from each respective door. Includes barrel style key lock on each exterior cab door.	1	
1550-0083	All cab exterior access doors to have CH751 keyed locks.	1	
MIRRORS			
1670-0003	Velvac 2010 mirrors. Door mounted west coast style with remote control and heat.	1	
MISC EXTERIOR CAB OPTIONS			
1550-0020	Windows cab side fixed driver's side.	1	
1550-0033	Windows cab side fixed officer's side.	1	
1675-0022	Pair of 18" handrails located just behind driver and officer front door one each side.	1	
1675-0023	Pair of 18" handrails located just behind driver and officer rear door (ALS doors if equipped) one each side.	1	
1675-0030	Mud flaps, front, black with E-ONE logo.	1	
1675-0046	Rear cab wall to be smooth 3/16" aluminum plate. Cab wall to be finish painted to match the cab paint scheme.	1	
1675-0202	Mounting plate for battery charger receptacle, indicator, air inlet, etc (if applicable). Plate to be removable brushed stainless steel.	1	
HVAC			
1515-0017	Air conditioning for the Typhoon X, CII X and Quest with Cummins ISC/ISL engine and radiator mounted condenser.	1	
1515-0053	Controls for heating and air conditioning shall be located in the center dash area. (Lower area on Typhoon and CII with severe duty dash)	1	
SEATS			
1510-0003	Seats, Inc. brand 911 cab seats.	1	
1510-0007	Seat cover material vinyl.	1	
1510-0008	Seat color gray.	1	
1510-0035-147	Universal air pack bottle bracket (EA). Location: officer's seat.	1	
1510-0035-148	Universal air pack bottle bracket (EA). Location: rear facing driver's side.	1	
1510-0035-151	Universal air pack bottle bracket (EA). Location: inboard driver's side rear wall.	1	

Salescode	Extended Description	Qty	
SEATS			
1510-0035-152	Universal air pack bottle bracket (EA). Location: inboard officer's side rear wall.	1	
1510-0035-215	Universal air pack bottle bracket (EA). Location: rear facing officer's side.	1	
1510-0038	Driver seat 911 air ride.	1	
1510-0042	Officer seat to be 911 fixed SCBA.	1	
1510-0050	Rear facing 911 seat with SCBA driver's side.	1	
1510-0053	Rear facing 911 seat with SCBA officer's side.	1	
1510-0062	Two man bench centered on rear wall with 911 SCBA backs. Includes angled corners.	1	
1685-0033	Seating capacity tag of six occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0000	Cab interior gray. Does not include engine cover or seat color.	1	
1685-0006	Padded sun visors, driver and officer's side overhead.	1	
1685-0168	ABS Dash package. Includes center and officer side dash, lower kick panels and "A" post covers.	1	
1685-0187	Severe duty engine cover, molded polyurethane.	1	
1685-0496	ABS overhead console. Includes front full width overhead, air conditioning plenum and rear facing blower.	1	
1685-0532	Stepped profile rear engine cover.	1	
CAB ELECTRICAL OPTIONS			
1750-0013-172	Turn signal Whelen 600 LED amber arrow pair located upper headlight bezel.	1	
1750-0024-179-04	Auto-Eject receptacle inlet 20 amp located outside driver's door next to handrail with a Yellow cover.	1	
1750-0046-195	Cab Headlights. Position: lower.	1	
1750-0072-592	12 VDC (or 24VDC) electrical outlet wired battery hot. Location: driver side dash.	1	
1750-0075	English dominant main cab gauge cluster.	1	
1750-0158	Dome Lts Red/White LED. Package includes two lights mounted in the front and two mounted in the rear of the cab. White light wired through door and light assembly switch. Red light through light assembly switch.	1	
1750-0198-A31	Battery charger to be located behind driver's seat.	1	
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	
1750-0435	Halogen cab headlights. TyphoonX, CIIX and QST2 only.	1	
1750-0449	Momentary DPF regeneration override switch.	1	

Salescode	Extended Description	Qty	
BODY COMPT LEFT SIDE			
3100-0128	Driver side body with full height 60" wide forward and 42" wide rearward compartmentation. Includes (1) 56" wide compartment over the wheel well.	1	
BODY COMPT RIGHT SIDE			
3120-0123	Officer half side body with 60" wide forward and 42" wide rearward compartmentation. Includes adjustable ladder tracks.	1	
BODY COMPT REAR			
3110-0005	Full Height Rear Compartment. Includes smooth plate panels.	1	
3110-0034	Upper rear compartment depth to be shallow.	1	
3340-0080	Bolt-on diamond plate 18" tailboard (full width of body). Includes (2) squared off beavertails (no stanchions) with removable outer panels and handrails- (2) vertical on trailing edge of body and horizontal mounted handrail(s) below hosebed.	1	
DOORS			
3300-0011-004	Door single horizontal hinged lift-up box pan configuration painted. Location(s): L2	1	
3300-0289-015	Door double vertical hinged w/rotary latches - painted . Location(s): R1 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0289-016	Door double vertical hinged w/rotary latches - painted . Location(s): R2 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0292-003	Door double 3-point vertical hinged w/rotary latches - painted. Location(s): L1. Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0292-005	Door double 3-point vertical hinged w/rotary latches - painted. Location(s): L3. Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0294-027	Door double 3-point vertical hinged w/rotary latches - smooth plate sanded. Location(s): B1. Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
COVERS			
3305-0007-000-13	Vinyl Black hose bed cover with attached rear flap(s).	1	
3305-0008-000-13	Vinyl Black crosslay cover with attached side flaps.	1	
PUMP MODULE			

Salescode	Extended Description	Qty	
PUMP MODULE			
3130-0167	Pump module to be 76" wide (side to side). Includes upper, lower, crosswalk, speedlay and tranverse module(s) if applicable.	1	
3130-0523	Side mount pump module. Extruded aluminum with runningboards.	1	
3130-0532	Pump panel opening is 39" wide. Pumper / tanker only.	1	
3130-0539	Pump module height is 75". Pumper / tanker only.	1	
PUMP PANELS			
3134-0016	Stainless steel driver and officer side pump panels.	1	
3134-0055	Officer side upper pump access panel to be horizontal hinged with stainless steel door. Includes (2) push button latches and (2) hold open devices.	1	
MISC PUMP PANEL OPTIONS			
4460-0003	Pump panel tags color coded per NFPA compliance.	1	
PUMP MODULE OPTIONS			
3136-0058	E-ONE logo mounted one each side on pump module/preconnect panels. Logos to be sized as applicable to available space on panels.	1	
3136-0138	Pump module storage pan.	1	
3136-0139	Crosslay double 7.5" wide each to hold up to 200' of 2.0" DJ hose (each).	1	
WATER TANK			
4010-0099	Fill tower(s) to be located offset to officer side of water tank.	1	
4010-0182	1530 Gallon "T" Water Tank. UPF Poly III color fill towers. Note: Any foam cell(s) and/or storage options through the tank will reduce the overall water capacity.	1	
TANK PLUMBING			
4450-0010	2" tank fill Akron manual valve.	1	
4450-0119	3" tank to pump Akron manual valve w/4" tank connection.	1	
LADDER STORAGE / RACKS			
3365-0049	Brand of ladders capable of being carried on unit to be Alco-Lite.	1	
3365-0087-C57	The length of ladders capable of being stored shall be the following: 24' 2-section and 14' roof ladder.	1	
HANDRAILS / STEPS			
3330-0277	Innovative Controls dual lighted LED folding steps rear NFPA. Includes folding steps on driver side rear of the body. (staggered stepped as applicable with tailboard depth) for NFPA hosebed access and handrail mounted on driver side	1	

Salescode	Extended Description	Qty	
HANDRAILS / STEPS			
	upper hosebed side (as applicable).		
MISC BODY OPTIONS			
3340-0004	Hosebed above the booster tank. Includes forward hosebed and tower(s) cover plate work (as applicable). Hosebed adjustable divider extrusion rearward of the furthest tower is to run full width of the hosebed (as is practical with other hosebed mounted equipment).	1	
3340-0015	Diamond plate single axle wheel well. Includes bolt-on composite wheel well liners and aluminum trim fenderettes.	1	
3340-0035	Divider Long. To run full length of hose bed (front to rear).	1	
3340-0058	Recessed fuel fill driver side wheel well.	1	
3340-0075	Body mainframe and hosebed side assemblies for a 90" high body.	1	
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
3340-0110	The rear of each hose bed divider to have a hand hold cut-out(s).	1	
3340-0145	Rub rail for the body and pump area module(s).	1	
3340-0681	Body mainframe layout line to be 24". Includes body and all applicable modules.	1	
PUMPS			
4005-0031	Rating 1500 GPM.	1	
4005-0196	Hale QMAX 1000-2250 GPM single stage pump. Requires primer option.	1	
PUMP CERTIFICATION			
4475-0000	Pump certification 750-2250 GPM	1	
PUMP OPTIONS			
4015-0038	Pump seal packing for Hale pump.	1	
4015-0053-198	Steamers to be Flush + 1". Location: driver's side.	1	
4015-0053-199	Steamers to be Flush + 1". Location: officer's side.	1	
4015-0098	Manual operated master pump drain. The master drain shall be clearly marked and placed in accessible location on pump panel.	1	
4015-0210	Pump cooler with Innovative Control 1/4 turn valve with "T" handle and label.	1	
4015-0238	Hale electric primer (oil-less).	1	
INTAKES			
4440-0005	2.5" Left Intake Akron Manual Valve.	1	
INTAKE OPTIONS			

Salescode	Extended Description	Qty	
INTAKE OPTIONS			
4445-0009	Intake relief valve, Akron.	1	
DISCHARGES AND PRECONNECTS			
4415-0012-654	1.5" Crosslay with Akron manual valve. Location: crosslay 1 & 2.	2	
4415-0014-581	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 1.	1	
4415-0014-582	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 2.	1	
4415-0016-583	2.5" Right Pump Panel Discharge Akron Manual Valve. Location: right side discharge 1.	1	
4415-0016-584	2.5" Right Pump Panel Discharge Akron Manual Valve. Location: right side discharge 2.	1	
4415-0022-350	2.5" Left Rear Discharge Akron Manual Valve. Location: left rear discharge.	1	
4415-0041	3" Deck Gun Discharge, Akron manual valve. (outlet shall terminate with MNPT threads unless extend gun is install)	1	
4417-0106-L65	Deck gun piping to be positioned centered in deck gun channel.	1	
DISCHARGE OPTIONS			
4417-0175	Innovative Controls push/pull valve controls with locking T handles.	1	
4417-0176	Innovative Controls 3/4" bleeder/drain valve include lift lever with ergonomic grip.	8	
4417-0185	Innovative Controls discharge and intake bezels with integral color code and verbiage for side mount pump panel.	1	
4417-0246	Dealer installed monitor, make and model as specified.	1	
PRESSURE GOVERNORS			
4465-0011	Class 1 TPG pressure governor. Includes, water, oil, volt and tachometer.	1	
GAUGES			
4435-0083	Innovative Controls 10 LED SL series water tank level gauge. On pump panel.	1	
4435-0246	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel.	8	
4435-0247	4" Innovative Controls stainless steel case master pressure gauges with bezel. Intake 30-0-400, and discharge 0-400.	1	
ELECTRICAL SYSTEMS			
5010-0036	V-MUX Electrical system for pumper / tanker / rescue.	1	
5010-0049	Vehicle data recorder - 2009 / 2016 NFPA compliant. Includes occupant detection	1	

Salescode	Extended Description	Qty	
ELECTRICAL SYSTEMS			
	shown in multiplex display. E-ONE chassis only.		
5010-0055-649	Vista IV display for V-MUX electrical system. Location: driver's side engine cover.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0504	Whelen MKEZ7 1.5" standard mount for front light bar (PR).	1	
5300-0506-000-4T	Front light bar LED color: Red with clear lenses (If applicable, includes side facing when colors are the same.)	1	
5300-0511	Light bar Whelen Freedom IV Model F4X7 72" with 8 LED modules. Location: Centered on the front cab roof.	1	
WARNING LIGHT PACKAGES			
5550-0483-534-4U	Whelen C-Series model C6L Super LED lower level warning light package. Includes (10) light heads with bezels. Color: Red with red lenses. Locate side facing lights: at forward most position, centered in rear wheel well, and on side of beavertail.	1	
WARNING LIGHTS			
5600-0078-479-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location rear upper body on aerial style brackets.	1	
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
SIRENS			
5500-0015	Whelen model 295SLSA1 siren with microphone (replaced 295HFSA1).	1	
5500-0024-170	The primary electronic siren control is to be located center overhead.	1	
SPEAKERS			
5510-0049-209	Whelen SP123BMC electronic siren speaker recessed in front bumper. Location: driver side front bumper.	1	
DOT LIGHTING			
5150-0007	Whelen 600 series LED vertical mount tail lights. Includes LED stop/tail, arrow turn and halogen back-up lights with vertical Cast 3 housing and weatherproof connectors.	1	
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0025	Marker light LED body/cab package. E-One custom cab and pumper or tanker body only.	1	

Salescode	Extended Description	Qty	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0011	Compartment light package LED for small bodies.	1	
5380-0032	Ground light package LED - large.	1	
LIGHTS - DECK AND SCENE			
5390-0003	Hose bed light Truck-Lite. Locate at the front area of the hose bed. Switched with work light switch in cab.	1	
5390-0022	Crosslay light Truck-Lite. Locate to rear of crosslay (SM) and forward of crosslay (TM as applicable). Switched with work light switch in cab.	1	
5390-0024-395	Deck Light - Truck-Lite (PR). Location: rear body/beavertail area on the trailing edge up high.	1	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
5400-0010	Incandescent pump compartment light (EA).	1	
5400-0259	TecNiq model E10 pump panel LED light package with (3) lights per side pump panel. Pump panels over 45" may require additional lights. Side mount only.	1	
CONTROLS / SWITCHES			
5100-0000-198	Foot switch to control air horns located driver's side.	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
ELBOWS			
7400-0012	Chrome discharge elbow 2.5" FNST x 2.5" Male 3.187 x 6 thread per inch with a 2.5" Female 3.187 x 6 thread per inch chrome rocker lug cap with chain, 45 Degree.	4	
HOSE / NOZZLES			
7700-0053	PVC suction hose 6" X 10'. LIGHTWEIGHT SUCTION ONLY HOSE	2	
GROUND LADDERS			
7800-0007	Alco-Lite PRL-14' roof ladder.	1	
7800-0016	Alco-Lite PEL-24' 2-section extension ladder.	1	
7800-0032	Alco-Lite FL-10, 10' folding ladder w/safety shoes.	1	
MISC LOOSE EQUIPMENT			
7600-0016	Wheel chocks 44" NFPA compliant, pair (PR) of Zico SAC-44. Up to 44" diameter tires. Includes mounting brackets.	1	

Salescode	Extended Description	Qty	
MISC LOOSE EQUIPMENT			
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0089	All applicable pump/pre-connect application modules are to have a sanded finish (not painted job color). Includes upper and lower pump modules, crosswalk module and/or speedlay/pre-connect module (as applicable). Rear mounted body/pump module to be painted job color.	1	
8100-0116	Rear body surface to have a sanded finish (not painted job color). Includes hinged doors that do not have discrete sales codes and removable panels.	1	
8100-0176-000-17	Paint E-ONE chassis cab - Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0182-000-17	Paint Body - Small - For Pumpers, Rear Mounts, S/A Tankers/Wetsides and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0186-000-39	Paint exterior surface of outer steel wheels. Sikkens paint. Color: Job Color.	1	
INTERIOR PAINT			
8150-0011	The interior of the cab to be painted Zolatone gray.	1	
STRIPING			
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	
8300-0330	Single NFPA Scotchlite Stripe - upto 6" wide and straight on cab and the body. Size, color and location as specified by the customer.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
WARRANTY / STANDARD			
9100-0003	Lifetime Frame Stuctural Warranty.	1	
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0005	10 Year Stainless Steel Plumbing Warranty - Statement of Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
9100-0039	1 year full warranty.	1	
9100-0090	25 Year frame rail corrosion warranty. Includes liners (if equipped).	1	

Salescode	Extended Description	Qty	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0016	Approval Drawings-Standard.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	
Dealer Supplied Equipment			

ITEM #13

Tanker

Typhoon



Fire Apparatus Quotation for:
BUYBOARD COOPERATIVE PURCHASING
Typhoon Tanker
Item #13



Quotation Number: 72747 Rev: 13

Unit Description: TTSA-TYPH

Quote Description: Tanker, Tandem Axle, Side Mount, Typhoon

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
3090-0007	Hosebed hoesload allowance on the apparatus shall be 1200 lbs.	1	
3340-1137-11Z	Equipment allowance on the apparatus shall be 1000 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
BUMPERS			
1160-0000	Bumper 10" stainless steel.	1	
1160-0011	4" Front Bumper Extension.	1	
FRAME ASSEMBLY			
1250-0080	Frame assembly with 10.25 x 3.5 x .375 powder coated galvanized rails.	1	
1250-0083	Frame liner 9.375 x 3.125 x .375, galvanized and powder coated.	1	
1250-0092	GEOMET coated frame assembly fasteners.	1	
AXLE OPTIONS			
1025-0005	Meritor FL-941 front axle 18,700 lb.	1	
1025-0020	Meritor RT-46-160 rear tandem axle 46,000 lb. capacity.	1	
1025-0028	Koni shock absorbers for front axle - adjustable.	1	
SUSPENSIONS			
1070-0022	Rear suspension FIREMAAX EX model FMX-482 air ride rated equal to the capacity of the axles (40-48K). Requires TB modification on 4-jack aerals.	1	

Salescode	Extended Description	Qty	
SUSPENSIONS			
	(Raises OAH .5" over springs)		
WHEEL OPTIONS			
1050-0000	Steel wheels for front axle (2).	1	
1050-0004	Steel wheels for rear axles (8).	1	
1050-0007	Front axle wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center cap with E-ONE logo. Note: Center cap will have an inspection port IPO a logo if equipped with Stemco oil seals.	1	
1050-0009	Rear axle (tandem) wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center caps with E-ONE logo. E-ONE custom chassis w/steel wheels will have chrome plated plastic lug covers.	1	
TIRE OPTIONS			
1060-0007	Eight Michelin 11R tires model XZE2 for rear axles.	1	
1060-0119	RWC AirGuard LED tire pressure monitoring valve stem caps (10) for tandem rear axle applications.	1	
1060-0155	Two Michelin 385 tires model X MULTIWAY HD XZE for front axle.	1	
BRAKE SYSTEMS			
1100-0000	16-1/2" x 6" S-cam brakes with ArvinMeritor automatic slack adjusters for front axle.	1	
1100-0006	Parking brake release mounted on the driver's side lower dash.	1	
1100-0008	Brake system air 6X4.	1	
1100-0014	ArvinMeritor 16-1/2" x 7" S-cam brakes with cast brake drums for a tandem rear axle.	1	
1100-0026	G4 Electronic Stability Control (6x4), Includes RSC and ATC. Not available on 6x6 or commercial chassis.	1	
AIR SYSTEM OPTIONS			
1110-0000-001	Inlet for air system. Location: driver door jamb.	1	
1110-0002	Air dryer Bendix AD-9.	1	
1110-0006	Air lines nylon.	1	
1110-0041	Air horns Grover recessed in bumper (PR).	1	
ENGINES & TRANSMISSIONS			
1200-0017	Push-button transmission shift selector.	1	
1200-0020	TransSynd synthetic transmission fluid for EVS3000.	1	

Salescode	Extended Description	Qty	
ENGINES & TRANSMISSIONS			
1200-0096	Electronic speed limiting set at 60 MPH.	1	
1200-0337	Eng/Trans Cummins L9 330HP/EVS3000 2017 EPA compliant engine.	1	
SECONDARY BRAKING			
1125-0002	Jacobs engine compression brake.	1	
1125-0023	Transmission to seek second gear when Jacobs engine brake or Telma retarder is engaged. N/A with Trans retarder.	1	
COOLING PACKAGE			
1800-0013	Cooling system for use with Cyclone II X, Typhoon X, and Quest chassis. For use with 2010 - 2017 EPA engines. Includes coolant recovery system.	1	
FUEL SYSTEMS			
1350-0005	Fuel system 65 gallons.	1	
1350-0022	Fuel line hose rubber.	1	
ALTERNATOR			
1700-0003	Alternator Leece Neville 270 amp SAE, 240 amp NFPA rating.	1	
BATTERIES			
1400-0002	Battery four group 31 1000 CCA.	1	
CHASSIS OPTIONS			
1680-0005	Thermatic fan clutch.	1	
1680-0006	Drivelines 1710.	1	
1680-0012	Tow eyes rear frame painted black.	1	
1680-0042	Tow hooks front painted in the down position.	1	
1680-0250-M58	Diesel Exhaust Fluid (DEF) 5 gallon tank for 2013 / 2016 EPA engines. Location: left side below rear of cab.	1	
1680-0284	Radiator mounted power steering cooler.	1	
CAB MODEL			
1520-0013	Typhoon X medium cab with 58" CA	1	
CAB ROOF TYPE			
1615-0010	Cab roof to be "flat" (non-vista).	1	
CAB BADGE PACKAGE			

Salescode	Extended Description	Qty	
CAB BADGE PACKAGE			
1610-0000	Cab and body to have applicable E-ONE logos.	1	
GRILLE			
1620-0004	ABS chrome plated grille.	1	
CAB DOOR OPTIONS			
1550-0003	Rear crew cab doors in the medium position.	1	
1550-0005	Driver and officer cab door windows. Include forward vent windows.	1	
1550-0011	Rear crew cab door windows. Includes manual roll-down actuation. Not available on Typhoon or CII with paddle style door latching.	1	
1550-0016	Cab door panels ABS.	1	
1550-0025	All cab doors shall have "L" style exterior latches.	1	
1550-0027	Front cab door windows to have manual actuation.	1	
1550-0037-659	(4) Incandescent cab step area lighting. Locate each light in on each cab door in the inboard position. Lights to be switched with door ajar.	1	
1550-0044	All cab door kick plates to be made from diamond plate aluminum.	1	
1550-0059-000-G6	Reflective Red/Lemon Yellow printed striping positioned in the "A" formation located on the cab door panels.	1	
1550-0077	Interior cab door locks - manual. Will have manual actuation from each respective door. Includes barrel style key lock on each exterior cab door.	1	
1550-0084	All cab exterior access doors to have 1250 keyed locks.	1	
MIRRORS			
1670-0003	Velvac 2010 mirrors. Door mounted west coast style with remote control and heat.	1	
MISC EXTERIOR CAB OPTIONS			
1550-0020	Windows cab side fixed driver's side.	1	
1550-0033	Windows cab side fixed officer's side.	1	
1675-0022	Pair of 18" handrails located just behind driver and officer front door one each side.	1	
1675-0023	Pair of 18" handrails located just behind driver and officer rear door (ALS doors if equipped) one each side.	1	
1675-0030	Mud flaps, front, black with E-ONE logo.	1	
1675-0047	Rear cab wall to be 3/16" aluminum diamond plate.	1	
1675-0202	Mounting plate for battery charger receptacle, indicator, air inlet, etc (if applicable). Plate to be removable brushed stainless steel.	1	

Salescode	Extended Description	Qty	
HVAC			
1515-0017	Air conditioning for the Typhoon X, CII X and Quest with Cummins ISC/ISL engine and radiator mounted condenser.	1	
1515-0048	Controls for heating and air conditioning shall be located in the driver side lower dash area. For use without front air bags only.	1	
SEATS			
1510-0003	Seats, Inc. brand 911 cab seats.	1	
1510-0007	Seat cover material vinyl.	1	
1510-0008	Seat color gray.	1	
1510-0038	Driver seat 911 air ride.	1	
1510-0042	Officer seat to be 911 fixed SCBA.	1	
1510-0050	Rear facing 911 seat with SCBA driver's side.	1	
1510-0053	Rear facing 911 seat with SCBA officer's side.	1	
1685-0031	Seating capacity tag of four occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0000	Cab interior gray. Does not include engine cover or seat color.	1	
1685-0006	Padded sun visors, driver and officer's side overhead.	1	
1685-0168	ABS Dash package. Includes center and officer side dash, lower kick panels and "A" post covers.	1	
1685-0187	Severe duty engine cover, molded polyurethane.	1	
1685-0496	ABS overhead console. Includes front full width overhead, air conditioning plenum and rear facing blower.	1	
1685-0532	Stepped profile rear engine cover.	1	
CAB ELECTRICAL OPTIONS			
1750-0024-179-04	Auto-Eject receptacle inlet 20 amp located outside driver's door next to handrail with a Yellow cover.	1	
1750-0046-195	Cab Headlights. Position: lower.	1	
1750-0072-592	12 VDC (or 24VDC) electrical outlet wired battery hot. Location: driver side dash.	1	
1750-0075	English dominant main cab gauge cluster.	1	
1750-0198-A31	Battery charger to be located behind driver's seat.	1	
1750-0215-172	Turn signal Whelen M6 LED arrow amber pair located upper headlight bezel.	1	
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	
1750-0435	Halogen cab headlights. TyphoonX, CIIX and QST2 only.	1	

Salescode	Extended Description	Qty	
CAB ELECTRICAL OPTIONS			
1750-0449	Momentary DPF regeneration override switch.	1	
5400-0037	Dome Lts Red/White Incandescent. Package includes two lights mounted in the front and two mounted in the rear of the cab. White light wire through door and light assembly mounted switch. Red light through light assembly mounted switch.	1	
BODY COMPT LEFT SIDE			
3100-0222	Driver half side tandem body with 42" wide forward and 42" wide rearward compartmentation.	1	
BODY COMPT RIGHT SIDE			
3120-0378	Officer half side tandem body with 42" wide forward and 42" wide rearward compartmentation.	1	
BODY COMPT REAR			
3110-0130	Rear end tanker. Includes smooth plate upper and lower panels and a smooth plate center strip for a Jet or Newton Dump application.	1	
3340-0080	Bolt-on diamond plate 18" tailboard (full width of body). Includes (2) squared off beavertails (no stanchions) with removable outer panels and handrails- (2) vertical on trailing edge of body and horizontal mounted handrail(s) below hosebed.	1	
DOORS			
3300-0289-003	Door double vertical hinged w/rotary latches - painted . Location(s): L1 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0289-004	Door double vertical hinged w/rotary latches - painted . Location(s): L2 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0289-015	Door double vertical hinged w/rotary latches - painted . Location(s): R1 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0289-016	Door double vertical hinged w/rotary latches - painted . Location(s): R2 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
COVERS			
3305-0007-000-13	Vinyl Black hose bed cover with attached rear flap(s).	1	
3305-0008-000-13	Vinyl Black crosslay cover with attached side flaps.	1	

Salescode	Extended Description	Qty	
PUMP MODULE			
3130-0167	Pump module to be 76" wide (side to side). Includes upper, lower, crosswalk, speedlay and tranverse module(s) if applicable.	1	
3130-0523	Side mount pump module. Extruded aluminum with runningboards.	1	
3130-0531	Pump panel opening is 33" wide. Tanker only.	1	
3130-0539	Pump module height is 75". Pumper / tanker only.	1	
PUMP PANELS			
3134-0016	Stainless steel driver and officer side pump panels.	1	
3134-0055	Officer side upper pump access panel to be horizontal hinged with stainless steel door. Includes (2) push button latches and (2) hold open devices.	1	
MISC PUMP PANEL OPTIONS			
4460-0003	Pump panel tags color coded per NFPA compliance.	1	
PUMP MODULE OPTIONS			
3136-0058	E-ONE logo mounted one each side on pump module/preconnect panels. Logos to be sized as applicable to available space on panels.	1	
3136-0138	Pump module storage pan.	1	
3136-0139	Crosslay double 7.5" wide each to hold up to 200' of 2.0" DJ hose (each).	1	
WATER TANK			
4010-0099	Fill tower(s) to be located offset to officer side of water tank.	1	
4010-0193	2530 Gallon Tandem "T" Water Tank. UPF Poly III color fill towers. Note: Any foam cell(s) and/or storage options thru the tank will reduce the overall water capacity.	1	
WATER TANK OPTIONS			
4020-0004	Newton dump mounting plate.	1	
TANK PLUMBING			
4020-0018	Rear tank dump. Includes painted steel assembly with manual actuated valve on top of dump assembly. For use with slip on extension and chute.	1	
4450-0010	2" tank fill Akron manual valve.	1	
4450-0121	3" Tank to pump Akron air actuated valve w/4" tank connection.	1	
4450-0149-198	2.5" rear direct tank fill. Includes swing handle control, swivel with droop and plug with retainer. Located to driver's side of the rear body.	1	
4450-0149-199	2.5" rear direct tank fill. Includes swing handle control, swivel with droop and plug with retainer. Located to officer's side of the rear body.	1	

Salescode	Extended Description	Qty	
LADDER STORAGE / RACKS			
3365-0189-198-L5	Manual drop-down portable tank storage rack. Includes forward and rearward securing clamps with manual releases. Locate rack to driver's side of body. Rack sized for steel framed 2500 portable tank.	1	
3365-0831	Hard Suction Storage Racks. Officer side hose bed side with adjustable tracks. Includes spring hold downs and scuff plates behind spring mounts (as applicable).	2	
HANDRAILS / STEPS			
3330-0277	Innovative Controls dual lighted LED folding steps rear NFPA. Includes folding steps on driver side rear of the body. (staggered stepped as applicable with tailboard depth) for NFPA hosebed access and handrail mounted on driver side upper hosebed side (as applicable).	1	
MISC BODY OPTIONS			
3340-0004	Hosebed above the booster tank. Includes forward hosebed and tower(s) cover plate work (as applicable). Hosebed adjustable divider extrusion rearward of the furthest tower is to run full width of the hosebed (as is practical with other hosebed mounted equipment).	1	
3340-0035	Divider Long. To run full length of hose bed (front to rear).	1	
3340-0058	Recessed fuel fill driver side wheel well.	1	
3340-0075	Body mainframe and hosebed side assemblies for a 90" high body.	1	
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
3340-0107	Diamond plate tandem axle wheel well. Includes bolt-on composite wheel well liners and fenderettes.	1	
3340-0110	The rear of each hose bed divider to have a hand hold cut-out(s).	1	
3340-0145	Rub rail for the body and pump area module(s).	1	
3340-0561	Access panel on back wall of the driver and officer side body compartments rearward of the wheel well for access to the frame mounted tow eyes.	1	
3340-0588	Slip-on painted steel dump elbow and 36" straight extension chute. Includes body mounted removable support arm and mounting brackets at rear of body for elbow and straight chute.	1	
3340-0681	Body mainframe layout line to be 24". Includes body and all applicable modules.	1	
PUMPS			
4005-0103	Rating 500 GPM.	1	
4005-0208	Hale AP50 PTO driven pump. Includes driver side 5" intake with cap (shipped loose). Capacity of 500GPM/1892LPM. Requires primer option.	1	

Salescode	Extended Description	Qty	
PUMP CERTIFICATION			
4475-0004	Pump certification 250-500 GPM	1	
PUMP OPTIONS			
4015-0037	Engine throttle, vernier.	1	
4015-0053-198	Steamers to be Flush + 1". Location: driver's side.	1	
4015-0098	Manual operated master pump drain. The master drain shall be clearly marked and placed in accessible location on pump panel.	1	
4015-0126	Hale PTO/MIDSHIP 250GPM to 1000gpm Pump Pressure Relief Valve	1	
4015-0238	Hale electric primer (oil-less).	1	
INTAKES			
4440-0005	2.5" Left Intake Akron Manual Valve.	1	
INTAKE OPTIONS			
4445-0009	Intake relief valve, Akron.	1	
DISCHARGES AND PRECONNECTS			
4415-0012-654	1.5" Crosslay with Akron manual valve. Location: crosslay 1 & 2.	2	
4415-0014-581	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 1.	1	
4415-0014-582	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 2.	1	
4415-0016-583	2.5" Right Pump Panel Discharge Akron Manual Valve. Location: right side discharge 1.	1	
DISCHARGE OPTIONS			
4417-0175	Innovative Controls push/pull valve controls with locking T handles.	1	
4417-0176	Innovative Controls 3/4" bleeder/drain valve include lift lever with ergonomic grip.	5	
4417-0185	Innovative Controls discharge and intake bezels with integral color code and verbiage for side mount pump panel.	1	
GAUGES			
4435-0069	Class 1 ENFO IV system on pump operator's panel.	1	
4435-0083	Innovative Controls 10 LED SL series water tank level gauge. On pump panel.	1	
4435-0085-230	Innovative Controls 10 LED SL series tank level water gauge, additional. Location: officer rear.	1	
4435-0246	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color	5	

Salescode	Extended Description	Qty	
GAUGES			
	code bezel.		
4435-0247	4" Innovative Controls stainless steel case master pressure gauges with bezel. Intake 30-0-400, and discharge 0-400.	1	
ELECTRICAL SYSTEMS			
5010-0036	V-MUX Electrical system for pumper / tanker / rescue.	1	
5010-0049	Vehicle data recorder - 2009 / 2016 NFPA compliant. Includes occupant detection shown in multiplex display. E-ONE chassis only.	1	
5010-0055-649	Vista IV display for V-MUX electrical system. Location: driver's side engine cover.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0504	Whelen MKEZ7 1.5" standard mount for front light bar (PR).	1	
5300-0506-000-4T	Front light bar LED color: Red with clear lenses (If applicable, includes side facing when colors are the same.)	1	
5300-0511	Light bar Whelen Freedom IV Model F4X7 72" with 8 LED modules. Location: Centered on the front cab roof.	1	
WARNING LIGHT PACKAGES			
5550-0149-536	Whelen M6 Super LED lower level warning light package. Includes (10) red M6R LED light heads w/chrome flanges. Locate side facing lights: at forward most position, in rear wheel well offset to front, and on side of beavertail.	1	
WARNING LIGHTS			
5600-0080-479-06	Whelen beacon with LED upper beacon and 700 series Super LED (PR) model B6LED with red domes and Red LEDs. Location: rear upper body on aerial style brackets.	1	
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
SIRENS			
5500-0009	Federal PA300 electronic siren recessed mounted.	1	
5500-0024-846	The primary electronic siren control is to be located center overhead console offset to driver side.	1	
SPEAKERS			
5510-0049-209	Whelen SP123BMC electronic siren speaker recessed in front bumper. Location: driver side front bumper.	1	
DOT LIGHTING			

Salescode	Extended Description	Qty	
DOT LIGHTING			
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0025	Marker light LED body/cab package. E-One custom cab and pumper or tanker body only.	1	
5150-0102	Whelen M6 series LED vertical mount tail lights. Includes LED stop/tail, arrow turn and back-up lights with vertical 3 light housing and weatherproof connectors.	1	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0011	Compartment light package LED for small bodies.	1	
5380-0030	Ground light package LED - small.	1	
LIGHTS - DECK AND SCENE			
5390-0003	Hose bed light Truck-Lite. Locate at the front area of the hose bed. Switched with work light switch in cab.	1	
5390-0022	Crosslay light Truck-Lite. Locate to rear of crosslay (SM) and forward of crosslay (TM as applicable). Switched with work light switch in cab.	1	
5390-0024-395	Deck Light - Truck-Lite (PR). Location: rear body/beavertail area on the trailing edge up high.	1	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
5400-0010	Incandescent pump compartment light (EA).	1	
5400-0259	TecNiq model E10 pump panel LED light package with (3) lights per side pump panel. Pump panels over 45" may require additional lights. Side mount only.	1	
CONTROLS / SWITCHES			
5100-0000-198	Foot switch to control air horns located driver's side.	1	
5100-0165	Audible door ajar alarm wired through door ajar light. For use with V-Mux Display only.	1	
CAMERAS / INTERCOM			
5350-0188	Federal Signal (Sony) back-up camera wire through multiplex display. Video displays automatically when transmission is in reverse.	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
HOSE / NOZZLES			
7700-0053	PVC suction hose 6" X 10'. LIGHTWEIGHT SUCTION ONLY HOSE	2	

Salescode	Extended Description	Qty	
MISC LOOSE EQUIPMENT			
7600-0016	Wheel chocks 44" NFPA compliant, pair (PR) of Zico SAC-44. Up to 44" diameter tires. Includes mounting brackets.	1	
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0089	All applicable pump/pre-connect application modules are to have a sanded finish (not painted job color). Includes upper and lower pump modules, crosswalk module and/or speedlay/pre-connect module (as applicable). Rear mounted body/pump module to be painted job color.	1	
8100-0116	Rear body surface to have a sanded finish (not painted job color). Includes hinged doors that do not have discrete sales codes and removable panels.	1	
8100-0176-000-17	Paint E-ONE chassis cab - Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0183-000-17	Paint Body - Large - For Aerials, T/A Tankers/Wetsides, Rear Mounts and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0186-000-39	Paint exterior surface of outer steel wheels. Sikkens paint. Color: Job Color.	1	
INTERIOR PAINT			
8150-0011	The interior of the cab to be painted Zolatone gray.	1	
STRIPING			
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	
8300-0330	Single NFPA Scotchlite Stripe - upto 6" wide and straight on cab and the body. Size, color and location as specified by the customer.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
GRAPHICS			
8400-0067	E-ONE logo with grey backing on M6 series vertical tail light housing (PR).	1	
WARRANTY / STANDARD			
9100-0003	Lifetime Frame Stuctural Warranty.	1	
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	

Salescode	Extended Description	Qty	
WARRANTY / STANDARD & EXTENDED			
9100-0005	10 Year Stainless Steel Plumbing Warranty - Statement of Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
9100-0039	1 year full warranty.	1	
9100-0090	25 Year frame rail corrosion warranty. Includes liners (if equipped).	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0016	Approval Drawings-Standard.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	
Dealer Supplied Equipment			

ITEM #14
1500 Tanker
Typhoon



Fire Apparatus Quotation for:
BUYBOARD COOPERATIVE PURCHASING
Typhoon 1500 Tanker
Item #14



Quotation Number: 72748 Rev: 13

Unit Description: TTSA-TYPH

Quote Description: Tanker, Tandem Axle, Side Mount, Typhoon

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
3090-0007	Hosebed hoseload allowance on the apparatus shall be 1200 lbs.	1	
3340-1137-11Z	Equipment allowance on the apparatus shall be 1000 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
BUMPERS			
1160-0000	Bumper 10" stainless steel.	1	
1160-0011	4" Front Bumper Extension.	1	
FRAME ASSEMBLY			
1250-0080	Frame assembly with 10.25 x 3.5 x .375 powder coated galvanized rails.	1	
1250-0083	Frame liner 9.375 x 3.125 x .375, galvanized and powder coated.	1	
1250-0092	GEOMET coated frame assembly fasteners.	1	
AXLE OPTIONS			
1025-0005	Meritor FL-941 front axle 18,700 lb.	1	
1025-0020	Meritor RT-46-160 rear tandem axle 46,000 lb. capacity.	1	
1025-0028	Koni shock absorbers for front axle - adjustable.	1	
SUSPENSIONS			
1070-0022	Rear suspension FIREMAAX EX model FMX-482 air ride rated equal to the capacity of the axles (40-48K). Requires TB modification on 4-jack aerals.	1	

Salescode	Extended Description	Qty	
SUSPENSIONS			
	(Raises OAH .5" over springs)		
WHEEL OPTIONS			
1050-0000	Steel wheels for front axle (2).	1	
1050-0004	Steel wheels for rear axles (8).	1	
1050-0007	Front axle wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center cap with E-ONE logo. Note: Center cap will have an inspection port IPO a logo if equipped with Stemco oil seals.	1	
1050-0009	Rear axle (tandem) wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center caps with E-ONE logo. E-ONE custom chassis w/steel wheels will have chrome plated plastic lug covers.	1	
TIRE OPTIONS			
1060-0007	Eight Michelin 11R tires model XZE2 for rear axles.	1	
1060-0119	RWC AirGuard LED tire pressure monitoring valve stem caps (10) for tandem rear axle applications.	1	
1060-0155	Two Michelin 385 tires model X MULTIWAY HD XZE for front axle.	1	
BRAKE SYSTEMS			
1100-0000	16-1/2" x 6" S-cam brakes with ArvinMeritor automatic slack adjusters for front axle.	1	
1100-0006	Parking brake release mounted on the driver's side lower dash.	1	
1100-0008	Brake system air 6X4.	1	
1100-0014	ArvinMeritor 16-1/2" x 7" S-cam brakes with cast brake drums for a tandem rear axle.	1	
1100-0026	G4 Electronic Stability Control (6x4), Includes RSC and ATC. Not available on 6x6 or commercial chassis.	1	
AIR SYSTEM OPTIONS			
1110-0000-001	Inlet for air system. Location: driver door jamb.	1	
1110-0002	Air dryer Bendix AD-9.	1	
1110-0006	Air lines nylon.	1	
1110-0041	Air horns Grover recessed in bumper (PR).	1	
ENGINES & TRANSMISSIONS			
1200-0017	Push-button transmission shift selector.	1	
1200-0020	TransSynd synthetic transmission fluid for EVS3000.	1	

Salescode	Extended Description	Qty	
ENGINES & TRANSMISSIONS			
1200-0096	Electronic speed limiting set at 60 MPH.	1	
1200-0340	Eng/Trans Cummins L9 400HP/EVS3000 2017 EPA compliant engine.	1	
SECONDARY BRAKING			
1125-0002	Jacobs engine compression brake.	1	
1125-0023	Transmission to seek second gear when Jacobs engine brake or Telma retarder is engaged. N/A with Trans retarder.	1	
COOLING PACKAGE			
1800-0013	Cooling system for use with Cyclone II X, Typhoon X, and Quest chassis. For use with 2010 - 2017 EPA engines. Includes coolant recovery system.	1	
FUEL SYSTEMS			
1350-0005	Fuel system 65 gallons.	1	
1350-0022	Fuel line hose rubber.	1	
ALTERNATOR			
1700-0003	Alternator Leece Neville 270 amp SAE, 240 amp NFPA rating.	1	
BATTERIES			
1400-0002	Battery four group 31 1000 CCA.	1	
CHASSIS OPTIONS			
1680-0005	Thermatic fan clutch.	1	
1680-0006	Drivelines 1710.	1	
1680-0012	Tow eyes rear frame painted black.	1	
1680-0042	Tow hooks front painted in the down position.	1	
1680-0250-M58	Diesel Exhaust Fluid (DEF) 5 gallon tank for 2013 / 2016 EPA engines. Location: left side below rear of cab.	1	
1680-0284	Radiator mounted power steering cooler.	1	
CAB MODEL			
1520-0175	Typhoon X stretched long cab with 74" CA.	1	
CAB ROOF TYPE			
1615-0010	Cab roof to be "flat" (non-vista).	1	
CAB BADGE PACKAGE			

Salescode	Extended Description	Qty	
CAB BADGE PACKAGE			
1610-0000	Cab and body to have applicable E-ONE logos.	1	
GRILLE			
1620-0004	ABS chrome plated grille.	1	
CAB DOOR OPTIONS			
1550-0003	Rear crew cab doors in the medium position.	1	
1550-0005	Driver and officer cab door windows. Include forward vent windows.	1	
1550-0011	Rear crew cab door windows. Includes manual roll-down actuation. Not available on Typhoon or CII with paddle style door latching.	1	
1550-0016	Cab door panels ABS.	1	
1550-0025	All cab doors shall have "L" style exterior latches.	1	
1550-0027	Front cab door windows to have manual actuation.	1	
1550-0037-659	(4) Incandescent cab step area lighting. Locate each light in on each cab door in the inboard position. Lights to be switched with door ajar.	1	
1550-0044	All cab door kick plates to be made from diamond plate aluminum.	1	
1550-0059-000-G6	Reflective Red/Lemon Yellow printed striping positioned in the "A" formation located on the cab door panels.	1	
1550-0077	Interior cab door locks - manual. Will have manual actuation from each respective door. Includes barrel style key lock on each exterior cab door.	1	
1550-0084	All cab exterior access doors to have 1250 keyed locks.	1	
MIRRORS			
1670-0003	Velvac 2010 mirrors. Door mounted west coast style with remote control and heat.	1	
MISC EXTERIOR CAB OPTIONS			
1550-0020	Windows cab side fixed driver's side.	1	
1550-0033	Windows cab side fixed officer's side.	1	
1675-0022	Pair of 18" handrails located just behind driver and officer front door one each side.	1	
1675-0023	Pair of 18" handrails located just behind driver and officer rear door (ALS doors if equipped) one each side.	1	
1675-0030	Mud flaps, front, black with E-ONE logo.	1	
1675-0046	Rear cab wall to be smooth 3/16" aluminum plate. Cab wall to be finish painted to match the cab paint scheme.	1	
1675-0202	Mounting plate for battery charger receptacle, indicator, air inlet, etc (if	1	

Salescode	Extended Description	Qty	
MISC EXTERIOR CAB OPTIONS			
	applicable). Plate to be removable brushed stainless steel.		
HVAC			
1515-0017	Air conditioning for the Typhoon X, CII X and Quest with Cummins ISC/ISL engine and radiator mounted condenser.	1	
1515-0053	Controls for heating and air conditioning shall be located in the center dash area. (Lower area on Typhoon and CII with severe duty dash)	1	
SEATS			
1510-0003	Seats, Inc. brand 911 cab seats.	1	
1510-0007	Seat cover material vinyl.	1	
1510-0008	Seat color gray.	1	
1510-0038	Driver seat 911 air ride.	1	
1510-0042	Officer seat to be 911 fixed SCBA.	1	
1510-0050	Rear facing 911 seat with SCBA driver's side.	1	
1510-0053	Rear facing 911 seat with SCBA officer's side.	1	
1685-0031	Seating capacity tag of four occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0000	Cab interior gray. Does not include engine cover or seat color.	1	
1685-0006	Padded sun visors, driver and officer's side overhead.	1	
1685-0168	ABS Dash package. Includes center and officer side dash, lower kick panels and "A" post covers.	1	
1685-0187	Severe duty engine cover, molded polyurethane.	1	
1685-0496	ABS overhead console. Includes front full width overhead, air conditioning plenum and rear facing blower.	1	
1685-0532	Stepped profile rear engine cover.	1	
CAB ELECTRICAL OPTIONS			
1750-0024-179-04	Auto-Eject receptacle inlet 20 amp located outside driver's door next to handrail with a Yellow cover.	1	
1750-0046-195	Cab Headlights. Position: lower.	1	
1750-0072-592	12 VDC (or 24VDC) electrical outlet wired battery hot. Location: driver side dash.	1	
1750-0075	English dominant main cab gauge cluster.	1	
1750-0198-A31	Battery charger to be located behind driver's seat.	1	
1750-0215-172	Turn signal Whelen M6 LED arrow amber pair located upper headlight bezel.	1	

Salescode	Extended Description	Qty	
CAB ELECTRICAL OPTIONS			
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	
1750-0435	Halogen cab headlights. TyphoonX, CIIX and QST2 only.	1	
1750-0449	Momentary DPF regeneration override switch.	1	
5400-0037	Dome Lts Red/White Incandescent. Package includes two lights mounted in the front and two mounted in the rear of the cab. White light wire through door and light assembly mounted switch. Red light through light assembly mounted switch.	1	
BODY COMPT LEFT SIDE			
3100-0222	Driver half side tandem body with 42" wide forward and 42" wide rearward compartmentation.	1	
BODY COMPT RIGHT SIDE			
3120-0378	Officer half side tandem body with 42" wide forward and 42" wide rearward compartmentation.	1	
BODY COMPT REAR			
3110-0130	Rear end tanker. Includes smooth plate upper and lower panels and a smooth plate center strip for a Jet or Newton Dump application.	1	
3340-0080	Bolt-on diamond plate 18" tailboard (full width of body). Includes (2) squared off beavertails (no stanchions) with removable outer panels and handrails- (2) vertical on trailing edge of body and horizontal mounted handrail(s) below hosebed.	1	
DOORS			
3300-0289-003	Door double vertical hinged w/rotary latches - painted . Location(s): L1 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0289-004	Door double vertical hinged w/rotary latches - painted . Location(s): L2 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0289-015	Door double vertical hinged w/rotary latches - painted . Location(s): R1 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0289-016	Door double vertical hinged w/rotary latches - painted . Location(s): R2 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
COVERS			

Salescode	Extended Description	Qty	
COVERS			
3305-0007-000-13	Vinyl Black hose bed cover with attached rear flap(s).	1	
3305-0008-000-13	Vinyl Black crosslay cover with attached side flaps.	1	
PUMP MODULE			
3130-0167	Pump module to be 76" wide (side to side). Includes upper, lower, crosswalk, speedlay and tranverse module(s) if applicable.	1	
3130-0523	Side mount pump module. Extruded aluminum with runningboards.	1	
3130-0532	Pump panel opening is 39" wide. Pumper / tanker only.	1	
3130-0539	Pump module height is 75". Pumper / tanker only.	1	
PUMP PANELS			
3134-0016	Stainless steel driver and officer side pump panels.	1	
3134-0055	Officer side upper pump access panel to be horizontal hinged with stainless steel door. Includes (2) push button latches and (2) hold open devices.	1	
MISC PUMP PANEL OPTIONS			
4460-0003	Pump panel tags color coded per NFPA compliance.	1	
PUMP MODULE OPTIONS			
3136-0058	E-ONE logo mounted one each side on pump module/preconnect panels. Logos to be sized as applicable to available space on panels.	1	
3136-0138	Pump module storage pan.	1	
3136-0139	Crosslay double 7.5" wide each to hold up to 200' of 2.0" DJ hose (each).	1	
WATER TANK			
4010-0099	Fill tower(s) to be located offset to officer side of water tank.	1	
4010-0193	2530 Gallon Tandem "T" Water Tank. UPF Poly III color fill towers. Note: Any foam cell(s) and/or storage options thru the tank will reduce the overall water capacity.	1	
WATER TANK OPTIONS			
4020-0004	Newton dump mounting plate.	1	
TANK PLUMBING			
4020-0018	Rear tank dump. Includes painted steel assembly with manual actuated valve on top of dump assembly. For use with slip on extension and chute.	1	
4450-0010	2" tank fill Akron manual valve.	1	
4450-0121	3" Tank to pump Akron air actuated valve w/4" tank connection.	1	

Salescode	Extended Description	Qty	
TANK PLUMBING			
4450-0149-198	2.5" rear direct tank fill. Includes swing handle control, swivel with droop and plug with retainer. Located to driver's side of the rear body.	1	
4450-0149-199	2.5" rear direct tank fill. Includes swing handle control, swivel with droop and plug with retainer. Located to officer's side of the rear body.	1	
LADDER STORAGE / RACKS			
3365-0189-198-L5	Manual drop-down portable tank storage rack. Includes forward and rearward securing clamps with manual releases. Locate rack to driver's side of body. Rack sized for steel framed 2500 portable tank.	1	
3365-0831	Hard Suction Storage Racks. Officer side hose bed side with adjustable tracks. Includes spring hold downs and scuff plates behind spring mounts (as applicable).	2	
HANDRAILS / STEPS			
3330-0277	Innovative Controls dual lighted LED folding steps rear NFPA. Includes folding steps on driver side rear of the body. (staggered stepped as applicable with tailboard depth) for NFPA hosebed access and handrail mounted on driver side upper hosebed side (as applicable).	1	
MISC BODY OPTIONS			
3340-0004	Hosebed above the booster tank. Includes forward hosebed and tower(s) cover plate work (as applicable). Hosebed adjustable divider extrusion rearward of the furthest tower is to run full width of the hosebed (as is practical with other hosebed mounted equipment).	1	
3340-0035	Divider Long. To run full length of hose bed (front to rear).	1	
3340-0058	Recessed fuel fill driver side wheel well.	1	
3340-0075	Body mainframe and hosebed side assemblies for a 90" high body.	1	
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
3340-0107	Diamond plate tandem axle wheel well. Includes bolt-on composite wheel well liners and fenderettes.	1	
3340-0110	The rear of each hose bed divider to have a hand hold cut-out(s).	1	
3340-0145	Rub rail for the body and pump area module(s).	1	
3340-0561	Access panel on back wall of the driver and officer side body compartments rearward of the wheel well for access to the frame mounted tow eyes.	1	
3340-0588	Slip-on painted steel dump elbow and 36" straight extension chute. Includes body mounted removable support arm and mounting brackets at rear of body for elbow and straight chute.	1	
3340-0681	Body mainframe layout line to be 24". Includes body and all applicable modules.	1	

Salescode	Extended Description	Qty	
PUMPS			
4005-0031	Rating 1500 GPM.	1	
4005-0196	Hale QMAX 1000-2250 GPM single stage pump. Requires primer option.	1	
PUMP CERTIFICATION			
4475-0000	Pump certification 750-2250 GPM	1	
PUMP OPTIONS			
4015-0038	Pump seal packing for Hale pump.	1	
4015-0053-198	Steamers to be Flush + 1". Location: driver's side.	1	
4015-0053-199	Steamers to be Flush + 1". Location: officer's side.	1	
4015-0098	Manual operated master pump drain. The master drain shall be clearly marked and placed in accessible location on pump panel.	1	
4015-0238	Hale electric primer (oil-less).	1	
INTAKES			
4440-0005	2.5" Left Intake Akron Manual Valve.	1	
INTAKE OPTIONS			
4445-0009	Intake relief valve, Akron.	1	
DISCHARGES AND PRECONNECTS			
4415-0012-654	1.5" Crosslay with Akron manual valve. Location: crosslay 1 & 2.	2	
4415-0014-581	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 1.	1	
4415-0014-582	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 2.	1	
4415-0016-584	2.5" Right Pump Panel Discharge Akron Manual Valve. Location: right side discharge 2.	1	
4415-0034-583	3" Right Pump Panel Discharge Akron Manual Valve (Waterous pumps noted location to be forward lower port). Location: right side discharge 1.	1	
4415-0041	3" Deck Gun Discharge, Akron manual valve. (outlet shall terminate with MNPT threads unless extend gun is install)	1	
4417-0106-L65	Deck gun piping to be positioned centered in deck gun channel.	1	
DISCHARGE OPTIONS			
4417-0175	Innovative Controls push/pull valve controls with locking T handles.	1	
4417-0176	Innovative Controls 3/4" bleeder/drain valve include lift lever with ergonomic grip.	7	

Salescode	Extended Description	Qty	
DISCHARGE OPTIONS			
4417-0185	Innovative Controls discharge and intake bezels with integral color code and verbiage for side mount pump panel.	1	
4417-0246	Dealer installed monitor, make and model as specified.	1	
PRESSURE GOVERNORS			
4465-0011	Class 1 TPG pressure governor. Includes, water, oil, volt and tachometer.	1	
GAUGES			
4435-0083	Innovative Controls 10 LED SL series water tank level gauge. On pump panel.	1	
4435-0085-230	Innovative Controls 10 LED SL series tank level water gauge, additional. Location: officer rear.	1	
4435-0246	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel.	7	
4435-0247	4" Innovative Controls stainless steel case master pressure gauges with bezel. Intake 30-0-400, and discharge 0-400.	1	
ELECTRICAL SYSTEMS			
5010-0036	V-MUX Electrical system for pumper / tanker / rescue.	1	
5010-0049	Vehicle data recorder - 2009 / 2016 NFPA compliant. Includes occupant detection shown in multiplex display. E-ONE chassis only.	1	
5010-0055-649	Vista IV display for V-MUX electrical system. Location: driver's side engine cover.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0504	Whelen MKEZ7 1.5" standard mount for front light bar (PR).	1	
5300-0506-000-4T	Front light bar LED color: Red with clear lenses (If applicable, includes side facing when colors are the same.)	1	
5300-0511	Light bar Whelen Freedom IV Model F4X7 72" with 8 LED modules. Location: Centered on the front cab roof.	1	
WARNING LIGHT PACKAGES			
5550-0149-536	Whelen M6 Super LED lower level warning light package. Includes (10) red M6R LED light heads w/chrome flanges. Locate side facing lights: at forward most position, in rear wheel well offset to front, and on side of beavertail.	1	
WARNING LIGHTS			
5600-0080-479-06	Whelen beacon with LED upper beacon and 700 series Super LED (PR) model B6LED with red domes and Red LEDs. Location: rear upper body on aerial style	1	

Salescode	Extended Description	Qty	
WARNING LIGHTS			
	brackets.		
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
SIRENS			
5500-0009	Federal PA300 electronic siren recessed mounted.	1	
5500-0024-846	The primary electronic siren control is to be located center overhead console offset to driver side.	1	
SPEAKERS			
5510-0029-209	Speaker, Federal Signal Dynamax ES100 with "E-ONE" grille through bumper. Location: driver side front bumper.	1	
DOT LIGHTING			
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0025	Marker light LED body/cab package. E-One custom cab and pumper or tanker body only.	1	
5150-0102	Whelen M6 series LED vertical mount tail lights. Includes LED stop/tail, arrow turn and back-up lights with vertical 3 light housing and weatherproof connectors.	1	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0030	Ground light package LED - small.	1	
5380-0276	Compartment light package TecNiq T440 4" LED for small bodies.	1	
LIGHTS - DECK AND SCENE			
5390-0024-395	Deck Light - Truck-Lite (PR). Location: rear body/beavertail area on the trailing edge up high.	1	
5390-0216	Hose bed light Optronics LED model TLL44 Locate at front of hose bed. Switched with work light switch in cab.	1	
5390-0217	Crosslay light Optronics LED model TLL44. Locate to rear of crosslay (SM) and forward of crosslay (TM as applicable). Switched with work light switch in cab.	1	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
5400-0011	LED pump compartment light (EA).	1	
5400-0259	TecNiq model E10 pump panel LED light package with (3) lights per side pump panel. Pump panels over 45" may require additional lights. Side mount only.	1	
CONTROLS / SWITCHES			

Salescode	Extended Description	Qty	
CONTROLS / SWITCHES			
5100-0000-198	Foot switch to control air horns located driver's side.	1	
5100-0165	Audible door ajar alarm wired through door ajar light. For use with V-Mux Display only.	1	
CAMERAS / INTERCOM			
5350-0188	Federal Signal (Sony) back-up camera wire through multiplex display. Video displays automatically when transmission is in reverse.	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
HOSE / NOZZLES			
7700-0053	PVC suction hose 6" X 10'. LIGHTWEIGHT SUCTION ONLY HOSE	2	
MISC LOOSE EQUIPMENT			
7600-0016	Wheel chocks 44" NFPA compliant, pair (PR) of Zico SAC-44. Up to 44" diameter tires. Includes mounting brackets.	1	
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0089	All applicable pump/pre-connect application modules are to have a sanded finish (not painted job color). Includes upper and lower pump modules, crosswalk module and/or speedlay/pre-connect module (as applicable). Rear mounted body/pump module to be painted job color.	1	
8100-0116	Rear body surface to have a sanded finish (not painted job color). Includes hinged doors that do not have discrete sales codes and removable panels.	1	
8100-0176-000-17	Paint E-ONE chassis cab - Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0183-000-17	Paint Body - Large - For Aerials, T/A Tankers/Wetsides, Rear Mounts and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0186-000-39	Paint exterior surface of outer steel wheels. Sikkens paint. Color: Job Color.	1	
INTERIOR PAINT			
8150-0011	The interior of the cab to be painted Zolatone gray.	1	
STRIPING			
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	

Salescode	Extended Description	Qty	
STRIPING			
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
GRAPHICS			
8400-0067	E-ONE logo with grey backing on M6 series vertical tail light housing (PR).	1	
WARRANTY / STANDARD			
9100-0003	Lifetime Frame Structural Warranty.	1	
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0005	10 Year Stainless Steel Plumbing Warranty - Statement of Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
9100-0039	1 year full warranty.	1	
9100-0090	25 Year frame rail corrosion warranty. Includes liners (if equipped).	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0016	Approval Drawings-Standard.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	
Dealer Supplied Equipment			

ITEM #16

HP75 Ladder

Typhoon



Fire Apparatus Quotation for:
BUYBOARD COOPERATIVE PURCHASING
Typhoon HP75 Ladder
Item #16



Quotation Number: 72761 Rev: 12

Unit Description: AERM-TYPH-075L

Quote Description: Aerial Rear Mount, Typhoon, HP75 Ladder

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0001	Hosebed hoseload allowance on the apparatus shall be 1000 lbs.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
3340-1137-12C	Equipment allowance on the apparatus shall be 2500 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
BUMPERS			
1160-0000	Bumper 10" stainless steel.	1	
1160-0011	4" Front Bumper Extension.	1	
1160-0020	License plate holder mounted center of front bumper.	1	
FRAME ASSEMBLY			
1250-0080	Frame assembly with 10.25 x 3.5 x .375 powder coated galvanized rails.	1	
1250-0083	Frame liner 9.375 x 3.125 x .375, galvanized and powder coated.	1	
1250-0092	GEOMET coated frame assembly fasteners.	1	
AXLE OPTIONS			
1025-0018	Meritor RS-30-185 single rear axle 31,000 lb. capacity.	1	
1025-0028	Koni shock absorbers for front axle - adjustable.	1	
1025-0123	Meritor FL941 front axle 19,840 lb.	1	
SUSPENSIONS			
1070-0012	Reyco rear suspension springs rated equal to the capacity of the axle.	1	

Salescode	Extended Description	Qty	
WHEEL OPTIONS			
1050-0007	Front axle wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center cap with E-ONE logo. Note: Center cap will have an inspection port IPO a logo if equipped with Stemco oil seals.	1	
1050-0008	Rear axle (single) wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center cap with E-ONE logo. E-ONE custom chassis w/steel wheels will have chrome plated plastic lug covers.	1	
1050-0044	Accuride aluminum wheels for front axle (2).	1	
1050-0045	Accuride aluminum wheels for rear axle (4).	1	
TIRE OPTIONS			
1060-0006	Four Michelin 315 tires model XZA-1 for rear axle	1	
1060-0117	RWC AirGuard LED tire pressure monitoring valve stem caps (6) for single rear axle applications.	1	
1060-0155	Two Michelin 385 tires model X MULTIWAY HD XZE for front axle.	1	
BRAKE SYSTEMS			
1100-0000	16-1/2" x 6" S-cam brakes with ArvinMeritor automatic slack adjusters for front axle.	1	
1100-0002	ArvinMeritor 16-1/2" x 7" S-cam brakes with cast brake drums for a single rear axle.	1	
1100-0005	Brake system air 4X2/4X4.	1	
1100-0006	Parking brake release mounted on the driver's side lower dash.	1	
AIR SYSTEM OPTIONS			
1110-0000-001	Inlet for air system. Location: driver door jamb.	1	
1110-0002	Air dryer Bendix AD-9.	1	
1110-0006	Air lines nylon.	1	
1110-0041	Air horns Grover recessed in bumper (PR).	1	
ENGINES & TRANSMISSIONS			
1200-0017	Push-button transmission shift selector.	1	
1200-0020	TransSynd synthetic transmission fluid for EVS3000.	1	
1200-0096	Electronic speed limiting set at 60 MPH.	1	
1200-0341	Eng/Trans Cummins L9 450HP/EVS3000 2017 EPA compliant engine.	1	
SECONDARY BRAKING			

Salescode	Extended Description	Qty	
SECONDARY BRAKING			
1125-0002	Jacobs engine compression brake.	1	
1125-0023	Transmission to seek second gear when Jacobs engine brake or Telma retarder is engaged. N/A with Trans retarder.	1	
COOLING PACKAGE			
1800-0013	Cooling system for use with Cyclone II X, Typhoon X, and Quest chassis. For use with 2010 - 2017 EPA engines. Includes coolant recovery system.	1	
FUEL SYSTEMS			
1350-0003	Fuel system 50 gallon.	1	
1350-0022	Fuel line hose rubber.	1	
ALTERNATOR			
1700-0005	Alternator Leece Neville 320 amp. 320 amp SAE/272 amp NFPA.	1	
BATTERIES			
1400-0002	Battery four group 31 1000 CCA.	1	
CHASSIS OPTIONS			
1680-0005	Thermatic fan clutch.	1	
1680-0006	Drivelines 1710.	1	
1680-0008	Tow eyes front painted below bumper/cab (PR).	1	
1680-0012	Tow eyes rear frame painted black.	1	
1680-0051	Aerial hydraulic activation system.	1	
1680-0250-M58	Diesel Exhaust Fluid (DEF) 5 gallon tank for 2013 / 2016 EPA engines. Location: left side below rear of cab.	1	
CAB MODEL			
1520-0012	Typhoon X long cab with 67.5" CA	1	
CAB ROOF TYPE			
1615-0010	Cab roof to be "flat" (non-vista).	1	
CAB BADGE PACKAGE			
1610-0000	Cab and body to have applicable E-ONE logos.	1	
GRILLE			
1620-0004	ABS chrome plated grille.	1	

Salescode	Extended Description	Qty	
CAB DOOR OPTIONS			
1550-0003	Rear crew cab doors in the medium position.	1	
1550-0005	Driver and officer cab door windows. Include forward vent windows.	1	
1550-0011	Rear crew cab door windows. Includes manual roll-down actuation. Not available on Typhoon or CII with paddle style door latching.	1	
1550-0016	Cab door panels ABS.	1	
1550-0025	All cab doors shall have "L" style exterior latches.	1	
1550-0027	Front cab door windows to have manual actuation.	1	
1550-0038-659	(4) LED cab step area lighting. Locate each light on each cab door in the inboard position. Lights to be switched with door ajar.	1	
1550-0044	All cab door kick plates to be made from diamond plate aluminum.	1	
1550-0059-000-G6	Reflective Red/Lemon Yellow printed striping positioned in the "A" formation located on the cab door panels.	1	
1550-0077	Interior cab door locks - manual. Will have manual actuation from each respective door. Includes barrel style key lock on each exterior cab door.	1	
1550-0083	All cab exterior access doors to have CH751 keyed locks.	1	
CAB STEP OPTIONS			
1640-0045-158	Step below cab door. Open back style with angled corners. Located driver's front door. Steps under front cab doors shall not interfere with approach angle.	1	
1640-0045-159	Step below cab door. Open back style with angled corners. Located officer's front door. Steps under front cab doors shall not interfere with approach angle.	1	
1640-0045-160	Step below cab door. Open back style with angled corners. Located driver side rear door. Steps under front cab doors shall not interfere with approach angle.	1	
1640-0045-161	Step below cab door. Open back style with angled corners. Located officer side rear door. Steps under front cab doors shall not interfere with approach angle.	1	
MIRRORS			
1670-0003	Velvac 2010 mirrors. Door mounted west coast style with remote control and heat.	1	
MISC EXTERIOR CAB OPTIONS			
1550-0020	Windows cab side fixed driver's side.	1	
1550-0033	Windows cab side fixed officer's side.	1	
1675-0022	Pair of 18" handrails located just behind driver and officer front door one each side.	1	
1675-0023	Pair of 18" handrails located just behind driver and officer rear door (ALS doors if equipped) one each side.	1	

Salescode	Extended Description	Qty	
MISC EXTERIOR CAB OPTIONS			
1675-0030	Mud flaps, front, black with E-ONE logo.	1	
1675-0046	Rear cab wall to be smooth 3/16" aluminum plate. Cab wall to be finish painted to match the cab paint scheme.	1	
1675-0202	Mounting plate for battery charger receptacle, indicator, air inlet, etc (if applicable). Plate to be removable brushed stainless steel.	1	
HVAC			
1515-0017	Air conditioning for the Typhoon X, CII X and Quest with Cummins ISC/ISL engine and radiator mounted condenser.	1	
1515-0048	Controls for heating and air conditioning shall be located in the driver side lower dash area. For use without front air bags only.	1	
SEATS			
1510-0003	Seats, Inc. brand 911 cab seats.	1	
1510-0007	Seat cover material vinyl.	1	
1510-0008	Seat color gray.	1	
1510-0035-147	Universal air pack bottle bracket (EA). Location: officer's seat.	1	
1510-0035-148	Universal air pack bottle bracket (EA). Location: rear facing driver's side.	1	
1510-0035-151	Universal air pack bottle bracket (EA). Location: inboard driver's side rear wall.	1	
1510-0035-152	Universal air pack bottle bracket (EA). Location: inboard officer's side rear wall.	1	
1510-0035-215	Universal air pack bottle bracket (EA). Location: rear facing officer's side.	1	
1510-0038	Driver seat 911 air ride.	1	
1510-0042	Officer seat to be 911 fixed SCBA.	1	
1510-0050	Rear facing 911 seat with SCBA driver's side.	1	
1510-0053	Rear facing 911 seat with SCBA officer's side.	1	
1510-0062	Two man bench centered on rear wall with 911 SCBA backs. Includes angled corners.	1	
1685-0033	Seating capacity tag of six occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0000	Cab interior gray. Does not include engine cover or seat color.	1	
1685-0005	Lexan sun visors, driver and officer's side overhead.	1	
1685-0168	ABS Dash package. Includes center and officer side dash, lower kick panels and "A" post covers.	1	
1685-0187	Severe duty engine cover, molded polyurethane.	1	

Salescode	Extended Description	Qty	
MISC INTERIOR CAB OPTIONS			
1685-0496	ABS overhead console. Includes front full width overhead, air conditioning plenum and rear facing blower.	1	
1685-0532	Stepped profile rear engine cover.	1	
CAB ELECTRICAL OPTIONS			
1750-0046-195	Cab Headlights. Position: lower.	1	
1750-0059-179-04	Receptacle inlet 20 amp with a Yellow cover. Location: outside driver's door next to handrail.	1	
1750-0072-592	12 VDC (or 24VDC) electrical outlet wired battery hot. Location: driver side dash.	1	
1750-0075	English dominant main cab gauge cluster.	1	
1750-0158	Dome Lts Red/White LED. Package includes two lights mounted in the front and two mounted in the rear of the cab. White light wired through door and light assembly switch. Red light through light assembly switch.	1	
1750-0198-A31	Battery charger to be located behind driver's seat.	1	
1750-0215-172	Turn signal Whelen M6 LED arrow amber pair located upper headlight bezel.	1	
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	
1750-0435	Halogen cab headlights. TyphoonX, CIIX and QST2 only.	1	
1750-0449	Momentary DPF regeneration override switch.	1	
1750-0666	Aerial PTO hourmeter in cab.	1	
BODY MODEL			
3080-0010	Body aerial HP75 / HP78 SideStacker Quest / CII / Typhoon with pump. Single axle. Includes pocket style drop down step at left rear staircase. The rear access doors to match the rear body finish.	1	
BODY COMPT REAR			
3110-0360	Rear of body to have un-painted smooth plate overlay style body panels to facilitate rear body striping.	1	
AERIAL BODY OPTIONS			
3310-0033	Pike pole/ladder storage. Available on HP75 SideStacker only. The access door to match the rear body finish.	1	
3310-0051	Crosslay double to hold up to 200' of 2.0" DJ (each). Includes storage pan to rear of crosslays (if applicable).	1	
3310-0090	Hose bed depth 18" HP75 / HP78 SideStacker. Will hold up to 1200' of 5" LDH. Capacity will be reduced with diamond plate covers.	1	
3310-0161	Jack leg opening covers diamond plate (2) sets. Includes diamond plate outrigger	1	

Salescode	Extended Description	Qty	
AERIAL BODY OPTIONS			
	covers and fixed diamond plate filler panels.		
3310-0314	Auxiliary jack pad 24X24 (2) with 20 degree formed handle. Includes mounting brackets.	1	
DOORS			
3300-0017-004	Door roll up short (up to 45") with satin finish ROM. Location(s): L2.	1	
3300-0017-005	Door roll up short (up to 45") with satin finish ROM. Location(s): L3.	1	
3300-0017-015	Door roll up short (up to 45") with satin finish ROM. Location(s): R1.	1	
3300-0019-003	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L1.	1	
3300-0019-006	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L4.	1	
3300-0289-016	Door double vertical hinged w/rotary latches - painted . Location(s): R2 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
COVERS			
3305-0007-000-13	Vinyl Black hose bed cover with attached rear flap(s).	1	
3305-0008-000-13	Vinyl Black crosslay cover with attached side flaps.	1	
PUMP MODULE			
3130-0076	Pump panel opening is 48.5" wide.	1	
PUMP PANELS			
3134-0016	Stainless steel driver and officer side pump panels.	1	
3134-0055	Officer side upper pump access panel to be horizontal hinged with stainless steel door. Includes (2) push button latches and (2) hold open devices.	1	
MISC PUMP PANEL OPTIONS			
4460-0003	Pump panel tags color coded per NFPA compliance.	1	
WATER TANK			
4010-0198	500 gallon "T" water tank. UPF Poly III blue fill tower.	1	
TANK PLUMBING			
4450-0010	2" tank fill Akron manual valve.	1	
4450-0022	3" tank to pump Akron manual valve.	1	
LADDER STORAGE / RACKS			
3365-0014-610	Dual ladder tunnel for HP75 / HP78 SideStacker. Ladder rack to hold: PEL3-35,	1	

Salescode	Extended Description	Qty	
LADDER STORAGE / RACKS			
	PEL-24 and (2) PRL-16. Requires roof ladder option on base section of aerial to meet 115' NFPA requirement.		
HANDRAILS / STEPS			
3330-0001	Slide-out platform, integral driver side running board (includes hand rail as applicable).	1	
MISC BODY OPTIONS			
3340-0015	Diamond plate single axle wheel well. Includes bolt-on composite wheel well liners and aluminum trim fenderettes.	1	
3340-0035	Divider Long. To run full length of hose bed (front to rear).	1	
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
3340-0110	The rear of each hose bed divider to have a hand hold cut-out(s).	1	
3340-0270	The painted aerial body side panels shall be smooth / flush. Applies to SideStacker HB side, panels next to water tank on MM, and upper body sides on RLP.	1	
PUMPS			
4005-0031	Rating 1500 GPM.	1	
4005-0196	Hale QMAX 1000-2250 GPM single stage pump. Requires primer option.	1	
PUMP CERTIFICATION			
4475-0000	Pump certification 750-2250 GPM	1	
PUMP OPTIONS			
4015-0038	Pump seal packing for Hale pump.	1	
4015-0053-198	Steamers to be Flush + 1". Location: driver's side.	1	
4015-0053-199	Steamers to be Flush + 1". Location: officer's side.	1	
4015-0073	Manual operated master pump drain. The master drain shall be clearly marked and placed in accessible location below running board on driver side (or area directly to rear of panel if no room below panel).	1	
4015-0210	Pump cooler with Innovative Control 1/4 turn valve with "T" handle and label.	1	
4015-0238	Hale electric primer (oil-less).	1	
INTAKES			
4440-0005	2.5" Left Intake Akron Manual Valve.	1	
INTAKE OPTIONS			

Salescode	Extended Description	Qty	
INTAKE OPTIONS			
4445-0009	Intake relief valve, Akron.	1	
DISCHARGES AND PRECONNECTS			
4415-0012-654	1.5" Crosslay with Akron manual valve. Location: crosslay 1 & 2.	2	
4415-0051	4" Waterway Discharge with 3" Akron Manual Valve.	1	
4415-0161-581	2.5" Left Panel Discharge Akron Manual Valve w/30 Degree Chrome Droop. Location: left side discharge 1.	1	
4415-0161-582	2.5" Left Panel Discharge Akron Manual Valve w/30 Degree Chrome Droop. Location: left side discharge 2.	1	
4415-0164-583	2.5" Right Panel Discharge Akron Manual Valve w/30 Degree Chrome Droop. Location: right side discharge 1.	1	
4415-0164-584	2.5" Right Panel Discharge Akron Manual Valve w/30 Degree Chrome Droop. Location: right side discharge 2.	1	
DISCHARGE OPTIONS			
4417-0175	Innovative Controls push/pull valve controls with locking T handles.	1	
4417-0176	Innovative Controls 3/4" bleeder/drain valve include lift lever with ergonomic grip.	7	
4417-0185	Innovative Controls discharge and intake bezels with integral color code and verbiage for side mount pump panel.	1	
PRESSURE GOVERNORS			
4465-0011	Class 1 TPG pressure governor. Includes, water, oil, volt and tachometer.	1	
GAUGES			
4435-0083	Innovative Controls 10 LED SL series water tank level gauge. On pump panel.	1	
4435-0246	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel.	7	
4435-0247	4" Innovative Controls stainless steel case master pressure gauges with bezel. Intake 30-0-400, and discharge 0-400.	1	
ELECTRICAL SYSTEMS			
5010-0039	V-MUX Electrical system for aerials.	1	
5010-0049	Vehicle data recorder - 2009 / 2016 NFPA compliant. Includes occupant detection shown in multiplex display. E-ONE chassis only.	1	
5010-0055-649	Vista IV display for V-MUX electrical system. Location: driver's side engine cover.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	

Salescode	Extended Description	Qty	
LIGHT BARS			
5300-0506-000-4T	Front light bar LED color: Red with clear lenses (If applicable, includes side facing when colors are the same.)	1	
5300-0515	Whelen MKEZ7 1.5" standard mount for mini front light bars (4).	1	
5300-0524-035	Whelen F4 Mini-Freedom LED light bars (PR) 21.5" with 5 LEDs in each bar. Location: front cab corners at 20 degree angle.	1	
WARNING LIGHT PACKAGES			
5550-0483-537-4U	Whelen C-Series model C6L Super LED lower level warning light package. Includes (10) light heads with bezels. Color: Red with red lenses. Locate side facing lights: at forward most position, on side of cab down low just ahead of rear door, and on rear fixed outrigger cover.	1	
WARNING LIGHTS			
5600-0078-268-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location each side of pump module offset to the rear.	1	
5600-0078-479-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location rear upper body on aerial style brackets.	1	
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
SIRENS			
5500-0015	Whelen model 295SLSA1 siren with microphone (replaced 295HFSA1).	1	
5500-0024-170	The primary electronic siren control is to be located center overhead.	1	
SPEAKERS			
5510-0049-209	Whelen SP123BMC electronic siren speaker recessed in front bumper. Location: driver side front bumper.	1	
DOT LIGHTING			
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0026	Marker light LED body/cab package. E-ONE custom cab with aerial ladder, Mid-Mount platform or Bronto bodies only.	1	
5150-0129	Whelen M6 series LED horizontal mount tail lights. Includes LED stop/tail, arrow turn and back-up lights individually mounted with weatherproof connectors.	1	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0012	Compartment light package Truck-Lite LED for medium bodies.	1	
5380-0030	Ground light package LED - small.	1	
5380-0036	Step light package body LED - small.	1	

Salescode	Extended Description	Qty	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0323	The auxiliary steps below the cab doors to have EON LED lights to illuminate the stepping surface and ground below (IPO lights indicated in the main ground light package).	1	
5380-0325	EON LED ladder tunnel light (EA).	3	
LIGHTS - DECK AND SCENE			
5390-0001	Hose bed light Unity. Locate at front area of hose bed. Switched with work light switch in cab.	1	
5390-0005	Crosslay light deck Unity. Locate to rear of crosslay (SM) or forward of crosslay (TM).	1	
5390-0018-445	Whelen 600 series 26 degree scenelights (PR) with weatherproof connectors. Switch in cab (driver and officer side facing lights switched separately). Locate up high on rear access door.	1	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
5400-0010	Incandescent pump compartment light (EA).	1	
5400-0259	TecNiq model E10 pump panel LED light package with (3) lights per side pump panel. Pump panels over 45" may require additional lights. Side mount only.	1	
CONTROLS / SWITCHES			
5100-0000-198	Foot switch to control air horns located driver's side.	1	
5100-0000-199	Foot switch to control air horns located officer's side.	1	
5100-0165	Audible door ajar alarm wired through door ajar light. For use with V-Mux Display only.	1	
CAMERAS / INTERCOM			
5350-0156	FRC ACT 2-way aerial intercom.	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
AERIAL MODEL			
6100-0005	Ladder HP75 with waterway. Includes left side console with cover, split steps at tip and jack leg flood lights.	1	
AERIAL HYDRAULIC SYSTEM OPTIONS			
6150-0003-216	Gauge aerial hydraulic oil level. Electronic display to be located on pump operator's panel.	1	

Salescode	Extended Description	Qty	
AERIAL CONTROLS			
6850-0026	Direct hydraulic aerial control system.	1	
MONITORS			
6300-0017	Monitor painted silver from OEM.	1	
6300-0077	Monitor Akron StreamMaster II w/5177 electric nozzle 1000 GPM for ladder. Includes tip and base controls.	1	
AERIAL WARNING LIGHTS			
6550-0001	Outrigger warning lights (PR) LED. Truck-Lite model 91R.	1	
AERIAL LIGHTING			
6560-0041	Whelen LED model PFBP12C at base (PR).	1	
6560-0163-231	Light Whelen Micro Pioneer model MPPWCS low profile pedestal mount with a white housing with chrome cover. Switched at light head and base console. Location(s): left side tip.	1	
WATERWAY OPTIONS			
6350-0000	Pinned waterway - upgrade. Waterway pins to section 2 or 3 on HP75 / HP78 and to section 3 or 4 on LTH100, HM100, HR100 and CR100.	1	
6350-0005	Rear 4" NST waterway inlet for rear mounted aerals. Includes chrome cap.	1	
6350-0010	Flowminder with single readout and totalizer for the aerial waterway to be located at the aerial control station.	1	
6350-0067	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel. Locate next to waterway inlet.	1	
AERIAL LADDER BRACKETS			
6600-0002-250	Roof ladder bracket J style mount. Locate outside base section for a PRL-16 on left side of base section. Available on HP75/78, HP100, and HP95.	1	
SIGN PLATES			
6750-0000-000-39	Aerial sign plates 10 x 144 (PR). Available on Booms, HP75 and HP100 only. Does not include lettering. Color: Job Color.	1	
AERIAL TESTING			
6900-0000	Aerial flow test - 3rd party.	1	
6900-0007	Aerial 2016 NFPA Certification.	1	
GROUND LADDERS			
7800-0002	Alco-Lite FL-10, 10' folding ladder without shoes.	1	

Salescode	Extended Description	Qty	
GROUND LADDERS			
7800-0010	Alco-Lite PRL-16' roof ladder.	3	
7800-0016	Alco-Lite PEL-24' 2-section extension ladder.	1	
7800-0023	Alco-Lite PEL3-35' 3-section extension ladder.	1	
MISC LOOSE EQUIPMENT			
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0089	All applicable pump/pre-connect application modules are to have a sanded finish (not painted job color). Includes upper and lower pump modules, crosswalk module and/or speedlay/pre-connect module (as applicable). Rear mounted body/pump module to be painted job color.	1	
8100-0116	Rear body surface to have a sanded finish (not painted job color). Includes hinged doors that do not have discrete sales codes and removable panels.	1	
8100-0176-000-17	Paint E-ONE chassis cab - Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0183-000-17	Paint Body - Large - For Aerials, T/A Tankers/Wetsides, Rear Mounts and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0354	Paint lift cylinders, extension cylinders and upper turntable steelwork primary job color (does not apply to TT deck).	1	
INTERIOR PAINT			
8150-0011	The interior of the cab to be painted Zolatone gray.	1	
STRIPING			
8200-0015	White reflective tape on (2) outriggers.	1	
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
GRAPHICS			
8400-0022	Logo E-ONE (PR) on aerial lift cylinder. Logo to be black and white reflective material approx 14" long located midway along outward surface of cylinder.	1	
WARRANTY / STANDARD			

Salescode	Extended Description	Qty	
WARRANTY / STANDARD			
9100-0000	Standard 1 Year Warranty.	1	
9100-0003	Lifetime Frame Stuctural Warranty.	1	
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0005	10 Year Stainless Steel Plumbing Warranty - Statement of Warranty.	1	
9100-0007	20 Year Aerial Device Structural Warranty - Integrity Limited Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
9100-0090	25 Year frame rail corrosion warranty. Includes liners (if equipped).	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0000	Vehicle familiarization aerial (Domestic). 3 days. Use 9300-0315 for additional days.	1	
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0016	Approval Drawings-Standard.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	
Dealer Supplied Equipment			

ITEM #17

HP78 Ladder

Typhoon



Fire Apparatus Quotation for:
BUYBOARD COOPERATIVE PURCHASING
Typhoon HP78 Ladder
Item #17



Quotation Number: 72762 Rev: 8

Unit Description: AERM-CYC2-078L

Quote Description: Aerial Rear Mount, Cyclone II, HP78 Ladder

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0001	Hosebed hoseload allowance on the apparatus shall be 1000 lbs.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
3340-1137-12C	Equipment allowance on the apparatus shall be 2500 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
BUMPERS			
1160-0000	Bumper 10" stainless steel.	1	
1160-0011	4" Front Bumper Extension.	1	
FRAME ASSEMBLY			
1250-0081	Frame assembly with 12 x 3.5 x .375 powder coated galvanized rails.	1	
1250-0084	Frame liner 11.125 x 3.125 x .375, galvanized and powder coated.	1	
1250-0092	GEOMET coated frame assembly fasteners.	1	
AXLE OPTIONS			
1025-0028	Koni shock absorbers for front axle - adjustable.	1	
1025-0097	Meritor RS-30-185 single rear axle 33,000 lb. capacity. Requires 16.5" x 8.625" cast shoe brakes and 33K suspension.	1	
1025-0123	Meritor FL941 front axle 19,840 lb.	1	
SUSPENSIONS			
1070-0017	Reyco rear spring suspension w/aux 33K rating.	1	

Salescode	Extended Description	Qty	
WHEEL OPTIONS			
1050-0007	Front axle wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center cap with E-ONE logo. Note: Center cap will have an inspection port IPO a logo if equipped with Stemco oil seals.	1	
1050-0008	Rear axle (single) wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center cap with E-ONE logo. E-ONE custom chassis w/steel wheels will have chrome plated plastic lug covers.	1	
1050-0044	Accuride aluminum wheels for front axle (2).	1	
1050-0045	Accuride aluminum wheels for rear axle (4).	1	
TIRE OPTIONS			
1060-0006	Four Michelin 315 tires model XZA-1 for rear axle	1	
1060-0117	RWC AirGuard LED tire pressure monitoring valve stem caps (6) for single rear axle applications.	1	
1060-0155	Two Michelin 385 tires model X MULTIWAY HD XZE for front axle.	1	
BRAKE SYSTEMS			
1100-0000	16-1/2" x 6" S-cam brakes with ArvinMeritor automatic slack adjusters for front axle.	1	
1100-0005	Brake system air 4X2/4X4.	1	
1100-0006	Parking brake release mounted on the driver's side lower dash.	1	
1100-0036	16.5" x 8.625" P-Cast S-cam brakes for 27,000 - 33,000 Meritor axle.	1	
AIR SYSTEM OPTIONS			
1110-0000-001	Inlet for air system. Location: driver door jamb.	1	
1110-0002	Air dryer Bendix AD-9.	1	
1110-0006	Air lines nylon.	1	
1110-0041	Air horns Grover recessed in bumper (PR).	1	
ENGINES & TRANSMISSIONS			
1200-0017	Push-button transmission shift selector.	1	
1200-0020	TransSynd synthetic transmission fluid for EVS3000.	1	
1200-0096	Electronic speed limiting set at 60 MPH.	1	
1200-0341	Eng/Trans Cummins L9 450HP/EVS3000 2017 EPA compliant engine.	1	
SECONDARY BRAKING			
1125-0002	Jacobs engine compression brake.	1	

Salescode	Extended Description	Qty	
SECONDARY BRAKING			
1125-0023	Transmission to seek second gear when Jacobs engine brake or Telma retarder is engaged. N/A with Trans retarder.	1	
COOLING PACKAGE			
1800-0013	Cooling system for use with Cyclone II X, Typhoon X, and Quest chassis. For use with 2010 - 2017 EPA engines. Includes coolant recovery system.	1	
FUEL SYSTEMS			
1350-0003	Fuel system 50 gallon.	1	
1350-0022	Fuel line hose rubber.	1	
ALTERNATOR			
1700-0005	Alternator Leece Neville 320 amp. 320 amp SAE/272 amp NFPA.	1	
BATTERIES			
1400-0002	Battery four group 31 1000 CCA.	1	
CHASSIS OPTIONS			
1680-0005	Thermatic fan clutch.	1	
1680-0006	Drivelines 1710.	1	
1680-0008	Tow eyes front painted below bumper/cab (PR).	1	
1680-0012	Tow eyes rear frame painted black.	1	
1680-0051	Aerial hydraulic activation system.	1	
1680-0250-M58	Diesel Exhaust Fluid (DEF) 5 gallon tank for 2013 / 2016 EPA engines. Location: left side below rear of cab.	1	
CAB MODEL			
1520-0010	Cyclone II X long cab with 67.5" CA	1	
CAB ROOF TYPE			
1615-0010	Cab roof to be "flat" (non-vista).	1	
CAB BADGE PACKAGE			
1610-0000	Cab and body to have applicable E-ONE logos.	1	
CAB DOOR OPTIONS			
1550-0003	Rear crew cab doors in the medium position.	1	
1550-0006	Driver and officer cab door windows. Include rear fixed window.	1	

Salescode	Extended Description	Qty	
CAB DOOR OPTIONS			
1550-0011	Rear crew cab door windows. Includes manual roll-down actuation. Not available on Typhoon or CII with paddle style door latching.	1	
1550-0016	Cab door panels ABS.	1	
1550-0025	All cab doors shall have "L" style exterior latches.	1	
1550-0027	Front cab door windows to have manual actuation.	1	
1550-0037-659	(4) Incandescent cab step area lighting. Locate each light in on each cab door in the inboard position. Lights to be switched with door ajar.	1	
1550-0044	All cab door kick plates to be made from diamond plate aluminum.	1	
1550-0059-000-G6	Reflective Red/Lemon Yellow printed striping positioned in the "A" formation located on the cab door panels.	1	
1550-0077	Interior cab door locks - manual. Will have manual actuation from each respective door. Includes barrel style key lock on each exterior cab door.	1	
1550-0084	All cab exterior access doors to have 1250 keyed locks.	1	
CAB STEP OPTIONS			
1640-0045-158	Step below cab door. Open back style with angled corners. Located driver's front door. Steps under front cab doors shall not interfere with approach angle.	1	
1640-0045-159	Step below cab door. Open back style with angled corners. Located officer's front door. Steps under front cab doors shall not interfere with approach angle.	1	
1640-0045-160	Step below cab door. Open back style with angled corners. Located driver side rear door. Steps under front cab doors shall not interfere with approach angle.	1	
1640-0045-161	Step below cab door. Open back style with angled corners. Located officer side rear door. Steps under front cab doors shall not interfere with approach angle.	1	
MIRRORS			
1670-0001-274	Ramco 6001FFR mirrors. Remote controlled with top CAS750 convex. Location: mounted on front corners of cab.	1	
MISC EXTERIOR CAB OPTIONS			
1550-0020	Windows cab side fixed driver's side.	1	
1550-0033	Windows cab side fixed officer's side.	1	
1675-0022	Pair of 18" handrails located just behind driver and officer front door one each side.	1	
1675-0023	Pair of 18" handrails located just behind driver and officer rear door (ALS doors if equipped) one each side.	1	
1675-0030	Mud flaps, front, black with E-ONE logo.	1	
1675-0046	Rear cab wall to be smooth 3/16" aluminum plate. Cab wall to be finish painted	1	

Salescode	Extended Description	Qty	
MISC EXTERIOR CAB OPTIONS			
	to match the cab paint scheme.		
1675-0202	Mounting plate for battery charger receptacle, indicator, air inlet, etc (if applicable). Plate to be removable brushed stainless steel.	1	
HVAC			
1515-0017	Air conditioning for the Typhoon X, CII X and Quest with Cummins ISC/ISL engine and radiator mounted condenser.	1	
1515-0053	Controls for heating and air conditioning shall be located in the center dash area. (Lower area on Typhoon and CII with severe duty dash)	1	
SEATS			
1510-0003	Seats, Inc. brand 911 cab seats.	1	
1510-0007	Seat cover material vinyl.	1	
1510-0008	Seat color gray.	1	
1510-0035-147	Universal air pack bottle bracket (EA). Location: officer's seat.	1	
1510-0035-148	Universal air pack bottle bracket (EA). Location: rear facing driver's side.	1	
1510-0035-151	Universal air pack bottle bracket (EA). Location: inboard driver's side rear wall.	1	
1510-0035-152	Universal air pack bottle bracket (EA). Location: inboard officer's side rear wall.	1	
1510-0035-215	Universal air pack bottle bracket (EA). Location: rear facing officer's side.	1	
1510-0038	Driver seat 911 air ride.	1	
1510-0042	Officer seat to be 911 fixed SCBA.	1	
1510-0050	Rear facing 911 seat with SCBA driver's side.	1	
1510-0053	Rear facing 911 seat with SCBA officer's side.	1	
1510-0062	Two man bench centered on rear wall with 911 SCBA backs. Includes angled corners.	1	
1685-0033	Seating capacity tag of six occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0000	Cab interior gray. Does not include engine cover or seat color.	1	
1685-0006	Padded sun visors, driver and officer's side overhead.	1	
1685-0168	ABS Dash package. Includes center and officer side dash, lower kick panels and "A" post covers.	1	
1685-0187	Severe duty engine cover, molded polyurethane.	1	
1685-0496	ABS overhead console. Includes front full width overhead, air conditioning plenum and rear facing blower.	1	

Salescode	Extended Description	Qty	
MISC INTERIOR CAB OPTIONS			
1685-0532	Stepped profile rear engine cover.	1	
CAB ELECTRICAL OPTIONS			
1750-0024-179-04	Auto-Eject receptacle inlet 20 amp located outside driver's door next to handrail with a Yellow cover.	1	
1750-0046-195	Cab Headlights. Position: lower.	1	
1750-0072-592	12 VDC (or 24VDC) electrical outlet wired battery hot. Location: driver side dash.	1	
1750-0075	English dominant main cab gauge cluster.	1	
1750-0158	Dome Lts Red/White LED. Package includes two lights mounted in the front and two mounted in the rear of the cab. White light wired through door and light assembly switch. Red light through light assembly switch.	1	
1750-0198-A31	Battery charger to be located behind driver's seat.	1	
1750-0215-172	Turn signal Whelen M6 LED arrow amber pair located upper headlight bezel.	1	
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	
1750-0435	Halogen cab headlights. TyphoonX, CIIX and QST2 only.	1	
1750-0449	Momentary DPF regeneration override switch.	1	
1750-0666	Aerial PTO hourmeter in cab.	1	
BODY MODEL			
3080-0010	Body aerial HP75 / HP78 SideStacker Quest / CII / Typhoon with pump. Single axle. Includes pocket style drop down step at left rear staircase. The rear access doors to match the rear body finish.	1	
BODY COMPT REAR			
3110-0360	Rear of body to have un-painted smooth plate overlay style body panels to facilitate rear body striping.	1	
AERIAL BODY OPTIONS			
3310-0033	Pike pole/ladder storage. Available on HP75 SideStacker only. The access door to match the rear body finish.	1	
3310-0051	Crosslay double to hold up to 200' of 2.0" DJ (each). Includes storage pan to rear of crosslays (if applicable).	1	
3310-0090	Hose bed depth 18" HP75 / HP78 SideStacker. Will hold up to 1200' of 5" LDH. Capacity will be reduced with diamond plate covers.	1	
3310-0161	Jack leg opening covers diamond plate (2) sets. Includes diamond plate outrigger covers and fixed diamond plate filler panels.	1	
3310-0314	Auxiliary jack pad 24X24 (2) with 20 degree formed handle. Includes mounting	1	

Salescode	Extended Description	Qty	
AERIAL BODY OPTIONS			
	brackets.		
DOORS			
3300-0017-004	Door roll up short (up to 45") with satin finish ROM. Location(s): L2.	1	
3300-0017-005	Door roll up short (up to 45") with satin finish ROM. Location(s): L3.	1	
3300-0017-015	Door roll up short (up to 45") with satin finish ROM. Location(s): R1.	1	
3300-0019-003	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L1.	1	
3300-0019-006	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L4.	1	
3300-0289-016	Door double vertical hinged w/rotary latches - painted . Location(s): R2 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
COVERS			
3305-0007-000-13	Vinyl Black hose bed cover with attached rear flap(s).	1	
3305-0008-000-13	Vinyl Black crosslay cover with attached side flaps.	1	
PUMP MODULE			
3130-0076	Pump panel opening is 48.5" wide.	1	
PUMP PANELS			
3134-0016	Stainless steel driver and officer side pump panels.	1	
3134-0055	Officer side upper pump access panel to be horizontal hinged with stainless steel door. Includes (2) push button latches and (2) hold open devices.	1	
MISC PUMP PANEL OPTIONS			
4460-0003	Pump panel tags color coded per NFPA compliance.	1	
WATER TANK			
4010-0198	500 gallon "T" water tank. UPF Poly III blue fill tower.	1	
TANK PLUMBING			
4450-0010	2" tank fill Akron manual valve.	1	
4450-0022	3" tank to pump Akron manual valve.	1	
LADDER STORAGE / RACKS			
3365-0014-610	Dual ladder tunnel for HP75 / HP78 SideStacker. Ladder rack to hold: PEL3-35, PEL-24 and (2) PRL-16. Requires roof ladder option on base section of aerial to meet 115' NFPA requirement.	1	

Salescode	Extended Description	Qty	
HANDRAILS / STEPS			
3330-0002-050	Slide-out platform, rollerless. Includes chrome grab handle centered on the front face of the platform (includes hand rail as applicable). Located below driver side pump panel.	1	
3330-0100-V90	Step below body. Located below front of officer side pump panel. Each location requires a minimum of (1) handrail / handhold per NFPA.	1	
MISC BODY OPTIONS			
3340-0015	Diamond plate single axle wheel well. Includes bolt-on composite wheel well liners and aluminum trim fenderettes.	1	
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
3340-0270	The painted aerial body side panels shall be smooth / flush. Applies to SideStacker HB side, panels next to water tank on MM, and upper body sides on RLP.	1	
PUMPS			
4005-0031	Rating 1500 GPM.	1	
4005-0196	Hale QMAX 1000-2250 GPM single stage pump. Requires primer option.	1	
PUMP CERTIFICATION			
4475-0000	Pump certification 750-2250 GPM	1	
PUMP OPTIONS			
4015-0038	Pump seal packing for Hale pump.	1	
4015-0053-198	Steamers to be Flush + 1". Location: driver's side.	1	
4015-0053-199	Steamers to be Flush + 1". Location: officer's side.	1	
4015-0073	Manual operated master pump drain. The master drain shall be clearly marked and placed in accessible location below running board on driver side (or area directly to rear of panel if no room below panel).	1	
4015-0210	Pump cooler with Innovative Control 1/4 turn valve with "T" handle and label.	1	
4015-0238	Hale electric primer (oil-less).	1	
INTAKES			
4440-0005	2.5" Left Intake Akron Manual Valve.	1	
INTAKE OPTIONS			
4445-0009	Intake relief valve, Akron.	1	
DISCHARGES AND PRECONNECTS			

Salescode	Extended Description	Qty	
DISCHARGES AND PRECONNECTS			
4415-0012-654	1.5" Crosslay with Akron manual valve. Location: crosslay 1 & 2.	2	
4415-0051	4" Waterway Discharge with 3" Akron Manual Valve.	1	
4415-0161-581	2.5" Left Panel Discharge Akron Manual Valve w/30 Degree Chrome Droop. Location: left side discharge 1.	1	
4415-0161-582	2.5" Left Panel Discharge Akron Manual Valve w/30 Degree Chrome Droop. Location: left side discharge 2.	1	
4415-0164-583	2.5" Right Panel Discharge Akron Manual Valve w/30 Degree Chrome Droop. Location: right side discharge 1.	1	
4415-0164-584	2.5" Right Panel Discharge Akron Manual Valve w/30 Degree Chrome Droop. Location: right side discharge 2.	1	
DISCHARGE OPTIONS			
4417-0175	Innovative Controls push/pull valve controls with locking T handles.	1	
4417-0176	Innovative Controls 3/4" bleeder/drain valve include lift lever with ergonomic grip.	7	
4417-0185	Innovative Controls discharge and intake bezels with integral color code and verbiage for side mount pump panel.	1	
PRESSURE GOVERNORS			
4465-0011	Class 1 TPG pressure governor. Includes, water, oil, volt and tachometer.	1	
GAUGES			
4435-0083	Innovative Controls 10 LED SL series water tank level gauge. On pump panel.	1	
4435-0246	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel.	7	
4435-0247	4" Innovative Controls stainless steel case master pressure gauges with bezel. Intake 30-0-400, and discharge 0-400.	1	
ELECTRICAL SYSTEMS			
5010-0039	V-MUX Electrical system for aerals.	1	
5010-0049	Vehicle data recorder - 2009 / 2016 NFPA compliant. Includes occupant detection shown in multiplex display. E-ONE chassis only.	1	
5010-0055-649	Vista IV display for V-MUX electrical system. Location: driver's side engine cover.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0506-000-4T	Front light bar LED color: Red with clear lenses (If applicable, includes side facing	1	

Salescode	Extended Description	Qty	
LIGHT BARS			
	when colors are the same.)		
5300-0514	Whelen MK9S short slide bolt bracket mount for mini front light bars (4).	1	
5300-0524-035	Whelen F4 Mini-Freedom LED light bars (PR) 21.5" with 5 LEDs in each bar. Location: front cab corners at 20 degree angle.	1	
WARNING LIGHT PACKAGES			
5550-0483-537-4U	Whelen C-Series model C6L Super LED lower level warning light package. Includes (10) light heads with bezels. Color: Red with red lenses. Locate side facing lights: at forward most position, on side of cab down low just ahead of rear door, and on rear fixed outrigger cover.	1	
WARNING LIGHTS			
5600-0078-268-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location each side of pump module offset to the rear.	1	
5600-0078-479-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location rear upper body on aerial style brackets.	1	
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
SIRENS			
5500-0015	Whelen model 295SLSA1 siren with microphone (replaced 295HFSA1).	1	
5500-0024-170	The primary electronic siren control is to be located center overhead.	1	
SPEAKERS			
5510-0049-209	Whelen SP123BMC electronic siren speaker recessed in front bumper. Location: driver side front bumper.	1	
DOT LIGHTING			
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0026	Marker light LED body/cab package. E-ONE custom cab with aerial ladder, Mid-Mount platform or Bronto bodies only.	1	
5150-0129	Whelen M6 series LED horizontal mount tail lights. Includes LED stop/tail, arrow turn and back-up lights individually mounted with weatherproof connectors.	1	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0277	Compartment light package TecNiq T440 4" LED for medium bodies.	1	
5380-0279	Ground light package TecNiq T440 4" LED - small.	1	
5380-0285	Step light package body TecNiq T440 4" LED - small.	1	
5380-0323	The auxiliary steps below the cab doors to have EON LED lights to illuminate the stepping surface and ground below (IPO lights indicated in the main ground light	1	

Salescode	Extended Description	Qty	
LIGHTS - COMPARTMENT, STEP & GROUND			
	package).		
5380-0325	EON LED ladder tunnel light (EA).	3	
LIGHTS - DECK AND SCENE			
5390-0018-445	Whelen 600 series 26 degree scenelights (PR) with weatherproof connectors. Switch in cab (driver and officer side facing lights switched separately). Locate up high on rear access door.	1	
5390-0216	Hose bed light Optronics LED model TLL44 Locate at front of hose bed. Switched with work light switch in cab.	1	
5390-0217	Crosslay light Optronics LED model TLL44. Locate to rear of crosslay (SM) and forward of crosslay (TM as applicable). Switched with work light switch in cab.	1	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
5400-0011	LED pump compartment light (EA).	1	
5400-0259	TecNiq model E10 pump panel LED light package with (3) lights per side pump panel. Pump panels over 45" may require additional lights. Side mount only.	1	
CONTROLS / SWITCHES			
5100-0000-198	Foot switch to control air horns located driver's side.	1	
5100-0165	Audible door ajar alarm wired through door ajar light. For use with V-Mux Display only.	1	
CAMERAS / INTERCOM			
5350-0156	FRC ACT 2-way aerial intercom.	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
AERIAL MODEL			
6100-0028	Ladder HP78 750 lb tip load with waterway. Includes left side console with cover, split steps at tip and jack leg flood lights.	1	
AERIAL HYDRAULIC SYSTEM OPTIONS			
6150-0003-216	Gauge aerial hydraulic oil level. Electronic display to be located on pump operator's panel.	1	
AERIAL CONTROLS			
6850-0026	Direct hydraulic aerial control system.	1	

Salescode	Extended Description	Qty	
MONITORS			
6300-0017	Monitor painted silver from OEM.	1	
6300-0077	Monitor Akron StreamMaster II w/5177 electric nozzle 1000 GPM for ladder. Includes tip and base controls.	1	
AERIAL WARNING LIGHTS			
6550-0001	Outrigger warning lights (PR) LED. Truck-Lite model 91R.	1	
AERIAL LIGHTING			
6560-0041	Whelen LED model PFBP12C at base (PR).	1	
6560-0163-231	Light Whelen Micro Pioneer model MPPWCS low profile pedestal mount with a white housing with chrome cover. Switched at light head and base console. Location(s): left side tip.	1	
WATERWAY OPTIONS			
6350-0000	Pinned waterway - upgrade. Waterway pins to section 2 or 3 on HP75 / HP78 and to section 3 or 4 on LTH100, HM100, HR100 and CR100.	1	
6350-0005	Rear 4" NST waterway inlet for rear mounted aerials. Includes chrome cap.	1	
6350-0010	Flowminder with single readout and totalizer for the aerial waterway to be located at the aerial control station.	1	
6350-0067	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel. Locate next to waterway inlet.	1	
AERIAL LADDER BRACKETS			
6600-0002-248	Roof ladder bracket J style mount. Locate outside base section for a PRL-14 on left side of base section. Available on HP75/78, HP100, and HP95.	1	
SIGN PLATES			
6750-0004-000-39	Aerial sign plates 12 x 144 (PR). Available on HP78, HP100 and HP100 platform only. Does not include lettering. Color: Job Color.	1	
AERIAL TESTING			
6900-0000	Aerial flow test - 3rd party.	1	
6900-0007	Aerial 2016 NFPA Certification.	1	
GROUND LADDERS			
7800-0002	Alco-Lite FL-10, 10' folding ladder without shoes.	1	
7800-0007	Alco-Lite PRL-14' roof ladder.	1	
7800-0010	Alco-Lite PRL-16' roof ladder.	2	

Salescode	Extended Description	Qty	
GROUND LADDERS			
7800-0016	Alco-Lite PEL-24' 2-section extension ladder.	1	
7800-0023	Alco-Lite PEL3-35' 3-section extension ladder.	1	
MISC LOOSE EQUIPMENT			
7600-0016	Wheel chocks 44" NFPA compliant, pair (PR) of Zico SAC-44. Up to 44" diameter tires. Includes mounting brackets.	1	
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0089	All applicable pump/pre-connect application modules are to have a sanded finish (not painted job color). Includes upper and lower pump modules, crosswalk module and/or speedlay/pre-connect module (as applicable). Rear mounted body/pump module to be painted job color.	1	
8100-0116	Rear body surface to have a sanded finish (not painted job color). Includes hinged doors that do not have discrete sales codes and removable panels.	1	
8100-0176-000-17	Paint E-ONE chassis cab - Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0183-000-17	Paint Body - Large - For Aerials, T/A Tankers/Wetsides, Rear Mounts and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0354	Paint lift cylinders, extension cylinders and upper turntable steelwork primary job color (does not apply to TT deck).	1	
INTERIOR PAINT			
8150-0011	The interior of the cab to be painted Zolatone gray.	1	
STRIPING			
8200-0015	White reflective tape on (2) outriggers.	1	
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
GRAPHICS			
8400-0022	Logo E-ONE (PR) on aerial lift cylinder. Logo to be black and white reflective material approx 14" long located midway along outward surface of cylinder.	1	

Salescode	Extended Description	Qty	
WARRANTY / STANDARD			
9100-0000	Standard 1 Year Warranty.	1	
9100-0003	Lifetime Frame Stuctural Warranty.	1	
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0005	10 Year Stainless Steel Plumbing Warranty - Statement of Warranty.	1	
9100-0007	20 Year Aerial Device Structural Warranty - Integrity Limited Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
9100-0090	25 Year frame rail corrosion warranty. Includes liners (if equipped).	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0000	Vehicle familiarization aerial (Domestic). 3 days. Use 9300-0315 for additional days.	1	
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0016	Approval Drawings-Standard.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	
Dealer Supplied Equipment			

ITEM #18

HP100 Ladder

Cyclone II



Fire Apparatus Quotation for:
BUYBOARD COOPERATIVE PURCHASING
Cyclone II HP100 Ladder
Item #18



Quotation Number: 72765 Rev: 15

Unit Description: AERM-CYC2-100L

Quote Description: Aerial Rear Mount, Cyclone II, 100 Foot Ladder

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0001	Hosebed hoseload allowance on the apparatus shall be 1000 lbs.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
3340-1137-12C	Equipment allowance on the apparatus shall be 2500 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
BUMPERS			
1160-0000	Bumper 10" stainless steel.	1	
1160-0011	4" Front Bumper Extension.	1	
FRAME ASSEMBLY			
1250-0005	Frame - Torque box for tandem axle RM aerial.	1	
1250-0092	GEOMET coated frame assembly fasteners.	1	
AXLE OPTIONS			
1025-0012	Meritor FL-943 front axle 21,000 lb.	1	
1025-0022	Meritor RT-50-160 rear tandem axle 52,000 lb. capacity.	1	
1025-0028	Koni shock absorbers for front axle - adjustable.	1	
SUSPENSIONS			
1070-0002	Rear suspension springs rated equal to the capacity of the axles.	1	
WHEEL OPTIONS			
1050-0007	Front axle wheel trim kit. Includes stainless steel lug nut covers (chrome plated	1	

Salescode	Extended Description	Qty	
WHEEL OPTIONS			
	plastic if applicable) and center cap with E-ONE logo. Note: Center cap will have an inspection port IPO a logo if equipped with Stemco oil seals.		
1050-0009	Rear axle (tandem) wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center caps with E-ONE logo. E-ONE custom chassis w/steel wheels will have chrome plated plastic lug covers.	1	
1050-0044	Accuride aluminum wheels for front axle (2).	1	
1050-0046	Accuride aluminum wheels for rear axles (8).	1	
TIRE OPTIONS			
1060-0008	Eight Michelin 12R tires model XZE for rear axles	1	
1060-0046	Two Michelin 425 tires model XFE for front axle.	1	
1060-0119	RWC AirGuard LED tire pressure monitoring valve stem caps (10) for tandem rear axle applications.	1	
BRAKE SYSTEMS			
1100-0000	16-1/2" x 6" S-cam brakes with ArvinMeritor automatic slack adjusters for front axle.	1	
1100-0006	Parking brake release mounted on the driver's side lower dash.	1	
1100-0008	Brake system air 6X4.	1	
1100-0014	ArvinMeritor 16-1/2" x 7" S-cam brakes with cast brake drums for a tandem rear axle.	1	
AIR SYSTEM OPTIONS			
1110-0000-001	Inlet for air system. Location: driver door jamb.	1	
1110-0002	Air dryer Bendix AD-9.	1	
1110-0006	Air lines nylon.	1	
1110-0041	Air horns Grover recessed in bumper (PR).	1	
ENGINES & TRANSMISSIONS			
1200-0017	Push-button transmission shift selector.	1	
1200-0021	TransSynd synthetic transmission fluid for EVS 4000.	1	
1200-0096	Electronic speed limiting set at 60 MPH.	1	
1200-0317	Eng/Trans Cummins ISX12 500HP with EVS4000 transmission. 2016 EPA Compliant.	1	
SECONDARY BRAKING			
1125-0002	Jacobs engine compression brake.	1	

Salescode	Extended Description	Qty	
SECONDARY BRAKING			
1125-0023	Transmission to seek second gear when Jacobs engine brake or Telma retarder is engaged. N/A with Trans retarder.	1	
COOLING PACKAGE			
1800-0013	Cooling system for use with Cyclone II X, Typhoon X, and Quest chassis. For use with 2010 - 2017 EPA engines. Includes coolant recovery system.	1	
FUEL SYSTEMS			
1350-0004	Fuel system 50 gallon saddle tanks.	1	
1350-0022	Fuel line hose rubber.	1	
ALTERNATOR			
1700-0019	Alternator Niehoff 360 amp (360 amp SAE/320 NFPA rating). Available only on ISX12 and ISX15.	1	
BATTERIES			
1400-0002	Battery four group 31 1000 CCA.	1	
CHASSIS OPTIONS			
1680-0005	Thermatic fan clutch.	1	
1680-0007	Drivelines 1810. Required on 1550 lb/ft torque or greater engines.	1	
1680-0008	Tow eyes front painted below bumper/cab (PR).	1	
1680-0012	Tow eyes rear frame painted black.	1	
1680-0051	Aerial hydraulic activation system.	1	
1680-0250-M58	Diesel Exhaust Fluid (DEF) 5 gallon tank for 2013 / 2016 EPA engines. Location: left side below rear of cab.	1	
CAB MODEL			
1520-0010	Cyclone II X long cab with 67.5" CA	1	
CAB ROOF TYPE			
1615-0004	Cab roof to be "flat" with trough for waterway. Required with HM100 (with waterway), HP100 (all), CR100/92 Pltfrm (SdStckr and W/O/P) or HP/HPS100 Pltfrm (all).	1	
CAB BADGE PACKAGE			
1610-0000	Cab and body to have applicable E-ONE logos.	1	
CAB DOOR OPTIONS			

Salescode	Extended Description	Qty	
CAB DOOR OPTIONS			
1550-0003	Rear crew cab doors in the medium position.	1	
1550-0005	Driver and officer cab door windows. Include forward vent windows.	1	
1550-0011	Rear crew cab door windows. Includes manual roll-down actuation. Not available on Typhoon or CII with paddle style door latching.	1	
1550-0016	Cab door panels ABS.	1	
1550-0025	All cab doors shall have "L" style exterior latches.	1	
1550-0027	Front cab door windows to have manual actuation.	1	
1550-0038-659	(4) LED cab step area lighting. Locate each light on each cab door in the inboard position. Lights to be switched with door ajar.	1	
1550-0044	All cab door kick plates to be made from diamond plate aluminum.	1	
1550-0059-000-G6	Reflective Red/Lemon Yellow printed striping positioned in the "A" formation located on the cab door panels.	1	
1550-0077	Interior cab door locks - manual. Will have manual actuation from each respective door. Includes barrel style key lock on each exterior cab door.	1	
1550-0083	All cab exterior access doors to have CH751 keyed locks.	1	
MIRRORS			
1670-0003	Velvac 2010 mirrors. Door mounted west coast style with remote control and heat.	1	
MISC EXTERIOR CAB OPTIONS			
1550-0020	Windows cab side fixed driver's side.	1	
1550-0033	Windows cab side fixed officer's side.	1	
1675-0022	Pair of 18" handrails located just behind driver and officer front door one each side.	1	
1675-0023	Pair of 18" handrails located just behind driver and officer rear door (ALS doors if equipped) one each side.	1	
1675-0030	Mud flaps, front, black with E-ONE logo.	1	
1675-0046	Rear cab wall to be smooth 3/16" aluminum plate. Cab wall to be finish painted to match the cab paint scheme.	1	
1675-0201	Large radius cab wheel well. Includes bolt-on adjustable wheel well trim.	1	
1675-0202	Mounting plate for battery charger receptacle, indicator, air inlet, etc (if applicable). Plate to be removable brushed stainless steel.	1	
HVAC			
1515-0018	Air conditioning for the Typhoon X, CII X and Quest with roof top mounted condenser.	1	

Salescode	Extended Description	Qty	
HVAC			
1515-0048	Controls for heating and air conditioning shall be located in the driver side lower dash area. For use without front air bags only.	1	
SEATS			
1510-0003	Seats, Inc. brand 911 cab seats.	1	
1510-0007	Seat cover material vinyl.	1	
1510-0008	Seat color gray.	1	
1510-0035-147	Universal air pack bottle bracket (EA). Location: officer's seat.	1	
1510-0035-148	Universal air pack bottle bracket (EA). Location: rear facing driver's side.	1	
1510-0035-151	Universal air pack bottle bracket (EA). Location: inboard driver's side rear wall.	1	
1510-0035-152	Universal air pack bottle bracket (EA). Location: inboard officer's side rear wall.	1	
1510-0035-215	Universal air pack bottle bracket (EA). Location: rear facing officer's side.	1	
1510-0038	Driver seat 911 air ride.	1	
1510-0042	Officer seat to be 911 fixed SCBA.	1	
1510-0050	Rear facing 911 seat with SCBA driver's side.	1	
1510-0053	Rear facing 911 seat with SCBA officer's side.	1	
1510-0062	Two man bench centered on rear wall with 911 SCBA backs. Includes angled corners.	1	
1685-0033	Seating capacity tag of six occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0000	Cab interior gray. Does not include engine cover or seat color.	1	
1685-0006	Padded sun visors, driver and officer's side overhead.	1	
1685-0168	ABS Dash package. Includes center and officer side dash, lower kick panels and "A" post covers.	1	
1685-0187	Severe duty engine cover, molded polyurethane.	1	
1685-0496	ABS overhead console. Includes front full width overhead, air conditioning plenum and rear facing blower.	1	
1685-0532	Stepped profile rear engine cover.	1	
CAB ELECTRICAL OPTIONS			
1750-0024-179-04	Auto-Eject receptacle inlet 20 amp located outside driver's door next to handrail with a Yellow cover.	1	
1750-0046-195	Cab Headlights. Position: lower.	1	
1750-0072-592	12 VDC (or 24VDC) electrical outlet wired battery hot. Location: driver side dash.	1	

Salescode	Extended Description	Qty	
CAB ELECTRICAL OPTIONS			
1750-0075	English dominant main cab gauge cluster.	1	
1750-0158	Dome Lts Red/White LED. Package includes two lights mounted in the front and two mounted in the rear of the cab. White light wired through door and light assembly switch. Red light through light assembly switch.	1	
1750-0198-A31	Battery charger to be located behind driver's seat.	1	
1750-0215-172	Turn signal Whelen M6 LED arrow amber pair located upper headlight bezel.	1	
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	
1750-0435	Halogen cab headlights. TyphoonX, CIIX and QST2 only.	1	
1750-0449	Momentary DPF regeneration override switch.	1	
1750-0666	Aerial PTO hourmeter in cab.	1	
BODY SPEC			
3090-0000	Body Specs - SideStacker aerial with tandem axle. Includes left rear staircase with pocket style drop down step.	1	
BODY COMPT REAR			
3110-0360	Rear of body to have un-painted smooth plate overlay style body panels to facilitate rear body striping.	1	
AERIAL BODY OPTIONS			
3310-0000	Compartments driver side tandem axle HP SideStacker. Includes rescue style compartments.	1	
3310-0007	Compartments officer side tandem axle HP SideStacker. Includes rescue style compartments ahead of wheel well with standard hosebed.	1	
3310-0032	Recessed tubes for (6) pike poles. Not available on HP75 SideStacker.	1	
3310-0051	Crosslay double to hold up to 200' of 2.0" DJ (each). Includes storage pan to rear of crosslays (if applicable).	1	
3310-0069	Rear ladder tunnel doors. Vertically hinged smooth plate to match rear body finish.	1	
3310-0162	Jack leg opening covers diamond plate (4) sets. Includes diamond plate outrigger covers and fixed diamond plate filler panels. HM100/110 requires surface mount warning lights.	1	
3310-0303	Auxiliary jack pad 24X24 (4) with 20 degree formed handle. Includes (4) mounting brackets.	1	
3310-0513	Fuel fill hinged door and fixed panel below door each side to rear of rear axle to be diamond plate.	1	
DOORS			

Salescode	Extended Description	Qty	
DOORS			
3300-0007-017	Door single vertical hinged painted. Location(s): R3	1	
3300-0007-018	Door single vertical hinged painted. Location(s): R4	1	
3300-0011-005	Door single horizontal hinged lift-up box pan configuration painted. Location(s): L3	1	
3300-0011-006	Door single horizontal hinged lift-up box pan configuration painted. Location(s): L4	1	
3300-0019-003	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L1.	1	
3300-0019-004	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L2.	1	
3300-0019-007	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L5.	1	
3300-0019-008	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L6.	1	
3300-0019-015	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R1.	1	
3300-0019-016	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R2.	1	
COVERS			
3305-0007-000-13	Vinyl Black hose bed cover with attached rear flap(s).	1	
3305-0008-000-13	Vinyl Black crosslay cover with attached side flaps.	1	
PUMP PANELS			
3134-0016	Stainless steel driver and officer side pump panels.	1	
3134-0055	Officer side upper pump access panel to be horizontal hinged with stainless steel door. Includes (2) push button latches and (2) hold open devices.	1	
MISC PUMP PANEL OPTIONS			
4460-0003	Pump panel tags color coded per NFPA compliance.	1	
WATER TANK			
4010-0198	500 gallon "T" water tank. UPF Poly III blue fill tower.	1	
TANK PLUMBING			
4450-0010	2" tank fill Akron manual valve.	1	
4450-0022	3" tank to pump Akron manual valve.	1	
LADDER STORAGE / RACKS			
3365-0037-614	Center mounted ladder tunnel. Ladder rack to hold: PEL3-35, PEL-24, PRL-16, PRL-14, AEL-12 and FL-10. Requires roof ladder option on base section of aerial to meet 115' NFPA requirement.	1	

Salescode	Extended Description	Qty	
HANDRAILS / STEPS			
3330-0002-050	Slide-out platform, rollerless. Includes chrome grab handle centered on the front face of the platform (includes hand rail as applicable). Located below driver side pump panel.	1	
MISC BODY OPTIONS			
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
3340-0107	Diamond plate tandem axle wheel well. Includes bolt-on composite wheel well liners and fenderettes.	1	
3340-0270	The painted aerial body side panels shall be smooth / flush. Applies to SideStacker HB side, panels next to water tank on MM, and upper body sides on RLP.	1	
PUMPS			
4005-0031	Rating 1500 GPM.	1	
4005-0196	Hale QMAX 1000-2250 GPM single stage pump. Requires primer option.	1	
PUMP CERTIFICATION			
4475-0000	Pump certification 750-2250 GPM	1	
PUMP OPTIONS			
4015-0029	Hale pressure relief valve.	1	
4015-0037	Engine throttle, vernier.	1	
4015-0038	Pump seal packing for Hale pump.	1	
4015-0053-198	Steamers to be Flush + 1". Location: driver's side.	1	
4015-0053-199	Steamers to be Flush + 1". Location: officer's side.	1	
4015-0073	Manual operated master pump drain. The master drain shall be clearly marked and placed in accessible location below running board on driver side (or area directly to rear of panel if no room below panel).	1	
4015-0210	Pump cooler with Innovative Control 1/4 turn valve with "T" handle and label.	1	
4015-0238	Hale electric primer (oil-less).	1	
INTAKES			
4440-0005	2.5" Left Intake Akron Manual Valve.	1	
INTAKE OPTIONS			
4445-0009	Intake relief valve, Akron.	1	
DISCHARGES AND PRECONNECTS			

Salescode	Extended Description	Qty	
DISCHARGES AND PRECONNECTS			
4415-0012-654	1.5" Crosslay with Akron manual valve. Location: crosslay 1 & 2.	2	
4415-0051	4" Waterway Discharge with 3" Akron Manual Valve.	1	
4415-0161-581	2.5" Left Panel Discharge Akron Manual Valve w/30 Degree Chrome Droop. Location: left side discharge 1.	1	
4415-0161-582	2.5" Left Panel Discharge Akron Manual Valve w/30 Degree Chrome Droop. Location: left side discharge 2.	1	
4415-0164-583	2.5" Right Panel Discharge Akron Manual Valve w/30 Degree Chrome Droop. Location: right side discharge 1.	1	
4415-0164-584	2.5" Right Panel Discharge Akron Manual Valve w/30 Degree Chrome Droop. Location: right side discharge 2.	1	
DISCHARGE OPTIONS			
4417-0175	Innovative Controls push/pull valve controls with locking T handles.	1	
4417-0176	Innovative Controls 3/4" bleeder/drain valve include lift lever with ergonomic grip.	7	
4417-0185	Innovative Controls discharge and intake bezels with integral color code and verbiage for side mount pump panel.	1	
GAUGES			
4435-0069	Class 1 ENFO IV system on pump operator's panel.	1	
4435-0083	Innovative Controls 10 LED SL series water tank level gauge. On pump panel.	1	
4435-0246	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel.	7	
4435-0247	4" Innovative Controls stainless steel case master pressure gauges with bezel. Intake 30-0-400, and discharge 0-400.	1	
ELECTRICAL SYSTEMS			
5010-0039	V-MUX Electrical system for aerals.	1	
5010-0049	Vehicle data recorder - 2009 / 2016 NFPA compliant. Includes occupant detection shown in multiplex display. E-ONE chassis only.	1	
5010-0055-649	Vista IV display for V-MUX electrical system. Location: driver's side engine cover.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0506-000-4T	Front light bar LED color: Red with clear lenses (If applicable, includes side facing when colors are the same.)	1	
5300-0514	Whelen MK9S short slide bolt bracket mount for mini front light bars (4).	1	

Salescode	Extended Description	Qty	
LIGHT BARS			
5300-0524-035	Whelen F4 Mini-Freedom LED light bars (PR) 21.5" with 5 LEDs in each bar. Location: front cab corners at 20 degree angle.	1	
WARNING LIGHT PACKAGES			
5550-0484-538-4U	Whelen Super LED lower level warning light package. Includes (8) C-Series model C6L light heads and (2) ION-T Series model TLI light heads with bezels. Color: Red with red lenses. Locate side facing lights: at forward most position, in rear wheel well offset to front, and side facing at rear of body in rubrail if equipped. Note: ION-T Series light only available with clear lenses.	1	
WARNING LIGHTS			
5600-0078-479-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location rear upper body on aerial style brackets.	1	
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
SIRENS			
5500-0015	Whelen model 295SLSA1 siren with microphone (replaced 295HFSA1).	1	
5500-0024-170	The primary electronic siren control is to be located center overhead.	1	
SPEAKERS			
5510-0049-209	Whelen SP123BMC electronic siren speaker recessed in front bumper. Location: driver side front bumper.	1	
DOT LIGHTING			
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0026	Marker light LED body/cab package. E-ONE custom cab with aerial ladder, Mid-Mount platform or Bronto bodies only.	1	
5150-0102	Whelen M6 series LED vertical mount tail lights. Includes LED stop/tail, arrow turn and back-up lights with vertical 3 light housing and weatherproof connectors.	1	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0278	Compartment light package TecNiq T440 4" LED for large bodies.	1	
5380-0279	Ground light package TecNiq T440 4" LED - small.	1	
5380-0285	Step light package body TecNiq T440 4" LED - small.	1	
5380-0325	EON LED ladder tunnel light (EA).	2	
LIGHTS - DECK AND SCENE			
5390-0215-444	Deck Lights - Optronics Model TLL44 (PR). Location: (1) each side over rear	1	

Salescode	Extended Description	Qty	
LIGHTS - DECK AND SCENE			
	ladder tunnel.		
5390-0216	Hose bed light Optronics LED model TLL44 Locate at front of hose bed. Switched with work light switch in cab.	1	
5390-0217	Crosslay light Optronics LED model TLL44. Locate to rear of crosslay (SM) and forward of crosslay (TM as applicable). Switched with work light switch in cab.	1	
LIGHTS - NON-WARNING			
5400-0011	LED pump compartment light (EA).	1	
5400-0224	Engine compartment light Optronics LED Series ILL22 (EA).	1	
5400-0259	TecNiq model E10 pump panel LED light package with (3) lights per side pump panel. Pump panels over 45" may require additional lights. Side mount only.	1	
CONTROLS / SWITCHES			
5100-0000-198	Foot switch to control air horns located driver's side.	1	
5100-0000-199	Foot switch to control air horns located officer's side.	1	
5100-0165	Audible door ajar alarm wired through door ajar light. For use with V-Mux Display only.	1	
CAMERAS / INTERCOM			
5350-0156	FRC ACT 2-way aerial intercom.	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
AERIAL MODEL			
6100-0009	Ladder HP100 SideStacker. Includes pinned waterway, left side console with cover, turntable mansaver bars, split steps at tip and jack leg flood lights.	1	
AERIAL HYDRAULIC SYSTEM OPTIONS			
6150-0003-216	Gauge aerial hydraulic oil level. Electronic display to be located on pump operator's panel.	1	
AERIAL CONTROLS			
6850-0026	Direct hydraulic aerial control system.	1	
MONITORS			
6300-0017	Monitor painted silver from OEM.	1	
6300-0077	Monitor Akron StreamMaster II w/5177 electric nozzle 1000 GPM for ladder. Includes tip and base controls.	1	

Salescode	Extended Description	Qty	
AERIAL WARNING LIGHTS			
6550-0002	Outrigger warning lights (4) LED. Truck-Lite model 91R.	1	
AERIAL LIGHTING			
6560-0041	Whelen LED model PFBP12C at base (PR).	1	
6560-0163-231	Light Whelen Micro Pioneer model MPPWCS low profile pedestal mount with a white housing with chrome cover. Switched at light head and base console. Location(s): left side tip.	1	
WATERWAY OPTIONS			
6350-0005	Rear 4" NST waterway inlet for rear mounted aerals. Includes chrome cap.	1	
6350-0010	Flowminder with single readout and totalizer for the aerial waterway to be located at the aerial control station.	1	
6350-0067	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel. Locate next to waterway inlet.	1	
AERIAL LADDER BRACKETS			
6600-0002-248	Roof ladder bracket J style mount. Locate outside base section for a PRL-14 on left side of base section. Available on HP75/78, HP100, and HP95.	1	
SIGN PLATES			
6750-0000-000-39	Aerial sign plates 10 x 144 (PR). Available on Booms, HP75 and HP100 only. Does not include lettering. Color: Job Color.	1	
AERIAL TESTING			
6900-0000	Aerial flow test - 3rd party.	1	
6900-0007	Aerial 2016 NFPA Certification.	1	
GROUND LADDERS			
7800-0002	Alco-Lite FL-10, 10' folding ladder without shoes.	1	
7800-0007	Alco-Lite PRL-14' roof ladder.	2	
7800-0010	Alco-Lite PRL-16' roof ladder.	1	
7800-0013	Alco-Lite AEL-12 Attic Extension Ladder	1	
7800-0016	Alco-Lite PEL-24' 2-section extension ladder.	1	
7800-0023	Alco-Lite PEL3-35' 3-section extension ladder.	1	
MISC LOOSE EQUIPMENT			
7600-0016	Wheel chocks 44" NFPA compliant, pair (PR) of Zico SAC-44. Up to 44" diameter tires. Includes mounting brackets.	1	

Salescode	Extended Description	Qty	
MISC LOOSE EQUIPMENT			
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0084	All applicable pump/pre-connect application modules are to have a job color finish. Includes upper and lower pump modules, crosswalk module and/or speedlay/pre-connect module (as applicable). Rear mounted body/pump module to be painted job color.	1	
8100-0116	Rear body surface to have a sanded finish (not painted job color). Includes hinged doors that do not have discrete sales codes and removable panels.	1	
8100-0176-000-17	Paint E-ONE chassis cab - Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0183-000-17	Paint Body - Large - For Aerials, T/A Tankers/Wetsides, Rear Mounts and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0354	Paint lift cylinders, extension cylinders and upper turntable steelwork primary job color (does not apply to TT deck).	1	
INTERIOR PAINT			
8150-0011	The interior of the cab to be painted Zolatone gray.	1	
STRIPING			
8200-0016	White reflective tape on (4) outriggers.	1	
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
GRAPHICS			
8400-0022	Logo E-ONE (PR) on aerial lift cylinder. Logo to be black and white reflective material approx 14" long located midway along outward surface of cylinder.	1	
8400-0067	E-ONE logo with grey backing on M6 series vertical tail light housing (PR).	1	
WARRANTY / STANDARD			
9100-0000	Standard 1 Year Warranty.	1	
9100-0003	Lifetime Frame Stuctural Warranty.	1	
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of	1	

Salescode	Extended Description	Qty	
WARRANTY / STANDARD			
	Warranty.		
9100-0005	10 Year Stainless Steel Plumbing Warranty - Statement of Warranty.	1	
9100-0007	20 Year Aerial Device Structural Warranty - Integrity Limited Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0000	Vehicle familiarization aerial (Domestic). 3 days. Use 9300-0315 for additional days.	1	
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0016	Approval Drawings-Standard.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	
Dealer Supplied Equipment			

ITEM #18

HPS105 Ladder

Cyclone II



Fire Apparatus Quotation for:
BUYBOARD COOPERATIVE PURCHASING
HPS105 Ladder
Item#18



Quotation Number: 90675 Rev: 5

Unit Description: AERM-CYC2-SL10

Quote Description: Aerial Rear Mount, Cyclone II, 105 Foot Steel Ladder

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0001	Hosebed hoseload allowance on the apparatus shall be 1000 lbs.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
3340-1137-12C	Equipment allowance on the apparatus shall be 2500 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
BUMPERS			
1160-0000	Bumper 10" stainless steel.	1	
1160-0008	3/16" Front Bumper Gravel Shield.	1	
1160-0014	20" Front Bumper Gravel Shield Extension.	1	
1160-0020	License plate holder mounted center of front bumper.	1	
FRAME ASSEMBLY			
1250-0005	Frame - Torque box for tandem axle RM aerial.	1	
1250-0092	GEOMET coated frame assembly fasteners.	1	
AXLE OPTIONS			
1025-0013	Meritor FL-943 front axle 21,500 lbs.	1	
1025-0023	Meritor RT-50-160 rear tandem axle 54,000 lb. capacity.	1	
1025-0028	Koni shock absorbers for front axle - adjustable.	1	
SUSPENSIONS			
1070-0002	Rear suspension springs rated equal to the capacity of the axles.	1	

Salescode	Extended Description	Qty	
WHEEL OPTIONS			
1050-0007	Front axle wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center cap with E-ONE logo. Note: Center cap will have an inspection port IPO a logo if equipped with Stemco oil seals.	1	
1050-0009	Rear axle (tandem) wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center caps with E-ONE logo. E-ONE custom chassis w/steel wheels will have chrome plated plastic lug covers.	1	
1050-0044	Accuride aluminum wheels for front axle (2).	1	
1050-0046	Accuride aluminum wheels for rear axles (8).	1	
TIRE OPTIONS			
1060-0008	Eight Michelin 12R tires model XZE for rear axles	1	
1060-0046	Two Michelin 425 tires model XFE for front axle.	1	
1060-0119	RWC AirGuard LED tire pressure monitoring valve stem caps (10) for tandem rear axle applications.	1	
BRAKE SYSTEMS			
1100-0000	16-1/2" x 6" S-cam brakes with ArvinMeritor automatic slack adjusters for front axle.	1	
1100-0006	Parking brake release mounted on the driver's side lower dash.	1	
1100-0008	Brake system air 6X4.	1	
1100-0014	ArvinMeritor 16-1/2" x 7" S-cam brakes with cast brake drums for a tandem rear axle.	1	
1100-0026	G4 Electronic Stability Control (6x4), Includes RSC and ATC. Not available on 6x6 or commercial chassis.	1	
AIR SYSTEM OPTIONS			
1110-0000-001	Inlet for air system. Location: driver door jamb.	1	
1110-0002	Air dryer Bendix AD-9.	1	
1110-0006	Air lines nylon.	1	
1110-0041	Air horns Grover recessed in bumper (PR).	1	
ENGINES & TRANSMISSIONS			
1200-0017	Push-button transmission shift selector.	1	
1200-0021	TransSynd synthetic transmission fluid for EVS 4000.	1	
1200-0096	Electronic speed limiting set at 60 MPH.	1	
1200-0317	Eng/Trans Cummins ISX12 500HP with EVS4000 transmission. 2016 EPA Compliant.	1	

Salescode	Extended Description	Qty	
SECONDARY BRAKING			
1125-0002	Jacobs engine compression brake.	1	
1125-0023	Transmission to seek second gear when Jacobs engine brake or Telma retarder is engaged. N/A with Trans retarder.	1	
COOLING PACKAGE			
1800-0013	Cooling system for use with Cyclone II X, Typhoon X, and Quest chassis. For use with 2010 - 2017 EPA engines. Includes coolant recovery system.	1	
FUEL SYSTEMS			
1350-0004	Fuel system 50 gallon saddle tanks.	1	
1350-0022	Fuel line hose rubber.	1	
ALTERNATOR			
1700-0005	Alternator Leece Neville 320 amp. 320 amp SAE/272 amp NFPA.	1	
BATTERIES			
1400-0002	Battery four group 31 1000 CCA.	1	
CHASSIS OPTIONS			
1680-0005	Thermatic fan clutch.	1	
1680-0007	Drivelines 1810. Required on 1550 lb/ft torque or greater engines.	1	
1680-0012	Tow eyes rear frame painted black.	1	
1680-0042	Tow hooks front painted in the down position.	1	
1680-0051	Aerial hydraulic activation system.	1	
1680-0250-M58	Diesel Exhaust Fluid (DEF) 5 gallon tank for 2013 / 2016 EPA engines. Location: left side below rear of cab.	1	
CAB MODEL			
1520-0008	Cyclone II X medium cab with 58" CA	1	
CAB ROOF TYPE			
1615-0004	Cab roof to be "flat" with trough for waterway. Required with HM100 (with waterway), HP100 (all), CR100/92 Pltfrm (SdStckr and W/O/P) or HP/HPS100 Pltfrm (all).	1	
CAB BADGE PACKAGE			
1610-0000	Cab and body to have applicable E-ONE logos.	1	
CAB DOOR OPTIONS			

Salescode	Extended Description	Qty	
CAB DOOR OPTIONS			
1550-0003	Rear crew cab doors in the medium position.	1	
1550-0005	Driver and officer cab door windows. Include forward vent windows.	1	
1550-0011	Rear crew cab door windows. Includes manual roll-down actuation. Not available on Typhoon or CII with paddle style door latching.	1	
1550-0016	Cab door panels ABS.	1	
1550-0025	All cab doors shall have "L" style exterior latches.	1	
1550-0027	Front cab door windows to have manual actuation.	1	
1550-0037-659	(4) Incandescent cab step area lighting. Locate each light in on each cab door in the inboard position. Lights to be switched with door ajar.	1	
1550-0044	All cab door kick plates to be made from diamond plate aluminum.	1	
1550-0059-000-G6	Reflective Red/Lemon Yellow printed striping positioned in the "A" formation located on the cab door panels.	1	
1550-0077	Interior cab door locks - manual. Will have manual actuation from each respective door. Includes barrel style key lock on each exterior cab door.	1	
1550-0084	All cab exterior access doors to have 1250 keyed locks.	1	
MIRRORS			
1670-0003	Velvac 2010 mirrors. Door mounted west coast style with remote control and heat.	1	
MISC EXTERIOR CAB OPTIONS			
1550-0020	Windows cab side fixed driver's side.	1	
1550-0033	Windows cab side fixed officer's side.	1	
1675-0022	Pair of 18" handrails located just behind driver and officer front door one each side.	1	
1675-0023	Pair of 18" handrails located just behind driver and officer rear door (ALS doors if equipped) one each side.	1	
1675-0030	Mud flaps, front, black with E-ONE logo.	1	
1675-0047	Rear cab wall to be 3/16" aluminum diamond plate.	1	
1675-0201	Large radius cab wheel well. Includes bolt-on adjustable wheel well trim.	1	
1675-0202	Mounting plate for battery charger receptacle, indicator, air inlet, etc (if applicable). Plate to be removable brushed stainless steel.	1	
HVAC			
1515-0018	Air conditioning for the Typhoon X, CII X and Quest with roof top mounted condenser.	1	

Salescode	Extended Description	Qty	
HVAC			
1515-0053	Controls for heating and air conditioning shall be located in the center dash area. (Lower area on Typhoon and CII with severe duty dash)	1	
SEATS			
1510-0003	Seats, Inc. brand 911 cab seats.	1	
1510-0007	Seat cover material vinyl.	1	
1510-0008	Seat color gray.	1	
1510-0035-147	Universal air pack bottle bracket (EA). Location: officer's seat.	1	
1510-0035-148	Universal air pack bottle bracket (EA). Location: rear facing driver's side.	1	
1510-0035-151	Universal air pack bottle bracket (EA). Location: inboard driver's side rear wall.	1	
1510-0035-152	Universal air pack bottle bracket (EA). Location: inboard officer's side rear wall.	1	
1510-0035-215	Universal air pack bottle bracket (EA). Location: rear facing officer's side.	1	
1510-0038	Driver seat 911 air ride.	1	
1510-0042	Officer seat to be 911 fixed SCBA.	1	
1510-0050	Rear facing 911 seat with SCBA driver's side.	1	
1510-0053	Rear facing 911 seat with SCBA officer's side.	1	
1510-0062	Two man bench centered on rear wall with 911 SCBA backs. Includes angled corners.	1	
1685-0033	Seating capacity tag of six occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0000	Cab interior gray. Does not include engine cover or seat color.	1	
1685-0006	Padded sun visors, driver and officer's side overhead.	1	
1685-0168	ABS Dash package. Includes center and officer side dash, lower kick panels and "A" post covers.	1	
1685-0187	Severe duty engine cover, molded polyurethane.	1	
1685-0496	ABS overhead console. Includes front full width overhead, air conditioning plenum and rear facing blower.	1	
1685-0532	Stepped profile rear engine cover.	1	
CAB ELECTRICAL OPTIONS			
1750-0046-195	Cab Headlights. Position: lower.	1	
1750-0059-179-04	Receptacle inlet 20 amp with a Yellow cover. Location: outside driver's door next to handrail.	1	
1750-0075	English dominant main cab gauge cluster.	1	

Salescode	Extended Description	Qty	
CAB ELECTRICAL OPTIONS			
1750-0198-A31	Battery charger to be located behind driver's seat.	1	
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	
1750-0435	Halogen cab headlights. TyphoonX, CIIX and QST2 only.	1	
1750-0449	Momentary DPF regeneration override switch.	1	
1750-0651-172	Turn signal Whelen C-Series model C6T LED amber arrow pair located upper headlight bezel.	1	
1750-0666	Aerial PTO hourmeter in cab.	1	
5400-0037	Dome Lts Red/White Incandescent. Package includes two lights mounted in the front and two mounted in the rear of the cab. White light wire through door and light assembly mounted switch. Red light through light assembly mounted switch.	1	
BODY SPEC			
3090-0000	Body Specs - SideStacker aerial with tandem axle. Includes left rear staircase with pocket style drop down step.	1	
BODY COMPT REAR			
3110-0360	Rear of body to have un-painted smooth plate overlay style body panels to facilitate rear body striping.	1	
AERIAL BODY OPTIONS			
3310-0032	Recessed tubes for (6) pike poles. Not available on HP75 SideStacker.	1	
3310-0052	Crosslay double 5.5" wide single stack to hold up to 200' of 2.0" DJ (each) or 150'-200' 2.5" DJ (each). Includes storage pan to rear of crosslays (if applicable).	1	
3310-0069	Rear ladder tunnel doors. Vertically hinged smooth plate to match rear body finish.	1	
3310-0162	Jack leg opening covers diamond plate (4) sets. Includes diamond plate outrigger covers and fixed diamond plate filler panels. HM100/110 requires surface mount warning lights.	1	
3310-0300	Compartments driver side HPS105 ladder SideStacker and 300 gallon tank (182 C/A). Includes rescue style extended height compartments and raised rear body for improved angle of departure.	1	
3310-0301	Compartments officer side HPS105 ladder SideStacker with 300 gallon tank. Includes rescue style extended height compartments ahead of wheel well with extended hosebed and raised rear body for improved angle of departure.	1	
3310-0309	Auxiliary jack pad 26X26 (4) with 20 degree formed handle. Includes (4) mounting brackets.	1	
3310-0513	Fuel fill hinged door and fixed panel below door each side to rear of rear axle to	1	

Salescode	Extended Description	Qty	
AERIAL BODY OPTIONS			
	be diamond plate.		
DOORS			
3300-0007-017	Door single vertical hinged painted. Location(s): R3	1	
3300-0017-005	Door roll up short (up to 45") with satin finish ROM. Location(s): L3.	1	
3300-0017-006	Door roll up short (up to 45") with satin finish ROM. Location(s): L4.	1	
3300-0017-007	Door roll up short (up to 45") with satin finish ROM. Location(s): L5.	1	
3300-0019-003	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L1.	1	
3300-0019-004	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L2.	1	
3300-0019-008	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L6.	1	
3300-0019-015	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R1.	1	
3300-0019-016	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R2.	1	
3300-0289-018	Door double vertical hinged w/rotary latches - painted . Location(s): R4 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
COVERS			
3305-0007-000-13	Vinyl Black hose bed cover with attached rear flap(s).	1	
3305-0008-000-13	Vinyl Black crosslay cover with attached side flaps.	1	
PUMP PANELS			
3134-0016	Stainless steel driver and officer side pump panels.	1	
3134-0055	Officer side upper pump access panel to be horizontal hinged with stainless steel door. Includes (2) push button latches and (2) hold open devices.	1	
MISC PUMP PANEL OPTIONS			
4460-0003	Pump panel tags color coded per NFPA compliance.	1	
WATER TANK			
4010-0195	300 gallon "T" water tank. UPF Poly III blue fill tower.	1	
TANK PLUMBING			
4450-0010	2" tank fill Akron manual valve.	1	
4450-0022	3" tank to pump Akron manual valve.	1	
LADDER STORAGE / RACKS			
3365-0013-600	Center mounted ladder tunnel. Ladder rack to hold: PEL3-35, PEL-28, (2)PRL-16,	1	

Salescode	Extended Description	Qty	
LADDER STORAGE / RACKS			
	PRL-14 and FL-10.		
HANDRAILS / STEPS			
3330-0002-050	Slide-out platform, rollerless. Includes chrome grab handle centered on the front face of the platform (includes hand rail as applicable). Located below driver side pump panel.	1	
MISC BODY OPTIONS			
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
3340-0270	The painted aerial body side panels shall be smooth / flush. Applies to SideStacker HB side, panels next to water tank on MM, and upper body sides on RLP.	1	
3340-0653	Diamond plate tandem axle wheel well. Includes bolt-on composite wheel well liners and bolt-on polished alum fenderettes.	1	
PUMPS			
4005-0033	Rating 2000 GPM	1	
4005-0196	Hale QMAX 1000-2250 GPM single stage pump. Requires primer option.	1	
PUMP CERTIFICATION			
4475-0000	Pump certification 750-2250 GPM	1	
PUMP OPTIONS			
4015-0038	Pump seal packing for Hale pump.	1	
4015-0053-198	Steamers to be Flush + 1". Location: driver's side.	1	
4015-0053-199	Steamers to be Flush + 1". Location: officer's side.	1	
4015-0073	Manual operated master pump drain. The master drain shall be clearly marked and placed in accessible location below running board on driver side (or area directly to rear of panel if no room below panel).	1	
4015-0210	Pump cooler with Innovative Control 1/4 turn valve with "T" handle and label.	1	
4015-0238	Hale electric primer (oil-less).	1	
INTAKES			
4440-0005	2.5" Left Intake Akron Manual Valve.	1	
INTAKE OPTIONS			
4445-0048	Intake pressure relief valve, Task Force Tips.	1	

Salescode	Extended Description	Qty	
DISCHARGES AND PRECONNECTS			
4415-0012-654	1.5" Crosslay with Akron manual valve. Location: crosslay 1 & 2.	2	
4415-0014-581	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 1.	1	
4415-0014-582	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 2.	1	
4415-0016-583	2.5" Right Pump Panel Discharge Akron Manual Valve. Location: right side discharge 1.	1	
4415-0016-584	2.5" Right Pump Panel Discharge Akron Manual Valve. Location: right side discharge 2.	1	
4415-0994	4" waterway discharge with 4" Akron electric valve with 9323 controller.	1	
DISCHARGE OPTIONS			
4417-0175	Innovative Controls push/pull valve controls with locking T handles.	1	
4417-0176	Innovative Controls 3/4" bleeder/drain valve include lift lever with ergonomic grip.	7	
4417-0185	Innovative Controls discharge and intake bezels with integral color code and verbiage for side mount pump panel.	1	
PRESSURE GOVERNORS			
4465-0011	Class 1 TPG pressure governor. Includes, water, oil, volt and tachometer.	1	
GAUGES			
4435-0083	Innovative Controls 10 LED SL series water tank level gauge. On pump panel.	1	
4435-0246	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel.	7	
4435-0247	4" Innovative Controls stainless steel case master pressure gauges with bezel. Intake 30-0-400, and discharge 0-400.	1	
ELECTRICAL SYSTEMS			
5010-0039	V-MUX Electrical system for aerals.	1	
5010-0049	Vehicle data recorder - 2009 / 2016 NFPA compliant. Includes occupant detection shown in multiplex display. E-ONE chassis only.	1	
5010-0055-649	Vista IV display for V-MUX electrical system. Location: driver's side engine cover.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0506-000-4V	Front light bar LED color: Red/White with clear lenses (If applicable, includes side	1	

Salescode	Extended Description	Qty	
LIGHT BARS			
	facing when colors are the same.)		
5300-0514	Whelen MK9S short slide bolt bracket mount for mini front light bars (4).	1	
5300-0524-034	Whelen F4 Mini-Freedom LED light bars (PR) 21.5" with 5 LEDs in each bar. Location: front cab corners.	1	
WARNING LIGHT PACKAGES			
5550-0173-535	Whelen M6 Super LED lower level warning light package. Includes (8) red M6R LED light heads and (2) red M2R LED light heads. Locate side facing lights: at forward most position, centered in rear wheel well, and side facing at rear of body in rubrail if equipped.	1	
WARNING LIGHTS			
5600-0078-290-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location above L2/R2 compartments offset rearward to supplement upper rear warnings.	1	
5600-0078-479-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location rear upper body on aerial style brackets.	1	
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
5600-0241-464	Warning light Whelen M6R series Linear Super LED (PR) red. Location: (1) each side of cab down low just ahead of rear doors.	1	
SIRENS			
5500-0015	Whelen model 295SLSA1 siren with microphone (replaced 295HFSA1).	1	
5500-0024-170	The primary electronic siren control is to be located center overhead.	1	
SPEAKERS			
5510-0029-209	Speaker, Federal Signal Dynamax ES100 with "E-ONE" grille through bumper. Location: driver side front bumper.	1	
DOT LIGHTING			
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0026	Marker light LED body/cab package. E-ONE custom cab with aerial ladder, Mid-Mount platform or Bronto bodies only.	1	
5150-0032	Bracket license plate at rear of body.	1	
5150-0216	Whelen C6 series LED horizontal mount tail lights. Includes LED stop/tail, arrow turn and back-up lights with horizontally mount with individual bezels and weatherproof connectors.	1	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0010	Compartment light package incandescent for large bodies.	1	

Salescode	Extended Description	Qty	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0033	Step light package body - small.	1	
5380-0280	Ground light package TecNiq T440 4" LED - large.	1	
5380-0325	EON LED ladder tunnel light (EA).	2	
LIGHTS - DECK AND SCENE			
5390-0076	Hose bed light Truck-Lite LED model 81380. Locate at front of hose bed. Switched with work light switch in cab.	1	
5390-0102	Crosslay light Truck-Lite LED model 81380. Locate to rear of crosslay (SM) and forward of crosslay (TM as applicable). Switched with work light switch in cab.	1	
5390-0152-444	Whelen 600 series gradient Super LED scene lights (PR) with weatherproof connectors. Switch in cab (driver and officer side lights switched separately). Locate (1) each side over rear ladder tunnel.	1	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
5400-0010	Incandescent pump compartment light (EA).	1	
5400-0259	TecNiq model E10 pump panel LED light package with (3) lights per side pump panel. Pump panels over 45" may require additional lights. Side mount only.	1	
CONTROLS / SWITCHES			
5100-0000-198	Foot switch to control air horns located driver's side.	1	
5100-0000-199	Foot switch to control air horns located officer's side.	1	
5100-0165	Audible door ajar alarm wired through door ajar light. For use with V-Mux Display only.	1	
CAMERAS / INTERCOM			
5350-0156	FRC ACT 2-way aerial intercom.	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
AERIAL MODEL			
6100-0054	Ladder HPS105. For use with SideStacker body. Includes pinned waterway, left side console with cover, turntable mansaver bars, split steps at tip and jack leg flood lights.	1	
AERIAL HYDRAULIC SYSTEM OPTIONS			
6150-0003-216	Gauge aerial hydraulic oil level. Electronic display to be located on pump operator's panel.	1	

Salescode	Extended Description	Qty	
AERIAL CONTROLS			
6850-0026	Direct hydraulic aerial control system.	1	
MONITORS			
6300-0017	Monitor painted silver from OEM.	1	
6300-0077	Monitor Akron StreamMaster II w/5177 electric nozzle 1000 GPM for ladder. Includes tip and base controls.	1	
AERIAL WARNING LIGHTS			
6550-0000	Outrigger warning lights (4). Trucklite Model 60015R.	1	
AERIAL LIGHTING			
6560-0004-231	Collins light FX-12 located left side tip.	1	
6560-0006	Collins light FX-12 at base (PR).	1	
WATERWAY OPTIONS			
6350-0005	Rear 4" NST waterway inlet for rear mounted aerals. Includes chrome cap.	1	
6350-0010	Flowminder with single readout and totalizer for the aerial waterway to be located at the aerial control station.	1	
6350-0067	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel. Locate next to waterway inlet.	1	
AERIAL EQUIPMENT			
6500-0111	Bolt-on ladder tip. Steel aerals only.	1	
SIGN PLATES			
6750-0001-000-18	Aerial sign plates 16 x 144 (PR). Available on LTH100, HP100L, HPS105L, HP95 and HP100P only (requires 6750-0014 for special bracket on HP100P if there are not ladder brackets on each side). Does not include lettering. Color: FLNA4006 White	1	
AERIAL TESTING			
6900-0000	Aerial flow test - 3rd party.	1	
6900-0007	Aerial 2016 NFPA Certification.	1	
GROUND LADDERS			
7800-0002	Alco-Lite FL-10, 10' folding ladder without shoes.	1	
7800-0007	Alco-Lite PRL-14' roof ladder.	1	
7800-0010	Alco-Lite PRL-16' roof ladder.	2	

Salescode	Extended Description	Qty	
GROUND LADDERS			
7800-0021	Alco-Lite PEL-28' extension ladder.	1	
7800-0023	Alco-Lite PEL3-35' 3-section extension ladder.	1	
MISC LOOSE EQUIPMENT			
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0084	All applicable pump/pre-connect application modules are to have a job color finish. Includes upper and lower pump modules, crosswalk module and/or speedlay/pre-connect module (as applicable). Rear mounted body/pump module to be painted job color.	1	
8100-0116	Rear body surface to have a sanded finish (not painted job color). Includes hinged doors that do not have discrete sales codes and removable panels.	1	
8100-0176-000-R5	Paint E-ONE chassis cab - Sikkens paint. Color: FLNA3225 Red (Sikkens published).	1	
8100-0183-000-R5	Paint Body - Large - For Aerials, T/A Tankers/Wetsides, Rear Mounts and Rescues. Sikkens paint. Color: FLNA3225 Red (Sikkens published).	1	
8100-0356	Paint lift cylinders, extension cylinders and upper turntable steelwork FLNA4006 white (does not apply to TT deck).	1	
8100-0484-000-18	Paint aerial ladder (Sikkens). Steel aerials only. Color: FLNA4006 White.	1	
INTERIOR PAINT			
8150-0011	The interior of the cab to be painted Zolatone gray.	1	
STRIPING			
8200-0016	White reflective tape on (4) outriggers.	1	
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	
8300-0330	Single NFPA Scotchlite Stripe - upto 6" wide and straight on cab and the body. Size, color and location as specified by the customer.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
GRAPHICS			

Salescode	Extended Description	Qty	
GRAPHICS			
8400-0022	Logo E-ONE (PR) on aerial lift cylinder. Logo to be black and white reflective material approx 14" long located midway along outward surface of cylinder.	1	
WARRANTY / STANDARD			
9100-0000	Standard 1 Year Warranty.	1	
9100-0003	Lifetime Frame Stuctural Warranty.	1	
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0005	10 Year Stainless Steel Plumbing Warranty - Statement of Warranty.	1	
9100-0007	20 Year Aerial Device Structural Warranty - Integrity Limited Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
9100-0079	5 Year Limited Aerial Paint and Perforation Warranty - For Sikkens Paint.	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0000	Vehicle familiarization aerial (Domestic). 3 days. Use 9300-0315 for additional days.	1	
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0016	Approval Drawings-Standard.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	

ITEM #18

Metro 100 Ladder
Cyclone II



Fire Apparatus Quotation for:
BUYBOARD COOPERATIVE PURCHASING
Metro 100 Quint
Item #18



Quotation Number: 90705 Rev: 3

Unit Description: AERM-CYC2-M100

Quote Description: Aerial Rear Mount, Cyclone II, Metro 100

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0001	Hosebed hoseload allowance on the apparatus shall be 1000 lbs.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
3340-1137-12C	Equipment allowance on the apparatus shall be 2500 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
BUMPERS			
1160-0000	Bumper 10" stainless steel.	1	
1160-0008	3/16" Front Bumper Gravel Shield.	1	
1160-0014	20" Front Bumper Gravel Shield Extension.	1	
1160-0020	License plate holder mounted center of front bumper.	1	
FRAME ASSEMBLY			
1250-0086	Frame - Torque box for single axle Metro 100 Quint aerial.	1	
1250-0092	GEOMET coated frame assembly fasteners.	1	
AXLE OPTIONS			
1025-0028	Koni shock absorbers for front axle - adjustable.	1	
1025-0171	Dana 22I 24,000 lb. front axle.	1	
1025-0182	Dana S35-590 single rear axle 35,000lb capacity. Requires Bendix rear brakes. Unit will have an intermittent speed rating due to rear tires.	1	
SUSPENSIONS			

Salescode	Extended Description	Qty	
SUSPENSIONS			
1070-0032	Rear suspension Link Atlas 33,000 - 35,000 lb. single axle air ride. Requires DANA axle and aluminum wheels. Not compatible with tire chains.	1	
WHEEL OPTIONS			
1050-0001	Alcoa aluminum wheels for front axle (2).	1	
1050-0003	Alcoa aluminum wheels for rear axle (4).	1	
1050-0007	Front axle wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center cap with E-ONE logo. Note: Center cap will have an inspection port IPO a logo if equipped with Stemco oil seals.	1	
1050-0008	Rear axle (single) wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center cap with E-ONE logo. E-ONE custom chassis w/steel wheels will have chrome plated plastic lug covers.	1	
TIRE OPTIONS			
1060-0006	Four Michelin 315 tires model XZA-1 for rear axle	1	
1060-0046	Two Michelin 425 tires model XFE for front axle.	1	
1060-0113	Intermittent service tire rating.	1	
1060-0117	RWC AirGuard LED tire pressure monitoring valve stem caps (6) for single rear axle applications.	1	
BRAKE SYSTEMS			
1100-0005	Brake system air 4X2/4X4.	1	
1100-0006	Parking brake release mounted on the driver's side lower dash.	1	
1100-0024	G4 Electronic Stability Control (4x2), Includes RSC and ATC. Not available on 4x4, commercial chassis or tiller.	1	
1100-0031	Dana ADB22X 17" disc brakes for front axle.	1	
1100-0033	Bendix 16-1/2" x 7" S-cam brakes for 33,000 - 35,000 Dana axle.	1	
AIR SYSTEM OPTIONS			
1110-0000-001	Inlet for air system. Location: driver door jamb.	1	
1110-0002	Air dryer Bendix AD-9.	1	
1110-0006	Air lines nylon.	1	
1110-0026	Air horns recessed in bumper (PR).	1	
ENGINES & TRANSMISSIONS			
1200-0017	Push-button transmission shift selector.	1	

Salescode	Extended Description	Qty	
ENGINES & TRANSMISSIONS			
1200-0020	TransSynd synthetic transmission fluid for EVS3000.	1	
1200-0096	Electronic speed limiting set at 60 MPH.	1	
1200-0341	Eng/Trans Cummins L9 450HP/EVS3000 2017 EPA compliant engine.	1	
SECONDARY BRAKING			
1125-0002	Jacobs engine compression brake.	1	
1125-0023	Transmission to seek second gear when Jacobs engine brake or Telma retarder is engaged. N/A with Trans retarder.	1	
COOLING PACKAGE			
1800-0013	Cooling system for use with Cyclone II X, Typhoon X, and Quest chassis. For use with 2010 - 2017 EPA engines. Includes coolant recovery system.	1	
FUEL SYSTEMS			
1350-0004	Fuel system 50 gallon saddle tanks.	1	
1350-0022	Fuel line hose rubber.	1	
ALTERNATOR			
1700-0005	Alternator Leece Neville 320 amp. 320 amp SAE/272 amp NFPA.	1	
BATTERIES			
1400-0002	Battery four group 31 1000 CCA.	1	
CHASSIS OPTIONS			
1680-0005	Thermatic fan clutch.	1	
1680-0006	Drivelines 1710.	1	
1680-0012	Tow eyes rear frame painted black.	1	
1680-0042	Tow hooks front painted in the down position.	1	
1680-0051	Aerial hydraulic activation system.	1	
1680-0250-M58	Diesel Exhaust Fluid (DEF) 5 gallon tank for 2013 / 2016 EPA engines. Location: left side below rear of cab.	1	
CAB MODEL			
1520-0008	Cyclone II X medium cab with 58" CA	1	
CAB ROOF TYPE			
1615-0004	Cab roof to be "flat" with trough for waterway. Required with HM100 (with waterway), HP100 (all), CR100/92 Pltfrm (SdStckr and W/O/P) or HP/HPS100	1	

Salescode	Extended Description	Qty	
CAB ROOF TYPE			
	Pltfrm (all).		
CAB BADGE PACKAGE			
1610-0000	Cab and body to have applicable E-ONE logos.	1	
CAB DOOR OPTIONS			
1550-0003	Rear crew cab doors in the medium position.	1	
1550-0005	Driver and officer cab door windows. Include forward vent windows.	1	
1550-0011	Rear crew cab door windows. Includes manual roll-down actuation. Not available on Typhoon or CII with paddle style door latching.	1	
1550-0017	Cab door panels stainless steel.	1	
1550-0025	All cab doors shall have "L" style exterior latches.	1	
1550-0027	Front cab door windows to have manual actuation.	1	
1550-0059-000-G6	Reflective Red/Lemon Yellow printed striping positioned in the "A" formation located on the cab door panels.	1	
1550-0077	Interior cab door locks - manual. Will have manual actuation from each respective door. Includes barrel style key lock on each exterior cab door.	1	
1550-0084	All cab exterior access doors to have 1250 keyed locks.	1	
1550-0186-659	(4) TecNiq T440 4" LED cab step area lighting. Locate each light on each cab door in the inboard position. Lights to be switched with door ajar.	1	
MIRRORS			
1670-0003	Velvac 2010 mirrors. Door mounted west coast style with remote control and heat.	1	
MISC EXTERIOR CAB OPTIONS			
1550-0020	Windows cab side fixed driver's side.	1	
1550-0033	Windows cab side fixed officer's side.	1	
1675-0022	Pair of 18" handrails located just behind driver and officer front door one each side.	1	
1675-0023	Pair of 18" handrails located just behind driver and officer rear door (ALS doors if equipped) one each side.	1	
1675-0030	Mud flaps, front, black with E-ONE logo.	1	
1675-0047	Rear cab wall to be 3/16" aluminum diamond plate.	1	
1675-0201	Large radius cab wheel well. Includes bolt-on adjustable wheel well trim.	1	
1675-0202	Mounting plate for battery charger receptacle, indicator, air inlet, etc (if applicable). Plate to be removable brushed stainless steel.	1	

Salescode	Extended Description	Qty	
HVAC			
1515-0017	Air conditioning for the Typhoon X, CII X and Quest with Cummins ISC/ISL engine and radiator mounted condenser.	1	
1515-0048	Controls for heating and air conditioning shall be located in the driver side lower dash area. For use without front air bags only.	1	
SEATS			
1510-0003	Seats, Inc. brand 911 cab seats.	1	
1510-0008	Seat color gray.	1	
1510-0038	Driver seat 911 air ride.	1	
1510-0042	Officer seat to be 911 fixed SCBA.	1	
1510-0050	Rear facing 911 seat with SCBA driver's side.	1	
1510-0053	Rear facing 911 seat with SCBA officer's side.	1	
1510-0062	Two man bench centered on rear wall with 911 SCBA backs. Includes angled corners.	1	
1510-0234	Seat cover material Turnout Tuff.	1	
1685-0033	Seating capacity tag of six occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0000	Cab interior gray. Does not include engine cover or seat color.	1	
1685-0005	Lexan sun visors, driver and officer's side overhead.	1	
1685-0161	Severe duty dash package. Includes smooth plate alum center and officer side dash painted to match cab interior and lower dia plt kick panels.	1	
1685-0187	Severe duty engine cover, molded polyurethane.	1	
1685-0496	ABS overhead console. Includes front full width overhead, air conditioning plenum and rear facing blower.	1	
1685-0532	Stepped profile rear engine cover.	1	
CAB ELECTRICAL OPTIONS			
1750-0024-179-04	Auto-Eject receptacle inlet 20 amp located outside driver's door next to handrail with a Yellow cover.	1	
1750-0046-195	Cab Headlights. Position: lower.	1	
1750-0072-592	12 VDC (or 24VDC) electrical outlet wired battery hot. Location: driver side dash.	1	
1750-0075	English dominant main cab gauge cluster.	1	
1750-0198-A31	Battery charger to be located behind driver's seat.	1	
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	

Salescode	Extended Description	Qty	
CAB ELECTRICAL OPTIONS			
1750-0435	Halogen cab headlights. TyphoonX, CIIX and QST2 only.	1	
1750-0449	Momentary DPF regeneration override switch.	1	
1750-0651-172	Turn signal Whelen C-Series model C6T LED amber arrow pair located upper headlight bezel.	1	
1750-0666	Aerial PTO hourmeter in cab.	1	
5400-0037	Dome Lts Red/White Incandescent. Package includes two lights mounted in the front and two mounted in the rear of the cab. White light wire through door and light assembly mounted switch. Red light through light assembly mounted switch.	1	
BODY SPEC			
3090-0039	Body Specs - SideStacker 4 jack aerial with single axle. Includes left rear staircase with pocket style drop down step.	1	
BODY COMPT REAR			
3110-0360	Rear of body to have un-painted smooth plate overlay style body panels to facilitate rear body striping.	1	
AERIAL BODY OPTIONS			
3310-0052	Crosslay double 5.5" wide single stack to hold up to 200' of 2.0" DJ (each) or 150'-200' 2.5" DJ (each). Includes storage pan to rear of crosslays (if applicable).	1	
3310-0069	Rear ladder tunnel doors. Vertically hinged smooth plate to match rear body finish.	1	
3310-0162	Jack leg opening covers diamond plate (4) sets. Includes diamond plate outrigger covers and fixed diamond plate filler panels. HM100/110 requires surface mount warning lights.	1	
3310-0354	Auxiliary jack pad 24X24 (4) with 20 degree formed handle. Includes (2) double mounting brackets.	1	
3310-0496	Metro 100 single axle Quint front body module for use with 300 gallon tank and horizontal DPF/SCR.	1	
3310-0513	Fuel fill hinged door and fixed panel below door each side to rear of rear axle to be diamond plate.	1	
3310-0533	Compartments driver side single axle HR100 SideStacker. Includes rescue style extended height compartment ahead of wheel well and raised rear perimeter aft of rear jack legs for improved angle of departure. 65" high body (for 38.25" turntable height). Requires front tank module. Note: Can also be used with LTH/HM100 ladders with 40.25" TT height.	1	
3310-0534	Compartments officer side single axle HR100 SideStacker. Includes rescue style extended height compartments ahead of wheel well and raised rear perimeter aft	1	

Salescode	Extended Description	Qty	
AERIAL BODY OPTIONS			
	of rear jack legs for improved angle of departure. 65" high body (for 38.25" turntable height). Note: Can also be used with LTH/HM100 ladders with 40.25" TT height.		
3310-0537	Pike pole/Ladder storage. Holds (4) poles and (1) attic ladder with shoes. Available on Metro 100 Quint SideStacker. The access door to match the rear body finish.	1	
DOORS			
3300-0007-017	Door single vertical hinged painted. Location(s): R3	1	
3300-0289-005	Door double vertical hinged w/rotary latches - painted . Location(s): L3 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0289-018	Door double vertical hinged w/rotary latches - painted . Location(s): R4 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0292-003	Door double 3-point vertical hinged w/rotary latches - painted. Location(s): L1. Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0292-004	Door double 3-point vertical hinged w/rotary latches - painted. Location(s): L2. Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0292-006	Door double 3-point vertical hinged w/rotary latches - painted. Location(s): L4. Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0292-015	Door double 3-point vertical hinged w/rotary latches - painted. Location(s): R1. Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0292-016	Door double 3-point vertical hinged w/rotary latches - painted. Location(s): R2. Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
COVERS			
3305-0007-000-02	Vinyl Red hose bed cover with attached rear flap(s).	1	
3305-0008-000-02	Vinyl Red crosslay cover with attached side flaps.	1	
PUMP PANELS			
3134-0016	Stainless steel driver and officer side pump panels.	1	
3134-0146	Officer side upper pump access panel to be horizontally hinged with stainless	1	

Salescode	Extended Description	Qty	
PUMP PANELS			
	steel door. Includes (2) push button latches and (1) hold open device.		
MISC PUMP PANEL OPTIONS			
4460-0003	Pump panel tags color coded per NFPA compliance.	1	
WATER TANK			
4010-0195	300 gallon "T" water tank. UPF Poly III blue fill tower.	1	
TANK PLUMBING			
4450-0008	1.5" tank fill Akron manual valve.	1	
4450-0121	3" Tank to pump Akron air actuated valve w/4" tank connection.	1	
LADDER STORAGE / RACKS			
3365-0037-1FM	Center mounted ladder tunnel. Ladder rack to hold: PEL3-35, PEL-28, PEL-24, PRL-16 and PRL-14.	1	
HANDRAILS / STEPS			
3330-0002-050	Slide-out platform, rollerless. Includes chrome grab handle centered on the front face of the platform (includes hand rail as applicable). Located below driver side pump panel.	1	
3330-0100-M20	Step below body. Located below rear of officer side pump panel. Each location requires a minimum of (1) handrail / handhold per NFPA.	1	
MISC BODY OPTIONS			
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
3340-0270	The painted aerial body side panels shall be smooth / flush. Applies to SideStacker HB side, panels next to water tank on MM, and upper body sides on RLP.	1	
3340-0282-X73	Cab tilt switch and manual jack to be located: right side forward jack leg compartment low behind door in access panel (tilt sw behind door).	1	
3340-0486	Diamond plate single axle wheel well. Includes bolt-on composite wheel well liners and bolt-on polished alum fenderettes.	1	
PUMPS			
4005-0031	Rating 1500 GPM.	1	
4005-0217	Hale DSD Pump 750/1500 GPM single stage. Requires primer option.	1	
PUMP CERTIFICATION			
4475-0000	Pump certification 750-2250 GPM	1	

Salescode	Extended Description	Qty	
PUMP OPTIONS			
4015-0053-198	Steamers to be Flush + 1". Location: driver's side.	1	
4015-0053-199	Steamers to be Flush + 1". Location: officer's side.	1	
4015-0073	Manual operated master pump drain. The master drain shall be clearly marked and placed in accessible location below running board on driver side (or area directly to rear of panel if no room below panel).	1	
4015-0210	Pump cooler with Innovative Control 1/4 turn valve with "T" handle and label.	1	
4015-0238	Hale electric primer (oil-less).	1	
INTAKES			
4440-0005	2.5" Left Intake Akron Manual Valve.	1	
INTAKE OPTIONS			
4445-0048	Intake pressure relief valve, Task Force Tips.	1	
DISCHARGES AND PRECONNECTS			
4415-0012-654	1.5" Crosslay with Akron manual valve. Location: crosslay 1 & 2.	2	
4415-0014-581	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 1.	1	
4415-0014-582	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 2.	1	
4415-0034-583	3" Right Pump Panel Discharge Akron Manual Valve (Waterous pumps noted location to be forward lower port). Location: right side discharge 1.	1	
4415-0994	4" waterway discharge with 4" Akron electric valve with 9323 controller.	1	
DISCHARGE OPTIONS			
4417-0175	Innovative Controls push/pull valve controls with locking T handles.	1	
4417-0177	Innovative Controls 3/4" bleeder/drain valve include 1/4 turn T-handle.	6	
4417-0185	Innovative Controls discharge and intake bezels with integral color code and verbiage for side mount pump panel.	1	
PRESSURE GOVERNORS			
4465-0011	Class 1 TPG pressure governor. Includes, water, oil, volt and tachometer.	1	
GAUGES			
4435-0083	Innovative Controls 10 LED SL series water tank level gauge. On pump panel.	1	
4435-0246	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel.	6	

Salescode	Extended Description	Qty	
GAUGES			
4435-0247	4" Innovative Controls stainless steel case master pressure gauges with bezel. Intake 30-0-400, and discharge 0-400.	1	
ELECTRICAL SYSTEMS			
5010-0039	V-MUX Electrical system for aerals.	1	
5010-0049	Vehicle data recorder - 2009 / 2016 NFPA compliant. Includes occupant detection shown in multiplex display. E-ONE chassis only.	1	
5010-0055-649	Vista IV display for V-MUX electrical system. Location: driver's side engine cover.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0506-000-4V	Front light bar LED color: Red/White with clear lenses (If applicable, includes side facing when colors are the same.)	1	
5300-0515	Whelen MKEZ7 1.5" standard mount for mini front light bars (4).	1	
5300-0524-034	Whelen F4 Mini-Freedom LED light bars (PR) 21.5" with 5 LEDs in each bar. Location: front cab corners.	1	
WARNING LIGHT PACKAGES			
5550-0484-535-4T	Whelen Super LED lower level warning light package. Includes (8) C-Series model C6L light heads and (2) ION-T Series model TLI light heads with bezels. Color: Red with clear lenses. Locate side facing lights: at forward most position, centered in rear wheel well, and side facing at rear of body in rubrail if equipped. Note: ION-T Series light only available with clear lenses.	1	
WARNING LIGHTS			
5600-0078-479-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location rear upper body on aerial style brackets.	1	
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
SIRENS			
5500-0015	Whelen model 295SLSA1 siren with microphone (replaced 295HFSA1).	1	
5500-0024-170	The primary electronic siren control is to be located center overhead.	1	
SPEAKERS			
5510-0029-209	Speaker, Federal Signal Dynamax ES100 with "E-ONE" grille through bumper. Location: driver side front bumper.	1	
DOT LIGHTING			

Salescode	Extended Description	Qty	
DOT LIGHTING			
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0026	Marker light LED body/cab package. E-ONE custom cab with aerial ladder, Mid-Mount platform or Bronto bodies only.	1	
5150-0216	Whelen C6 series LED horizontal mount tail lights. Includes LED stop/tail, arrow turn and back-up lights with horizontally mount with individual bezels and weatherproof connectors.	1	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0232	Step light package Whelen 2" LED - small.	1	
5380-0278	Compartment light package TecNiq T440 4" LED for large bodies.	1	
5380-0280	Ground light package TecNiq T440 4" LED - large.	1	
5380-0325	EON LED ladder tunnel light (EA).	3	
LIGHTS - DECK AND SCENE			
5390-0215-444	Deck Lights - Optronics Model TLL44 (PR). Location: (1) each side over rear ladder tunnel.	1	
5390-0216	Hose bed light Optronics LED model TLL44 Locate at front of hose bed. Switched with work light switch in cab.	1	
5390-0217	Crosslay light Optronics LED model TLL44. Locate to rear of crosslay (SM) and forward of crosslay (TM as applicable). Switched with work light switch in cab.	1	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
5400-0010	Incandescent pump compartment light (EA).	1	
5400-0259	TecNiq model E10 pump panel LED light package with (3) lights per side pump panel. Pump panels over 45" may require additional lights. Side mount only.	1	
CONTROLS / SWITCHES			
5100-0000-198	Foot switch to control air horns located driver's side.	1	
5100-0000-199	Foot switch to control air horns located officer's side.	1	
5100-0165	Audible door ajar alarm wired through door ajar light. For use with V-Mux Display only.	1	
CAMERAS / INTERCOM			
5350-0156	FRC ACT 2-way aerial intercom.	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	

Salescode	Extended Description	Qty	
AERIAL MODEL			
6100-0096	Ladder HM100 with waterway to tip. Includes fabricated turntable, full fly section K-bracing, left side console with cover, split steps at tip and jack leg flood lights.	1	
AERIAL HYDRAULIC SYSTEM OPTIONS			
6150-0003-216	Gauge aerial hydraulic oil level. Electronic display to be located on pump operator's panel.	1	
AERIAL CONTROLS			
6850-0026	Direct hydraulic aerial control system.	1	
MONITORS			
6300-0017	Monitor painted silver from OEM.	1	
6300-0077	Monitor Akron StreamMaster II w/5177 electric nozzle 1000 GPM for ladder. Includes tip and base controls.	1	
AERIAL WARNING LIGHTS			
6550-0002	Outrigger warning lights (4) LED. Truck-Lite model 91R.	1	
AERIAL LIGHTING			
6560-0004-231	Collins light FX-12 located left side tip.	1	
6560-0032	Locate spot, flood and /or quartz lights on ladder fly section as far back from tip as possible.	1	
6560-0041	Whelen LED model PFBP12C at base (PR).	1	
WATERWAY OPTIONS			
6350-0000	Pinned waterway - upgrade. Waterway pins to section 2 or 3 on HP75 / HP78 and to section 3 or 4 on LTH100, HM100, HR100 and CR100.	1	
6350-0005	Rear 4" NST waterway inlet for rear mounted aerials. Includes chrome cap.	1	
6350-0010	Flowminder with single readout and totalizer for the aerial waterway to be located at the aerial control station.	1	
6350-0067	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel. Locate next to waterway inlet.	1	
AERIAL TESTING			
6900-0000	Aerial flow test - 3rd party.	1	
6900-0007	Aerial 2016 NFPA Certification.	1	
GROUND LADDERS			
7800-0002	Alco-Lite FL-10, 10' folding ladder without shoes.	1	

Salescode	Extended Description	Qty	
GROUND LADDERS			
7800-0007	Alco-Lite PRL-14' roof ladder.	1	
7800-0014	Alco-Lite PEL-16 Extension Ladder	1	
7800-0016	Alco-Lite PEL-24' 2-section extension ladder.	1	
7800-0021	Alco-Lite PEL-28' extension ladder.	1	
7800-0023	Alco-Lite PEL3-35' 3-section extension ladder.	1	
MISC LOOSE EQUIPMENT			
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0084	All applicable pump/pre-connect application modules are to have a job color finish. Includes upper and lower pump modules, crosswalk module and/or speedlay/pre-connect module (as applicable). Rear mounted body/pump module to be painted job color.	1	
8100-0116	Rear body surface to have a sanded finish (not painted job color). Includes hinged doors that do not have discrete sales codes and removable panels.	1	
8100-0176-000-R5	Paint E-ONE chassis cab - Sikkens paint. Color: FLNA3225 Red (Sikkens published).	1	
8100-0183-000-R5	Paint Body - Large - For Aerials, T/A Tankers/Wetsides, Rear Mounts and Rescues. Sikkens paint. Color: FLNA3225 Red (Sikkens published).	1	
8100-0356	Paint lift cylinders, extension cylinders and upper turntable steelwork FLNA4006 white (does not apply to TT deck).	1	
INTERIOR PAINT			
8150-0011	The interior of the cab to be painted Zolatone gray.	1	
STRIPING			
8200-0016	White reflective tape on (4) outriggers.	1	
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	
8300-0330	Single NFPA Scotchlite Stripe - upto 6" wide and straight on cab and the body. Size, color and location as specified by the customer.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	

Salescode	Extended Description	Qty	
GRAPHICS			
8400-0022	Logo E-ONE (PR) on aerial lift cylinder. Logo to be black and white reflective material approx 14" long located midway along outward surface of cylinder.	1	
WARRANTY / STANDARD			
9100-0000	Standard 1 Year Warranty.	1	
9100-0003	Lifetime Frame Stuctural Warranty.	1	
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0005	10 Year Stainless Steel Plumbing Warranty - Statement of Warranty.	1	
9100-0007	20 Year Aerial Device Structural Warranty - Integrity Limited Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0000	Vehicle familiarization aerial (Domestic). 3 days. Use 9300-0315 for additional days.	1	
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0016	Approval Drawings-Standard.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	

ITEM #19

HP95 Platform

Cyclone II



Fire Apparatus Quotation for:
BUYBOARD COOPERATIVE PURCHASING
Cyclone II HP95 Platform
Item 19



Quotation Number: 72768 Rev: 15

Unit Description: AERM-CYC2-092P

Quote Description: Aerial Rear Mount, Cyclone II, 92 Platform

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0001	Hosebed hoseload allowance on the apparatus shall be 1000 lbs.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
3340-1137-12C	Equipment allowance on the apparatus shall be 2500 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
BUMPERS			
1160-0000	Bumper 10" stainless steel.	1	
1160-0011	4" Front Bumper Extension.	1	
1160-0020	License plate holder mounted center of front bumper.	1	
FRAME ASSEMBLY			
1250-0005	Frame - Torque box for tandem axle RM aerial.	1	
1250-0092	GEOMET coated frame assembly fasteners.	1	
AXLE OPTIONS			
1025-0013	Meritor FL-943 front axle 21,500 lbs.	1	
1025-0022	Meritor RT-50-160 rear tandem axle 52,000 lb. capacity.	1	
1025-0028	Koni shock absorbers for front axle - adjustable.	1	
SUSPENSIONS			
1070-0002	Rear suspension springs rated equal to the capacity of the axles.	1	
WHEEL OPTIONS			

Salescode	Extended Description	Qty	
WHEEL OPTIONS			
1050-0007	Front axle wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center cap with E-ONE logo. Note: Center cap will have an inspection port IPO a logo if equipped with Stemco oil seals.	1	
1050-0009	Rear axle (tandem) wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center caps with E-ONE logo. E-ONE custom chassis w/steel wheels will have chrome plated plastic lug covers.	1	
1050-0044	Accuride aluminum wheels for front axle (2).	1	
1050-0046	Accuride aluminum wheels for rear axles (8).	1	
TIRE OPTIONS			
1060-0008	Eight Michelin 12R tires model XZE for rear axles	1	
1060-0046	Two Michelin 425 tires model XFE for front axle.	1	
1060-0119	RWC AirGuard LED tire pressure monitoring valve stem caps (10) for tandem rear axle applications.	1	
BRAKE SYSTEMS			
1100-0000	16-1/2" x 6" S-cam brakes with ArvinMeritor automatic slack adjusters for front axle.	1	
1100-0006	Parking brake release mounted on the driver's side lower dash.	1	
1100-0008	Brake system air 6X4.	1	
1100-0014	ArvinMeritor 16-1/2" x 7" S-cam brakes with cast brake drums for a tandem rear axle.	1	
1100-0026	G4 Electronic Stability Control (6x4), Includes RSC and ATC. Not available on 6x6 or commercial chassis.	1	
AIR SYSTEM OPTIONS			
1110-0000-001	Inlet for air system. Location: driver door jamb.	1	
1110-0002	Air dryer Bendix AD-9.	1	
1110-0006	Air lines nylon.	1	
1110-0041	Air horns Grover recessed in bumper (PR).	1	
ENGINES & TRANSMISSIONS			
1200-0017	Push-button transmission shift selector.	1	
1200-0021	TransSynd synthetic transmission fluid for EVS 4000.	1	
1200-0096	Electronic speed limiting set at 60 MPH.	1	
1200-0317	Eng/Trans Cummins ISX12 500HP with EVS4000 transmission. 2016 EPA Compliant.	1	

Salescode	Extended Description	Qty	
SECONDARY BRAKING			
1125-0002	Jacobs engine compression brake.	1	
1125-0023	Transmission to seek second gear when Jacobs engine brake or Telma retarder is engaged. N/A with Trans retarder.	1	
COOLING PACKAGE			
1800-0013	Cooling system for use with Cyclone II X, Typhoon X, and Quest chassis. For use with 2010 - 2017 EPA engines. Includes coolant recovery system.	1	
FUEL SYSTEMS			
1350-0004	Fuel system 50 gallon saddle tanks.	1	
1350-0022	Fuel line hose rubber.	1	
ALTERNATOR			
1700-0005	Alternator Leece Neville 320 amp. 320 amp SAE/272 amp NFPA.	1	
BATTERIES			
1400-0002	Battery four group 31 1000 CCA.	1	
CHASSIS OPTIONS			
1680-0005	Thermatic fan clutch.	1	
1680-0007	Drivelines 1810. Required on 1550 lb/ft torque or greater engines.	1	
1680-0008	Tow eyes front painted below bumper/cab (PR).	1	
1680-0012	Tow eyes rear frame painted black.	1	
1680-0017	Hot shift PTO.	1	
1680-0188	Aerial hydraulics installed on bottom port of EVS4000/4500 transmission (to allow for flat rear cab floor).	1	
1680-0250-M58	Diesel Exhaust Fluid (DEF) 5 gallon tank for 2013 / 2016 EPA engines. Location: left side below rear of cab.	1	
1680-0284	Radiator mounted power steering cooler.	1	
CAB MODEL			
1520-0008	Cyclone II X medium cab with 58" CA	1	
CAB ROOF TYPE			
1615-0004	Cab roof to be "flat" with trough for waterway. Required with HM100 (with waterway), HP100 (all), CR100/92 Pltfrm (SdStckr and W/O/P) or HP/HPS100 Pltfrm (all).	1	

Salescode	Extended Description	Qty	
CAB BADGE PACKAGE			
1610-0000	Cab and body to have applicable E-ONE logos.	1	
CAB DOOR OPTIONS			
1550-0003	Rear crew cab doors in the medium position.	1	
1550-0005	Driver and officer cab door windows. Include forward vent windows.	1	
1550-0011	Rear crew cab door windows. Includes manual roll-down actuation. Not available on Typhoon or CII with paddle style door latching.	1	
1550-0016	Cab door panels ABS.	1	
1550-0025	All cab doors shall have "L" style exterior latches.	1	
1550-0027	Front cab door windows to have manual actuation.	1	
1550-0038-659	(4) LED cab step area lighting. Locate each light on each cab door in the inboard position. Lights to be switched with door ajar.	1	
1550-0044	All cab door kick plates to be made from diamond plate aluminum.	1	
1550-0059-000-G6	Reflective Red/Lemon Yellow printed striping positioned in the "A" formation located on the cab door panels.	1	
1550-0077	Interior cab door locks - manual. Will have manual actuation from each respective door. Includes barrel style key lock on each exterior cab door.	1	
1550-0084	All cab exterior access doors to have 1250 keyed locks.	1	
MIRRORS			
1670-0003	Velvac 2010 mirrors. Door mounted west coast style with remote control and heat.	1	
MISC EXTERIOR CAB OPTIONS			
1550-0020	Windows cab side fixed driver's side.	1	
1550-0033	Windows cab side fixed officer's side.	1	
1675-0022	Pair of 18" handrails located just behind driver and officer front door one each side.	1	
1675-0023	Pair of 18" handrails located just behind driver and officer rear door (ALS doors if equipped) one each side.	1	
1675-0030	Mud flaps, front, black with E-ONE logo.	1	
1675-0047	Rear cab wall to be 3/16" aluminum diamond plate.	1	
1675-0201	Large radius cab wheel well. Includes bolt-on adjustable wheel well trim.	1	
1675-0202	Mounting plate for battery charger receptacle, indicator, air inlet, etc (if applicable). Plate to be removable brushed stainless steel.	1	
HVAC			

Salescode	Extended Description	Qty	
HVAC			
1515-0018	Air conditioning for the Typhoon X, CII X and Quest with roof top mounted condenser.	1	
1515-0048	Controls for heating and air conditioning shall be located in the driver side lower dash area. For use without front air bags only.	1	
SEATS			
1510-0003	Seats, Inc. brand 911 cab seats.	1	
1510-0007	Seat cover material vinyl.	1	
1510-0008	Seat color gray.	1	
1510-0035-147	Universal air pack bottle bracket (EA). Location: officer's seat.	1	
1510-0035-148	Universal air pack bottle bracket (EA). Location: rear facing driver's side.	1	
1510-0035-151	Universal air pack bottle bracket (EA). Location: inboard driver's side rear wall.	1	
1510-0035-152	Universal air pack bottle bracket (EA). Location: inboard officer's side rear wall.	1	
1510-0035-215	Universal air pack bottle bracket (EA). Location: rear facing officer's side.	1	
1510-0038	Driver seat 911 air ride.	1	
1510-0042	Officer seat to be 911 fixed SCBA.	1	
1510-0050	Rear facing 911 seat with SCBA driver's side.	1	
1510-0053	Rear facing 911 seat with SCBA officer's side.	1	
1510-0062	Two man bench centered on rear wall with 911 SCBA backs. Includes angled corners.	1	
1685-0033	Seating capacity tag of six occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0000	Cab interior gray. Does not include engine cover or seat color.	1	
1685-0006	Padded sun visors, driver and officer's side overhead.	1	
1685-0168	ABS Dash package. Includes center and officer side dash, lower kick panels and "A" post covers.	1	
1685-0187	Severe duty engine cover, molded polyurethane.	1	
1685-0496	ABS overhead console. Includes front full width overhead, air conditioning plenum and rear facing blower.	1	
1685-0532	Stepped profile rear engine cover.	1	
CAB ELECTRICAL OPTIONS			
1750-0046-195	Cab Headlights. Position: lower.	1	
1750-0059-179-04	Receptacle inlet 20 amp with a Yellow cover. Location: outside driver's door next	1	

Salescode	Extended Description	Qty	
CAB ELECTRICAL OPTIONS			
	to handrail.		
1750-0072-592	12 VDC (or 24VDC) electrical outlet wired battery hot. Location: driver side dash.	1	
1750-0075	English dominant main cab gauge cluster.	1	
1750-0158	Dome Lts Red/White LED. Package includes two lights mounted in the front and two mounted in the rear of the cab. White light wired through door and light assembly switch. Red light through light assembly switch.	1	
1750-0198-A31	Battery charger to be located behind driver's seat.	1	
1750-0215-172	Turn signal Whelen M6 LED arrow amber pair located upper headlight bezel.	1	
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	
1750-0435	Halogen cab headlights. TyphoonX, CIIX and QST2 only.	1	
1750-0449	Momentary DPF regeneration override switch.	1	
BODY SPEC			
3090-0000	Body Specs - SideStacker aerial with tandem axle. Includes left rear staircase with pocket style drop down step.	1	
BODY COMPT REAR			
3110-0360	Rear of body to have un-painted smooth plate overlay style body panels to facilitate rear body striping.	1	
AERIAL BODY OPTIONS			
3310-0002	Compartments driver side CR100/95 platform SideStacker with 300g tank. Includes rescue style compartments.	1	
3310-0013	Compartments officer side CR100/95 platform SideStacker with 300g tank. Includes rescue style compartments ahead of wheel wells with standard hosebed.	1	
3310-0032	Recessed tubes for (6) pike poles. Not available on HP75 SideStacker.	1	
3310-0051	Crosslay double to hold up to 200' of 2.0" DJ (each). Includes storage pan to rear of crosslays (if applicable).	1	
3310-0069	Rear ladder tunnel doors. Vertically hinged smooth plate to match rear body finish.	1	
3310-0162	Jack leg opening covers diamond plate (4) sets. Includes diamond plate outrigger covers and fixed diamond plate filler panels. HM100/110 requires surface mount warning lights.	1	
3310-0309	Auxiliary jack pad 26X26 (4) with 20 degree formed handle. Includes (4) mounting brackets.	1	
3310-0513	Fuel fill hinged door and fixed panel below door each side to rear of rear axle to	1	

Salescode	Extended Description	Qty	
AERIAL BODY OPTIONS			
	be diamond plate.		
DOORS			
3300-0007-017	Door single vertical hinged painted. Location(s): R3	1	
3300-0007-018	Door single vertical hinged painted. Location(s): R4	1	
3300-0011-005	Door single horizontal hinged lift-up box pan configuration painted. Location(s): L3	1	
3300-0011-006	Door single horizontal hinged lift-up box pan configuration painted. Location(s): L4	1	
3300-0017-003	Door roll up short (up to 45") with satin finish ROM. Location(s): L1.	1	
3300-0017-007	Door roll up short (up to 45") with satin finish ROM. Location(s): L5.	1	
3300-0017-015	Door roll up short (up to 45") with satin finish ROM. Location(s): R1.	1	
3300-0019-004	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L2.	1	
3300-0019-008	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L6.	1	
3300-0019-016	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R2.	1	
COVERS			
3305-0007-000-13	Vinyl Black hose bed cover with attached rear flap(s).	1	
3305-0008-000-13	Vinyl Black crosslay cover with attached side flaps.	1	
PUMP PANELS			
3134-0016	Stainless steel driver and officer side pump panels.	1	
3134-0055	Officer side upper pump access panel to be horizontal hinged with stainless steel door. Includes (2) push button latches and (2) hold open devices.	1	
MISC PUMP PANEL OPTIONS			
4460-0003	Pump panel tags color coded per NFPA compliance.	1	
WATER TANK			
4010-0195	300 gallon "T" water tank. UPF Poly III blue fill tower.	1	
TANK PLUMBING			
4450-0010	2" tank fill Akron manual valve.	1	
4450-0022	3" tank to pump Akron manual valve.	1	
LADDER STORAGE / RACKS			
3365-0013-607	Center mounted ladder tunnel. Ladder rack to hold: (2)PEL-35, PEL-28, PEL-24,	1	

Salescode	Extended Description	Qty	
LADDER STORAGE / RACKS			
	PRL-20, PRL-16 and FL-10 (with rubber block feet).		
HANDRAILS / STEPS			
3330-0002-050	Slide-out platform, rollerless. Includes chrome grab handle centered on the front face of the platform (includes hand rail as applicable). Located below driver side pump panel.	1	
MISC BODY OPTIONS			
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
3340-0107	Diamond plate tandem axle wheel well. Includes bolt-on composite wheel well liners and fenderettes.	1	
3340-0270	The painted aerial body side panels shall be smooth / flush. Applies to SideStacker HB side, panels next to water tank on MM, and upper body sides on RLP.	1	
PUMPS			
4005-0031	Rating 1500 GPM.	1	
4005-0196	Hale QMAX 1000-2250 GPM single stage pump. Requires primer option.	1	
PUMP CERTIFICATION			
4475-0000	Pump certification 750-2250 GPM	1	
PUMP OPTIONS			
4015-0029	Hale pressure relief valve.	1	
4015-0037	Engine throttle, vernier.	1	
4015-0038	Pump seal packing for Hale pump.	1	
4015-0053-198	Steamers to be Flush + 1". Location: driver's side.	1	
4015-0053-199	Steamers to be Flush + 1". Location: officer's side.	1	
4015-0073	Manual operated master pump drain. The master drain shall be clearly marked and placed in accessible location below running board on driver side (or area directly to rear of panel if no room below panel).	1	
4015-0210	Pump cooler with Innovative Control 1/4 turn valve with "T" handle and label.	1	
4015-0238	Hale electric primer (oil-less).	1	
INTAKES			
4440-0005	2.5" Left Intake Akron Manual Valve.	1	
INTAKE OPTIONS			

Salescode	Extended Description	Qty	
INTAKE OPTIONS			
4445-0009	Intake relief valve, Akron.	1	
DISCHARGES AND PRECONNECTS			
4415-0012-654	1.5" Crosslay with Akron manual valve. Location: crosslay 1 & 2.	2	
4415-0051	4" Waterway Discharge with 3" Akron Manual Valve.	1	
4415-0161-581	2.5" Left Panel Discharge Akron Manual Valve w/30 Degree Chrome Droop. Location: left side discharge 1.	1	
4415-0161-582	2.5" Left Panel Discharge Akron Manual Valve w/30 Degree Chrome Droop. Location: left side discharge 2.	1	
4415-0164-583	2.5" Right Panel Discharge Akron Manual Valve w/30 Degree Chrome Droop. Location: right side discharge 1.	1	
4415-0164-584	2.5" Right Panel Discharge Akron Manual Valve w/30 Degree Chrome Droop. Location: right side discharge 2.	1	
DISCHARGE OPTIONS			
4417-0175	Innovative Controls push/pull valve controls with locking T handles.	1	
4417-0176	Innovative Controls 3/4" bleeder/drain valve include lift lever with ergonomic grip.	7	
4417-0185	Innovative Controls discharge and intake bezels with integral color code and verbiage for side mount pump panel.	1	
GAUGES			
4435-0069	Class 1 ENFO IV system on pump operator's panel.	1	
4435-0083	Innovative Controls 10 LED SL series water tank level gauge. On pump panel.	1	
4435-0246	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel.	7	
4435-0247	4" Innovative Controls stainless steel case master pressure gauges with bezel. Intake 30-0-400, and discharge 0-400.	1	
ELECTRICAL SYSTEMS			
5010-0039	V-MUX Electrical system for aerials.	1	
5010-0049	Vehicle data recorder - 2009 / 2016 NFPA compliant. Includes occupant detection shown in multiplex display. E-ONE chassis only.	1	
5010-0055-649	Vista IV display for V-MUX electrical system. Location: driver's side engine cover.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			

Salescode	Extended Description	Qty	
LIGHT BARS			
5300-0506-000-4T	Front light bar LED color: Red with clear lenses (If applicable, includes side facing when colors are the same.)	1	
5300-0514	Whelen MK9S short slide bolt bracket mount for mini front light bars (4).	1	
5300-0524-035	Whelen F4 Mini-Freedom LED light bars (PR) 21.5" with 5 LEDs in each bar. Location: front cab corners at 20 degree angle.	1	
WARNING LIGHT PACKAGES			
5550-0484-538-4U	Whelen Super LED lower level warning light package. Includes (8) C-Series model C6L light heads and (2) ION-T Series model TLI light heads with bezels. Color: Red with red lenses. Locate side facing lights: at forward most position, in rear wheel well offset to front, and side facing at rear of body in rubrail if equipped. Note: ION-T Series light only available with clear lenses.	1	
WARNING LIGHTS			
5600-0078-479-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location rear upper body on aerial style brackets.	1	
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
SIRENS			
5500-0009	Federal PA300 electronic siren recessed mounted.	1	
5500-0024-170	The primary electronic siren control is to be located center overhead.	1	
SPEAKERS			
5510-0029-209	Speaker, Federal Signal Dynamax ES100 with "E-ONE" grille through bumper. Location: driver side front bumper.	1	
DOT LIGHTING			
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0028	Marker light LED body/cab package. E-ONE custom cab with rear mount aerial platform bodies only. Includes (3) marker lights on front of platform.	1	
5150-0102	Whelen M6 series LED vertical mount tail lights. Includes LED stop/tail, arrow turn and back-up lights with vertical 3 light housing and weatherproof connectors.	1	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0030	Ground light package LED - small.	1	
5380-0278	Compartment light package TecNiq T440 4" LED for large bodies.	1	
5380-0285	Step light package body TecNiq T440 4" LED - small.	1	

Salescode	Extended Description	Qty	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0325	EON LED ladder tunnel light (EA).	2	
LIGHTS - DECK AND SCENE			
5390-0215-444	Deck Lights - Optronics Model TLL44 (PR). Location: (1) each side over rear ladder tunnel.	1	
5390-0216	Hose bed light Optronics LED model TLL44 Locate at front of hose bed. Switched with work light switch in cab.	1	
5390-0217	Crosslay light Optronics LED model TLL44. Locate to rear of crosslay (SM) and forward of crosslay (TM as applicable). Switched with work light switch in cab.	1	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
5400-0011	LED pump compartment light (EA).	1	
5400-0259	TecNiq model E10 pump panel LED light package with (3) lights per side pump panel. Pump panels over 45" may require additional lights. Side mount only.	1	
CONTROLS / SWITCHES			
5100-0000-198	Foot switch to control air horns located driver's side.	1	
5100-0165	Audible door ajar alarm wired through door ajar light. For use with V-Mux Display only.	1	
CAMERAS / INTERCOM			
5350-0156	FRC ACT 2-way aerial intercom.	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
AERIAL MODEL			
6100-0069	Platform 95 SideStacker. Includes platform with angled corners, left side turntable console and jack leg flood lights.	1	
AERIAL HYDRAULIC SYSTEM OPTIONS			
6150-0003-216	Gauge aerial hydraulic oil level. Electronic display to be located on pump operator's panel.	1	
6150-0014	Aerial hydraulic pump to be upgraded to a variable displacement style pump	1	
AERIAL CONTROLS			
6850-0037	Advanced Aerial Control System - Platform. Includes body protection, cradle alignment It and 3.2" displays with flowmeter at each control console.	1	

Salescode	Extended Description	Qty	
AERIAL CONTROLS			
6850-0043	Diamond plate turntable console mounted to tube style pedestal mount. Includes side hinged diamond plate cover with hinge on outboard side. Includes modified left side turntable handrail. (95-platform and HP/HPS100 Platform only)	1	
MONITORS			
6300-0017	Monitor painted silver from OEM.	1	
6300-0108	Monitor Akron StreamMaster II electric with 5177 nozzle 1250GPM for platform. Includes tip controls, base controls and a butterfly valve. Monitor to have multiple flow ratings based on aerial model and monitor position.	1	
AERIAL WARNING LIGHTS			
6550-0002	Outrigger warning lights (4) LED. Truck-Lite model 91R.	1	
6550-0100-000-4U	Whelen C-Series model C6L Super LED warning lights (4). Color: Red with red lenses. Located down low across front of platform wired to upper level lights.	1	
AERIAL LIGHTING			
6560-0041	Whelen LED model PFBP12C at base (PR).	1	
6560-0163-237	Light Whelen Micro Pioneer model MPPWCS low profile pedestal mount with a white housing with chrome cover. Switched at light head and base console. Location(s): center front of platform.	1	
WATERWAY OPTIONS			
6350-0005	Rear 4" NST waterway inlet for rear mounted aerials. Includes chrome cap.	1	
6350-0012-192	Akron 2.5" valve for platform. Valve to be located at the front of platform next to monitor.	1	
6350-0014	2.5" chrome elbow with 2.5" x 1.5" reducer and 1.5" cap for platform / ladder discharge valve.	1	
6350-0067	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel. Locate next to waterway inlet.	1	
BREATHING AIR			
6400-0003	Breathing air platform with (1) 444CF cylinder. Includes low air alarm.	1	
SIGN PLATES			
6750-0002-000-39	Aerial sign plates 22 x 144 (PR). Does not include lettering. Color: Job Color.	1	
AERIAL TESTING			
6900-0000	Aerial flow test - 3rd party.	1	
6900-0007	Aerial 2016 NFPA Certification.	1	

Salescode	Extended Description	Qty	
GROUND LADDERS			
7800-0010	Alco-Lite PRL-16' roof ladder.	1	
7800-0016	Alco-Lite PEL-24' 2-section extension ladder.	1	
7800-0021	Alco-Lite PEL-28' extension ladder.	1	
7800-0023	Alco-Lite PEL3-35' 3-section extension ladder.	2	
7800-0032	Alco-Lite FL-10, 10' folding ladder w/safety shoes.	1	
7800-0038	Alco-Lite PRL-20' roof ladder.	1	
MISC LOOSE EQUIPMENT			
7600-0016	Wheel chocks 44" NFPA compliant, pair (PR) of Zico SAC-44. Up to 44" diameter tires. Includes mounting brackets.	1	
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0084	All applicable pump/pre-connect application modules are to have a job color finish. Includes upper and lower pump modules, crosswalk module and/or speedlay/pre-connect module (as applicable). Rear mounted body/pump module to be painted job color.	1	
8100-0116	Rear body surface to have a sanded finish (not painted job color). Includes hinged doors that do not have discrete sales codes and removable panels.	1	
8100-0176-000-17	Paint E-ONE chassis cab - Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0183-000-17	Paint Body - Large - For Aerials, T/A Tankers/Wetsides, Rear Mounts and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0354	Paint lift cylinders, extension cylinders and upper turntable steelwork primary job color (does not apply to TT deck).	1	
INTERIOR PAINT			
8150-0011	The interior of the cab to be painted Zolatone gray.	1	
STRIPING			
8200-0016	White reflective tape on (4) outriggers.	1	
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	
8300-0330	Single NFPA Scotchlite Stripe - upto 6" wide and straight on cab and the body. Size, color and location as specified by the customer.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above	1	

Salescode	Extended Description	Qty	
STRIPING			
	48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.		
GRAPHICS			
8400-0022	Logo E-ONE (PR) on aerial lift cylinder. Logo to be black and white reflective material approx 14" long located midway along outward surface of cylinder.	1	
8400-0067	E-ONE logo with grey backing on M6 series vertical tail light housing (PR).	1	
WARRANTY / STANDARD			
9100-0000	Standard 1 Year Warranty.	1	
9100-0003	Lifetime Frame Structural Warranty.	1	
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0005	10 Year Stainless Steel Plumbing Warranty - Statement of Warranty.	1	
9100-0007	20 Year Aerial Device Structural Warranty - Integrity Limited Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0000	Vehicle familiarization aerial (Domestic). 3 days. Use 9300-0315 for additional days.	1	
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0016	Approval Drawings-Standard.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	

ITEM #20

HP100 Platform

Cyclone II



Fire Apparatus Quotation for:
BUYBOARD COOPERATIVE PURCHASING
HP100 Platform
Item #20



Quotation Number: 72769 Rev: 11

Unit Description: AERM-CYC2-100P

Quote Description: Aerial Rear Mount, Cyclone II, 100 Foot Platform

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0001	Hosebed hoseload allowance on the apparatus shall be 1000 lbs.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
3340-1137-12C	Equipment allowance on the apparatus shall be 2500 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
BUMPERS			
1160-0000	Bumper 10" stainless steel.	1	
1160-0008	3/16" Front Bumper Gravel Shield.	1	
1160-0014	20" Front Bumper Gravel Shield Extension.	1	
1160-0020	License plate holder mounted center of front bumper.	1	
FRAME ASSEMBLY			
1250-0014	Frame - Torque box for HP100 platform.	1	
1250-0092	GEOMET coated frame assembly fasteners.	1	
AXLE OPTIONS			
1025-0023	Meritor RT-50-160 rear tandem axle 54,000 lb. capacity.	1	
1025-0028	Koni shock absorbers for front axle - adjustable.	1	
1025-0171	Dana 22I 24,000 lb. front axle.	1	
SUSPENSIONS			
1070-0015	Ridewell Dynalastic rear suspension (40-54K) rated equal to the capacity of the	1	

Salescode	Extended Description	Qty	
SUSPENSIONS			
	axles.		
WHEEL OPTIONS			
1050-0001	Alcoa aluminum wheels for front axle (2).	1	
1050-0005	Alcoa aluminum wheels for rear axles (8).	1	
1050-0007	Front axle wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center cap with E-ONE logo. Note: Center cap will have an inspection port IPO a logo if equipped with Stemco oil seals.	1	
1050-0009	Rear axle (tandem) wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center caps with E-ONE logo. E-ONE custom chassis w/steel wheels will have chrome plated plastic lug covers.	1	
TIRE OPTIONS			
1060-0008	Eight Michelin 12R tires model XZE for rear axles	1	
1060-0046	Two Michelin 425 tires model XFE for front axle.	1	
1060-0113	Intermittent service tire rating.	1	
1060-0119	RWC AirGuard LED tire pressure monitoring valve stem caps (10) for tandem rear axle applications.	1	
BRAKE SYSTEMS			
1100-0006	Parking brake release mounted on the driver's side lower dash.	1	
1100-0008	Brake system air 6X4.	1	
1100-0014	ArvinMeritor 16-1/2" x 7" S-cam brakes with cast brake drums for a tandem rear axle.	1	
1100-0026	G4 Electronic Stability Control (6x4), Includes RSC and ATC. Not available on 6x6 or commercial chassis.	1	
1100-0031	Dana ADB22X 17" disc brakes for front axle.	1	
AIR SYSTEM OPTIONS			
1110-0000-001	Inlet for air system. Location: driver door jamb.	1	
1110-0002	Air dryer Bendix AD-9.	1	
1110-0006	Air lines nylon.	1	
1110-0026	Air horns recessed in bumper (PR).	1	
ENGINES & TRANSMISSIONS			
1200-0017	Push-button transmission shift selector.	1	
1200-0021	TransSynd synthetic transmission fluid for EVS 4000.	1	

Salescode	Extended Description	Qty	
ENGINES & TRANSMISSIONS			
1200-0096	Electronic speed limiting set at 60 MPH.	1	
1200-0317	Eng/Trans Cummins ISX12 500HP with EVS4000 transmission. 2016 EPA Compliant.	1	
SECONDARY BRAKING			
1125-0002	Jacobs engine compression brake.	1	
1125-0023	Transmission to seek second gear when Jacobs engine brake or Telma retarder is engaged. N/A with Trans retarder.	1	
COOLING PACKAGE			
1800-0013	Cooling system for use with Cyclone II X, Typhoon X, and Quest chassis. For use with 2010 - 2017 EPA engines. Includes coolant recovery system.	1	
FUEL SYSTEMS			
1350-0005	Fuel system 65 gallons.	1	
1350-0022	Fuel line hose rubber.	1	
ALTERNATOR			
1700-0019	Alternator Niehoff 360 amp (360 amp SAE/320 NFPA rating). Available only on ISX12 and ISX15.	1	
BATTERIES			
1400-0002	Battery four group 31 1000 CCA.	1	
CHASSIS OPTIONS			
1680-0005	Thermatic fan clutch.	1	
1680-0007	Drivelines 1810. Required on 1550 lb/ft torque or greater engines.	1	
1680-0008	Tow eyes front painted below bumper/cab (PR).	1	
1680-0012	Tow eyes rear frame painted black.	1	
1680-0017	Hot shift PTO.	1	
1680-0188	Aerial hydraulics installed on bottom port of EVS4000/4500 transmission (to allow for flat rear cab floor).	1	
1680-0250-M58	Diesel Exhaust Fluid (DEF) 5 gallon tank for 2013 / 2016 EPA engines. Location: left side below rear of cab.	1	
1680-0284	Radiator mounted power steering cooler.	1	
CAB MODEL			
1520-0008	Cyclone II X medium cab with 58" CA	1	

Salescode	Extended Description	Qty	
CAB ROOF TYPE			
1615-0004	Cab roof to be "flat" with trough for waterway. Required with HM100 (with waterway), HP100 (all), CR100/92 Pltfrm (SdStckr and W/O/P) or HP/HPS100 Pltfrm (all).	1	
CAB BADGE PACKAGE			
1610-0000	Cab and body to have applicable E-ONE logos.	1	
CAB DOOR OPTIONS			
1550-0003	Rear crew cab doors in the medium position.	1	
1550-0005	Driver and officer cab door windows. Include forward vent windows.	1	
1550-0011	Rear crew cab door windows. Includes manual roll-down actuation. Not available on Typhoon or CII with paddle style door latching.	1	
1550-0016	Cab door panels ABS.	1	
1550-0025	All cab doors shall have "L" style exterior latches.	1	
1550-0027	Front cab door windows to have manual actuation.	1	
1550-0044	All cab door kick plates to be made from diamond plate aluminum.	1	
1550-0059-000-G6	Reflective Red/Lemon Yellow printed striping positioned in the "A" formation located on the cab door panels.	1	
1550-0077	Interior cab door locks - manual. Will have manual actuation from each respective door. Includes barrel style key lock on each exterior cab door.	1	
1550-0083	All cab exterior access doors to have CH751 keyed locks.	1	
1550-0186-659	(4) TecNiq T440 4" LED cab step area lighting. Locate each light on each cab door in the inboard position. Lights to be switched with door ajar.	1	
MIRRORS			
1670-0003	Velvac 2010 mirrors. Door mounted west coast style with remote control and heat.	1	
MISC EXTERIOR CAB OPTIONS			
1550-0020	Windows cab side fixed driver's side.	1	
1550-0033	Windows cab side fixed officer's side.	1	
1675-0022	Pair of 18" handrails located just behind driver and officer front door one each side.	1	
1675-0023	Pair of 18" handrails located just behind driver and officer rear door (ALS doors if equipped) one each side.	1	
1675-0030	Mud flaps, front, black with E-ONE logo.	1	
1675-0047	Rear cab wall to be 3/16" aluminum diamond plate.	1	

Salescode	Extended Description	Qty	
MISC EXTERIOR CAB OPTIONS			
1675-0201	Large radius cab wheel well. Includes bolt-on adjustable wheel well trim.	1	
1675-0202	Mounting plate for battery charger receptacle, indicator, air inlet, etc (if applicable). Plate to be removable brushed stainless steel.	1	
HVAC			
1515-0018	Air conditioning for the Typhoon X, CII X and Quest with roof top mounted condenser.	1	
1515-0048	Controls for heating and air conditioning shall be located in the driver side lower dash area. For use without front air bags only.	1	
SEATS			
1510-0003	Seats, Inc. brand 911 cab seats.	1	
1510-0007	Seat cover material vinyl.	1	
1510-0008	Seat color gray.	1	
1510-0035-147	Universal air pack bottle bracket (EA). Location: officer's seat.	1	
1510-0035-148	Universal air pack bottle bracket (EA). Location: rear facing driver's side.	1	
1510-0035-151	Universal air pack bottle bracket (EA). Location: inboard driver's side rear wall.	1	
1510-0035-152	Universal air pack bottle bracket (EA). Location: inboard officer's side rear wall.	1	
1510-0035-215	Universal air pack bottle bracket (EA). Location: rear facing officer's side.	1	
1510-0038	Driver seat 911 air ride.	1	
1510-0042	Officer seat to be 911 fixed SCBA.	1	
1510-0050	Rear facing 911 seat with SCBA driver's side.	1	
1510-0053	Rear facing 911 seat with SCBA officer's side.	1	
1510-0062	Two man bench centered on rear wall with 911 SCBA backs. Includes angled corners.	1	
1685-0033	Seating capacity tag of six occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0000	Cab interior gray. Does not include engine cover or seat color.	1	
1685-0005	Lexan sun visors, driver and officer's side overhead.	1	
1685-0168	ABS Dash package. Includes center and officer side dash, lower kick panels and "A" post covers.	1	
1685-0187	Severe duty engine cover, molded polyurethane.	1	
1685-0496	ABS overhead console. Includes front full width overhead, air conditioning plenum and rear facing blower.	1	

Salescode	Extended Description	Qty	
MISC INTERIOR CAB OPTIONS			
1685-0532	Stepped profile rear engine cover.	1	
CAB ELECTRICAL OPTIONS			
1750-0024-179-04	Auto-Eject receptacle inlet 20 amp located outside driver's door next to handrail with a Yellow cover.	1	
1750-0046-195	Cab Headlights. Position: lower.	1	
1750-0072-592	12 VDC (or 24VDC) electrical outlet wired battery hot. Location: driver side dash.	1	
1750-0075	English dominant main cab gauge cluster.	1	
1750-0158	Dome Lts Red/White LED. Package includes two lights mounted in the front and two mounted in the rear of the cab. White light wired through door and light assembly switch. Red light through light assembly switch.	1	
1750-0198-A31	Battery charger to be located behind driver's seat.	1	
1750-0215-172	Turn signal Whelen M6 LED arrow amber pair located upper headlight bezel.	1	
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	
1750-0435	Halogen cab headlights. TyphoonX, CIIX and QST2 only.	1	
1750-0449	Momentary DPF regeneration override switch.	1	
BODY SPEC			
3090-0000	Body Specs - SideStacker aerial with tandem axle. Includes left rear staircase with pocket style drop down step.	1	
BODY COMPT REAR			
3110-0360	Rear of body to have un-painted smooth plate overlay style body panels to facilitate rear body striping.	1	
AERIAL BODY OPTIONS			
3310-0032	Recessed tubes for (6) pike poles. Not available on HP75 SideStacker.	1	
3310-0051	Crosslay double to hold up to 200' of 2.0" DJ (each). Includes storage pan to rear of crosslays (if applicable).	1	
3310-0069	Rear ladder tunnel doors. Vertically hinged smooth plate to match rear body finish.	1	
3310-0072	Compartments driver side HP100 Platform SideStacker with 300g tank. Includes rescue style extended height compartments. The door on small compts next to rear outrigger to match wheelwell.	1	
3310-0073	Compartments officer side HP100 Platform SideStacker with 300g tank. Includes rescue style extended height compartments ahead of wheel well with extended hosebed.	1	

Salescode	Extended Description	Qty	
AERIAL BODY OPTIONS			
3310-0075	Upper dunnage area extension 34 x 58 diamond plate.	1	
3310-0162	Jack leg opening covers diamond plate (4) sets. Includes diamond plate outrigger covers and fixed diamond plate filler panels. HM100/110 requires surface mount warning lights.	1	
3310-0310	Auxiliary jack pad 26X26 (4) with 20 degree formed handle. Includes (2) double mounting brackets.	1	
DOORS			
3300-0007-017	Door single vertical hinged painted. Location(s): R3	1	
3300-0007-018	Door single vertical hinged painted. Location(s): R4	1	
3300-0007-019	Door single vertical hinged painted. Location(s): R5	1	
3300-0011-005	Door single horizontal hinged lift-up box pan configuration painted. Location(s): L3	1	
3300-0011-006	Door single horizontal hinged lift-up box pan configuration painted. Location(s): L4	1	
3300-0017-007	Door roll up short (up to 45") with satin finish ROM. Location(s): L5.	1	
3300-0019-003	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L1.	1	
3300-0019-004	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L2.	1	
3300-0019-015	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R1.	1	
3300-0019-016	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R2.	1	
COVERS			
3305-0007-000-13	Vinyl Black hose bed cover with attached rear flap(s).	1	
3305-0008-000-13	Vinyl Black crosslay cover with attached side flaps.	1	
PUMP PANELS			
3134-0016	Stainless steel driver and officer side pump panels.	1	
3134-0055	Officer side upper pump access panel to be horizontal hinged with stainless steel door. Includes (2) push button latches and (2) hold open devices.	1	
MISC PUMP PANEL OPTIONS			
4460-0003	Pump panel tags color coded per NFPA compliance.	1	
WATER TANK			
4010-0195	300 gallon "T" water tank. UPF Poly III blue fill tower.	1	
TANK PLUMBING			

Salescode	Extended Description	Qty	
TANK PLUMBING			
4450-0010	2" tank fill Akron manual valve.	1	
4450-0022	3" tank to pump Akron manual valve.	1	
LADDER STORAGE / RACKS			
3365-0076-Q04	Center mounted ladder tunnel for HP100 and HPS100 Platforms. Note: 1" aerial raise required with 30' and larger 3-section ladder in tunnel. Rack to hold: (2)PEL-35, PEL-28, PEL-24, PRL-20, PRL-16 and FL-10 (with rubber block feet and no handles).	1	
HANDRAILS / STEPS			
3330-0002-050	Slide-out platform, rollerless. Includes chrome grab handle centered on the front face of the platform (includes hand rail as applicable). Located below driver side pump panel.	1	
MISC BODY OPTIONS			
3340-0058	Recessed fuel fill driver side wheel well.	1	
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
3340-0107	Diamond plate tandem axle wheel well. Includes bolt-on composite wheel well liners and fenderettes.	1	
3340-0270	The painted aerial body side panels shall be smooth / flush. Applies to SideStacker HB side, panels next to water tank on MM, and upper body sides on RLP.	1	
PUMPS			
4005-0031	Rating 1500 GPM.	1	
4005-0196	Hale QMAX 1000-2250 GPM single stage pump. Requires primer option.	1	
PUMP CERTIFICATION			
4475-0000	Pump certification 750-2250 GPM	1	
PUMP OPTIONS			
4015-0038	Pump seal packing for Hale pump.	1	
4015-0053-198	Steamers to be Flush + 1". Location: driver's side.	1	
4015-0053-199	Steamers to be Flush + 1". Location: officer's side.	1	
4015-0073	Manual operated master pump drain. The master drain shall be clearly marked and placed in accessible location below running board on driver side (or area directly to rear of panel if no room below panel).	1	
4015-0210	Pump cooler with Innovative Control 1/4 turn valve with "T" handle and label.	1	

Salescode	Extended Description	Qty	
PUMP OPTIONS			
4015-0238	Hale electric primer (oil-less).	1	
INTAKES			
4440-0005	2.5" Left Intake Akron Manual Valve.	1	
INTAKE OPTIONS			
4445-0009	Intake relief valve, Akron.	1	
DISCHARGES AND PRECONNECTS			
4415-0012-654	1.5" Crosslay with Akron manual valve. Location: crosslay 1 & 2.	2	
4415-0161-581	2.5" Left Panel Discharge Akron Manual Valve w/30 Degree Chrome Droop. Location: left side discharge 1.	1	
4415-0161-582	2.5" Left Panel Discharge Akron Manual Valve w/30 Degree Chrome Droop. Location: left side discharge 2.	1	
4415-0164-583	2.5" Right Panel Discharge Akron Manual Valve w/30 Degree Chrome Droop. Location: right side discharge 1.	1	
4415-0164-584	2.5" Right Panel Discharge Akron Manual Valve w/30 Degree Chrome Droop. Location: right side discharge 2.	1	
4415-0994	4" waterway discharge with 4" Akron electric valve with 9323 controller.	1	
DISCHARGE OPTIONS			
4417-0175	Innovative Controls push/pull valve controls with locking T handles.	1	
4417-0176	Innovative Controls 3/4" bleeder/drain valve include lift lever with ergonomic grip.	7	
4417-0185	Innovative Controls discharge and intake bezels with integral color code and verbiage for side mount pump panel.	1	
PRESSURE GOVERNORS			
4465-0011	Class 1 TPG pressure governor. Includes, water, oil, volt and tachometer.	1	
GAUGES			
4435-0083	Innovative Controls 10 LED SL series water tank level gauge. On pump panel.	1	
4435-0246	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel.	7	
4435-0247	4" Innovative Controls stainless steel case master pressure gauges with bezel. Intake 30-0-400, and discharge 0-400.	1	
ELECTRICAL SYSTEMS			
5010-0039	V-MUX Electrical system for aerials.	1	

Salescode	Extended Description	Qty	
ELECTRICAL SYSTEMS			
5010-0049	Vehicle data recorder - 2009 / 2016 NFPA compliant. Includes occupant detection shown in multiplex display. E-ONE chassis only.	1	
5010-0055-649	Vista IV display for V-MUX electrical system. Location: driver's side engine cover.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0506-000-4T	Front light bar LED color: Red with clear lenses (If applicable, includes side facing when colors are the same.)	1	
5300-0515	Whelen MKEZ7 1.5" standard mount for mini front light bars (4).	1	
5300-0523	Whelen F4 Mini-Freedom LED side facing front cab light bars (PR) 21.5" . For use on rear mount platforms with supplemental upper level Zone A warning lights. Locate one each side front cab corners side facing.	1	
WARNING LIGHT PACKAGES			
5550-0484-538-4U	Whelen Super LED lower level warning light package. Includes (8) C-Series model C6L light heads and (2) ION-T Series model TLI light heads with bezels. Color: Red with red lenses. Locate side facing lights: at forward most position, in rear wheel well offset to front, and side facing at rear of body in rubrail if equipped. Note: ION-T Series light only available with clear lenses.	1	
WARNING LIGHTS			
5600-0078-290-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location above L2/R2 compartments offset rearward to supplement upper rear warnings.	1	
5600-0078-479-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location rear upper body on aerial style brackets.	1	
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
SIRENS			
5500-0015	Whelen model 295SLSA1 siren with microphone (replaced 295HFSA1).	1	
5500-0024-170	The primary electronic siren control is to be located center overhead.	1	
SPEAKERS			
5510-0049-209	Whelen SP123BMC electronic siren speaker recessed in front bumper. Location: driver side front bumper.	1	
DOT LIGHTING			
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0028	Marker light LED body/cab package. E-ONE custom cab with rear mount aerial	1	

Salescode	Extended Description	Qty	
DOT LIGHTING			
5150-0129	platform bodies only. Includes (3) marker lights on front of platform. Whelen M6 series LED horizontal mount tail lights. Includes LED stop/tail, arrow turn and back-up lights individually mounted with weatherproof connectors.	1	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0278	Compartment light package TecNiq T440 4" LED for large bodies.	1	
5380-0280	Ground light package TecNiq T440 4" LED - large.	1	
5380-0285	Step light package body TecNiq T440 4" LED - small.	1	
5380-0325	EON LED ladder tunnel light (EA).	2	
LIGHTS - DECK AND SCENE			
5390-0000-444	Deck light - Unity 12 volt (PR). Location: (1) each side over rear ladder tunnel.	1	
5390-0216	Hose bed light Optronics LED model TLL44 Locate at front of hose bed. Switched with work light switch in cab.	1	
5390-0217	Crosslay light Optronics LED model TLL44. Locate to rear of crosslay (SM) and forward of crosslay (TM as applicable). Switched with work light switch in cab.	1	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
5400-0011	LED pump compartment light (EA).	1	
5400-0259	TecNiq model E10 pump panel LED light package with (3) lights per side pump panel. Pump panels over 45" may require additional lights. Side mount only.	1	
CONTROLS / SWITCHES			
5100-0000-198	Foot switch to control air horns located driver's side.	1	
5100-0000-199	Foot switch to control air horns located officer's side.	1	
5100-0165	Audible door ajar alarm wired through door ajar light. For use with V-Mux Display only.	1	
CAMERAS / INTERCOM			
5350-0156	FRC ACT 2-way aerial intercom.	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
AERIAL MODEL			
6100-0018	Platform HP100 with SideStacker T/T. Includes left side console, turntable mansaver bars and jack leg flood lights.	1	

Salescode	Extended Description	Qty	
AERIAL HYDRAULIC SYSTEM OPTIONS			
6150-0003-216	Gauge aerial hydraulic oil level. Electronic display to be located on pump operator's panel.	1	
AERIAL CONTROLS			
6850-0037	Advanced Aerial Control System - Platform. Includes body protection, cradle alignment It and 3.2" displays with flowmeter at each control console.	1	
6850-0043	Diamond plate turntable console mounted to tube style pedestal mount. Includes side hinged diamond plate cover with hinge on outboard side. Includes modified left side turntable handrail. (95-platform and HP/HPS100 Platform only)	1	
6850-0069	Platform leveling system to allow adjustment of platform pivot angle from cab. Includes switch with multi-color light accessible by driver to indicate platform is in alignment with ladder.	1	
MONITORS			
6300-0017	Monitor painted silver from OEM.	1	
6300-0108	Monitor Akron StreamMaster II electric with 5177 nozzle 1250GPM for platform. Includes tip controls, base controls and a butterfly valve. Monitor to have multiple flow ratings based on aerial model and monitor position.	1	
AERIAL WARNING LIGHTS			
6550-0000	Outrigger warning lights (4). Trucklite Model 60015R.	1	
6550-0100-000-4U	Whelen C-Series model C6L Super LED warning lights (4). Color: Red with red lenses. Located down low across front of platform wired to upper level lights.	1	
AERIAL LIGHTING			
6560-0041	Whelen LED model PFBP12C at base (PR).	1	
6560-0163-237	Light Whelen Micro Pioneer model MPPWCS low profile pedestal mount with a white housing with chrome cover. Switched at light head and base console. Location(s): center front of platform.	1	
WATERWAY OPTIONS			
6350-0005	Rear 4" NST waterway inlet for rear mounted aerals. Includes chrome cap.	1	
6350-0012-192	Akron 2.5" valve for platform. Valve to be located at the front of platform next to monitor.	1	
6350-0014	2.5" chrome elbow with 2.5" x 1.5" reducer and 1.5" cap for platform / ladder discharge valve.	1	
6350-0067	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel. Locate next to waterway inlet.	1	
BREATHING AIR			

Salescode	Extended Description	Qty	
BREATHING AIR			
6400-0003	Breathing air platform with (1) 444CF cylinder. Includes low air alarm.	1	
SIGN PLATES			
6750-0004-000-39	Aerial sign plates 12 x 144 (PR). Available on HP78, HP100 and HP100 platform only. Does not include lettering. Color: Job Color.	1	
AERIAL TESTING			
6900-0000	Aerial flow test - 3rd party.	1	
6900-0007	Aerial 2016 NFPA Certification.	1	
GROUND LADDERS			
7800-0010	Alco-Lite PRL-16' roof ladder.	1	
7800-0016	Alco-Lite PEL-24' 2-section extension ladder.	1	
7800-0021	Alco-Lite PEL-28' extension ladder.	1	
7800-0024	Alco-Lite PEL-35' extension ladder.	2	
7800-0032	Alco-Lite FL-10, 10' folding ladder w/safety shoes.	1	
7800-0038	Alco-Lite PRL-20' roof ladder.	1	
MISC LOOSE EQUIPMENT			
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0084	All applicable pump/pre-connect application modules are to have a job color finish. Includes upper and lower pump modules, crosswalk module and/or speedlay/pre-connect module (as applicable). Rear mounted body/pump module to be painted job color.	1	
8100-0116	Rear body surface to have a sanded finish (not painted job color). Includes hinged doors that do not have discrete sales codes and removable panels.	1	
8100-0176-000-17	Paint E-ONE chassis cab - Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0183-000-17	Paint Body - Large - For Aerials, T/A Tankers/Wetsides, Rear Mounts and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0354	Paint lift cylinders, extension cylinders and upper turntable steelwork primary job color (does not apply to TT deck).	1	
INTERIOR PAINT			
8150-0011	The interior of the cab to be painted Zolatone gray.	1	

Salescode	Extended Description	Qty	
STRIPING			
8200-0016	White reflective tape on (4) outriggers.	1	
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
GRAPHICS			
8400-0022	Logo E-ONE (PR) on aerial lift cylinder. Logo to be black and white reflective material approx 14" long located midway along outward surface of cylinder.	1	
WARRANTY / STANDARD			
9100-0000	Standard 1 Year Warranty.	1	
9100-0003	Lifetime Frame Structural Warranty.	1	
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0005	10 Year Stainless Steel Plumbing Warranty - Statement of Warranty.	1	
9100-0007	20 Year Aerial Device Structural Warranty - Integrity Limited Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0000	Vehicle familiarization aerial (Domestic). 3 days. Use 9300-0315 for additional days.	1	
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0016	Approval Drawings-Standard.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	

ITEM #20

HPS100 Platform

Cyclone II



Fire Apparatus Quotation for:
BUYBOARD COOPERATIVE PURCHASING
HPS100 Platform
Item #20



Quotation Number: 90681 Rev: 4

Unit Description: AERM-CYC2-SP10

Quote Description: Aerial Rear Mount, Cyclone II, 100 Foot Steel Platform

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0001	Hosebed hoseload allowance on the apparatus shall be 1000 lbs.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
3340-1137-12C	Equipment allowance on the apparatus shall be 2500 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
BUMPERS			
1160-0000	Bumper 10" stainless steel.	1	
1160-0008	3/16" Front Bumper Gravel Shield.	1	
1160-0014	20" Front Bumper Gravel Shield Extension.	1	
1160-0020	License plate holder mounted center of front bumper.	1	
FRAME ASSEMBLY			
1250-0014	Frame - Torque box for HP100 platform.	1	
1250-0092	GEOMET coated frame assembly fasteners.	1	
AXLE OPTIONS			
1025-0023	Meritor RT-50-160 rear tandem axle 54,000 lb. capacity.	1	
1025-0028	Koni shock absorbers for front axle - adjustable.	1	
1025-0171	Dana 22I 24,000 lb. front axle.	1	
SUSPENSIONS			
1070-0015	Ridewell Dynalastic rear suspension (40-54K) rated equal to the capacity of the	1	

Salescode	Extended Description	Qty	
SUSPENSIONS			
	axles.		
WHEEL OPTIONS			
1050-0001	Alcoa aluminum wheels for front axle (2).	1	
1050-0005	Alcoa aluminum wheels for rear axles (8).	1	
1050-0007	Front axle wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center cap with E-ONE logo. Note: Center cap will have an inspection port IPO a logo if equipped with Stemco oil seals.	1	
1050-0009	Rear axle (tandem) wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center caps with E-ONE logo. E-ONE custom chassis w/steel wheels will have chrome plated plastic lug covers.	1	
TIRE OPTIONS			
1060-0008	Eight Michelin 12R tires model XZE for rear axles	1	
1060-0046	Two Michelin 425 tires model XFE for front axle.	1	
1060-0113	Intermittent service tire rating.	1	
1060-0119	RWC AirGuard LED tire pressure monitoring valve stem caps (10) for tandem rear axle applications.	1	
BRAKE SYSTEMS			
1100-0006	Parking brake release mounted on the driver's side lower dash.	1	
1100-0008	Brake system air 6X4.	1	
1100-0014	ArvinMeritor 16-1/2" x 7" S-cam brakes with cast brake drums for a tandem rear axle.	1	
1100-0026	G4 Electronic Stability Control (6x4), Includes RSC and ATC. Not available on 6x6 or commercial chassis.	1	
1100-0031	Dana ADB22X 17" disc brakes for front axle.	1	
AIR SYSTEM OPTIONS			
1110-0000-001	Inlet for air system. Location: driver door jamb.	1	
1110-0002	Air dryer Bendix AD-9.	1	
1110-0006	Air lines nylon.	1	
1110-0026	Air horns recessed in bumper (PR).	1	
ENGINES & TRANSMISSIONS			
1200-0017	Push-button transmission shift selector.	1	
1200-0021	TransSynd synthetic transmission fluid for EVS 4000.	1	

Salescode	Extended Description	Qty	
ENGINES & TRANSMISSIONS			
1200-0096	Electronic speed limiting set at 60 MPH.	1	
1200-0317	Eng/Trans Cummins ISX12 500HP with EVS4000 transmission. 2016 EPA Compliant.	1	
SECONDARY BRAKING			
1125-0002	Jacobs engine compression brake.	1	
1125-0023	Transmission to seek second gear when Jacobs engine brake or Telma retarder is engaged. N/A with Trans retarder.	1	
COOLING PACKAGE			
1800-0013	Cooling system for use with Cyclone II X, Typhoon X, and Quest chassis. For use with 2010 - 2017 EPA engines. Includes coolant recovery system.	1	
FUEL SYSTEMS			
1350-0005	Fuel system 65 gallons.	1	
1350-0022	Fuel line hose rubber.	1	
ALTERNATOR			
1700-0019	Alternator Niehoff 360 amp (360 amp SAE/320 NFPA rating). Available only on ISX12 and ISX15.	1	
BATTERIES			
1400-0002	Battery four group 31 1000 CCA.	1	
CHASSIS OPTIONS			
1680-0005	Thermatic fan clutch.	1	
1680-0007	Drivelines 1810. Required on 1550 lb/ft torque or greater engines.	1	
1680-0008	Tow eyes front painted below bumper/cab (PR).	1	
1680-0012	Tow eyes rear frame painted black.	1	
1680-0017	Hot shift PTO.	1	
1680-0188	Aerial hydraulics installed on bottom port of EVS4000/4500 transmission (to allow for flat rear cab floor).	1	
1680-0250-M58	Diesel Exhaust Fluid (DEF) 5 gallon tank for 2013 / 2016 EPA engines. Location: left side below rear of cab.	1	
1680-0284	Radiator mounted power steering cooler.	1	
CAB MODEL			
1520-0008	Cyclone II X medium cab with 58" CA	1	

Salescode	Extended Description	Qty	
CAB ROOF TYPE			
1615-0004	Cab roof to be "flat" with trough for waterway. Required with HM100 (with waterway), HP100 (all), CR100/92 Pltfrm (SdStckr and W/O/P) or HP/HPS100 Pltfrm (all).	1	
CAB BADGE PACKAGE			
1610-0000	Cab and body to have applicable E-ONE logos.	1	
CAB DOOR OPTIONS			
1550-0003	Rear crew cab doors in the medium position.	1	
1550-0005	Driver and officer cab door windows. Include forward vent windows.	1	
1550-0011	Rear crew cab door windows. Includes manual roll-down actuation. Not available on Typhoon or CII with paddle style door latching.	1	
1550-0016	Cab door panels ABS.	1	
1550-0025	All cab doors shall have "L" style exterior latches.	1	
1550-0027	Front cab door windows to have manual actuation.	1	
1550-0038-659	(4) LED cab step area lighting. Locate each light on each cab door in the inboard position. Lights to be switched with door ajar.	1	
1550-0044	All cab door kick plates to be made from diamond plate aluminum.	1	
1550-0059-000-G6	Reflective Red/Lemon Yellow printed striping positioned in the "A" formation located on the cab door panels.	1	
1550-0077	Interior cab door locks - manual. Will have manual actuation from each respective door. Includes barrel style key lock on each exterior cab door.	1	
1550-0083	All cab exterior access doors to have CH751 keyed locks.	1	
MIRRORS			
1670-0003	Velvac 2010 mirrors. Door mounted west coast style with remote control and heat.	1	
MISC EXTERIOR CAB OPTIONS			
1550-0020	Windows cab side fixed driver's side.	1	
1550-0033	Windows cab side fixed officer's side.	1	
1675-0022	Pair of 18" handrails located just behind driver and officer front door one each side.	1	
1675-0023	Pair of 18" handrails located just behind driver and officer rear door (ALS doors if equipped) one each side.	1	
1675-0030	Mud flaps, front, black with E-ONE logo.	1	
1675-0047	Rear cab wall to be 3/16" aluminum diamond plate.	1	

Salescode	Extended Description	Qty	
MISC EXTERIOR CAB OPTIONS			
1675-0201	Large radius cab wheel well. Includes bolt-on adjustable wheel well trim.	1	
1675-0202	Mounting plate for battery charger receptacle, indicator, air inlet, etc (if applicable). Plate to be removable brushed stainless steel.	1	
HVAC			
1515-0018	Air conditioning for the Typhoon X, CII X and Quest with roof top mounted condenser.	1	
1515-0053	Controls for heating and air conditioning shall be located in the center dash area. (Lower area on Typhoon and CII with severe duty dash)	1	
SEATS			
1510-0003	Seats, Inc. brand 911 cab seats.	1	
1510-0007	Seat cover material vinyl.	1	
1510-0008	Seat color gray.	1	
1510-0035-147	Universal air pack bottle bracket (EA). Location: officer's seat.	1	
1510-0035-148	Universal air pack bottle bracket (EA). Location: rear facing driver's side.	1	
1510-0035-151	Universal air pack bottle bracket (EA). Location: inboard driver's side rear wall.	1	
1510-0035-152	Universal air pack bottle bracket (EA). Location: inboard officer's side rear wall.	1	
1510-0035-215	Universal air pack bottle bracket (EA). Location: rear facing officer's side.	1	
1510-0038	Driver seat 911 air ride.	1	
1510-0042	Officer seat to be 911 fixed SCBA.	1	
1510-0050	Rear facing 911 seat with SCBA driver's side.	1	
1510-0053	Rear facing 911 seat with SCBA officer's side.	1	
1510-0062	Two man bench centered on rear wall with 911 SCBA backs. Includes angled corners.	1	
1685-0033	Seating capacity tag of six occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0000	Cab interior gray. Does not include engine cover or seat color.	1	
1685-0006	Padded sun visors, driver and officer's side overhead.	1	
1685-0168	ABS Dash package. Includes center and officer side dash, lower kick panels and "A" post covers.	1	
1685-0187	Severe duty engine cover, molded polyurethane.	1	
1685-0496	ABS overhead console. Includes front full width overhead, air conditioning plenum and rear facing blower.	1	

Salescode	Extended Description	Qty	
MISC INTERIOR CAB OPTIONS			
1685-0532	Stepped profile rear engine cover.	1	
CAB ELECTRICAL OPTIONS			
1750-0024-179-04	Auto-Eject receptacle inlet 20 amp located outside driver's door next to handrail with a Yellow cover.	1	
1750-0046-195	Cab Headlights. Position: lower.	1	
1750-0072-592	12 VDC (or 24VDC) electrical outlet wired battery hot. Location: driver side dash.	1	
1750-0075	English dominant main cab gauge cluster.	1	
1750-0158	Dome Lts Red/White LED. Package includes two lights mounted in the front and two mounted in the rear of the cab. White light wired through door and light assembly switch. Red light through light assembly switch.	1	
1750-0198-A31	Battery charger to be located behind driver's seat.	1	
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	
1750-0435	Halogen cab headlights. TyphoonX, CIIX and QST2 only.	1	
1750-0449	Momentary DPF regeneration override switch.	1	
1750-0651-172	Turn signal Whelen C-Series model C6T LED amber arrow pair located upper headlight bezel.	1	
BODY SPEC			
3090-0000	Body Specs - SideStacker aerial with tandem axle. Includes left rear staircase with pocket style drop down step.	1	
BODY COMPT REAR			
3110-0360	Rear of body to have un-painted smooth plate overlay style body panels to facilitate rear body striping.	1	
AERIAL BODY OPTIONS			
3310-0032	Recessed tubes for (6) pike poles. Not available on HP75 SideStacker.	1	
3310-0051	Crosslay double to hold up to 200' of 2.0" DJ (each). Includes storage pan to rear of crosslays (if applicable).	1	
3310-0069	Rear ladder tunnel doors. Vertically hinged smooth plate to match rear body finish.	1	
3310-0072	Compartments driver side HP100 Platform SideStacker with 300g tank. Includes rescue style extended height compartments. The door on small compts next to rear outrigger to match wheelwell.	1	
3310-0073	Compartments officer side HP100 Platform SideStacker with 300g tank. Includes rescue style extended height compartments ahead of wheel well with extended	1	

Salescode	Extended Description	Qty	
AERIAL BODY OPTIONS			
	hosebed.		
3310-0075	Upper dunnage area extension 34 x 58 diamond plate.	1	
3310-0162	Jack leg opening covers diamond plate (4) sets. Includes diamond plate outrigger covers and fixed diamond plate filler panels. HM100/110 requires surface mount warning lights.	1	
3310-0310	Auxiliary jack pad 26X26 (4) with 20 degree formed handle. Includes (2) double mounting brackets.	1	
DOORS			
3300-0007-017	Door single vertical hinged painted. Location(s): R3	1	
3300-0007-018	Door single vertical hinged painted. Location(s): R4	1	
3300-0007-019	Door single vertical hinged painted. Location(s): R5	1	
3300-0011-005	Door single horizontal hinged lift-up box pan configuration painted. Location(s): L3	1	
3300-0011-006	Door single horizontal hinged lift-up box pan configuration painted. Location(s): L4	1	
3300-0017-007	Door roll up short (up to 45") with satin finish ROM. Location(s): L5.	1	
3300-0019-003	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L1.	1	
3300-0019-004	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L2.	1	
3300-0019-015	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R1.	1	
3300-0019-016	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R2.	1	
COVERS			
3305-0007-000-13	Vinyl Black hose bed cover with attached rear flap(s).	1	
3305-0008-000-13	Vinyl Black crosslay cover with attached side flaps.	1	
PUMP PANELS			
3134-0016	Stainless steel driver and officer side pump panels.	1	
3134-0055	Officer side upper pump access panel to be horizontal hinged with stainless steel door. Includes (2) push button latches and (2) hold open devices.	1	
MISC PUMP PANEL OPTIONS			
4460-0003	Pump panel tags color coded per NFPA compliance.	1	
WATER TANK			
4010-0195	300 gallon "T" water tank. UPF Poly III blue fill tower.	1	

Salescode	Extended Description	Qty	
TANK PLUMBING			
4450-0010	2" tank fill Akron manual valve.	1	
4450-0022	3" tank to pump Akron manual valve.	1	
LADDER STORAGE / RACKS			
3365-0076-Q04	Center mounted ladder tunnel for HP100 and HPS100 Platforms. Note: 1" aerial raise required with 30' and larger 3-section ladder in tunnel. Rack to hold: (2)PEL-35, PEL-28, PEL-24, PRL-20, PRL-16 and FL-10 (with rubber block feet and no handles).	1	
HANDRAILS / STEPS			
3330-0002-050	Slide-out platform, rollerless. Includes chrome grab handle centered on the front face of the platform (includes hand rail as applicable). Located below driver side pump panel.	1	
MISC BODY OPTIONS			
3340-0058	Recessed fuel fill driver side wheel well.	1	
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
3340-0107	Diamond plate tandem axle wheel well. Includes bolt-on composite wheel well liners and fenderettes.	1	
3340-0270	The painted aerial body side panels shall be smooth / flush. Applies to SideStacker HB side, panels next to water tank on MM, and upper body sides on RLP.	1	
PUMPS			
4005-0031	Rating 1500 GPM.	1	
4005-0196	Hale QMAX 1000-2250 GPM single stage pump. Requires primer option.	1	
PUMP CERTIFICATION			
4475-0000	Pump certification 750-2250 GPM	1	
PUMP OPTIONS			
4015-0038	Pump seal packing for Hale pump.	1	
4015-0053-198	Steamers to be Flush + 1". Location: driver's side.	1	
4015-0053-199	Steamers to be Flush + 1". Location: officer's side.	1	
4015-0073	Manual operated master pump drain. The master drain shall be clearly marked and placed in accessible location below running board on driver side (or area directly to rear of panel if no room below panel).	1	
4015-0210	Pump cooler with Innovative Control 1/4 turn valve with "T" handle and label.	1	

Salescode	Extended Description	Qty	
PUMP OPTIONS			
4015-0238	Hale electric primer (oil-less).	1	
INTAKES			
4440-0005	2.5" Left Intake Akron Manual Valve.	1	
INTAKE OPTIONS			
4445-0009	Intake relief valve, Akron.	1	
DISCHARGES AND PRECONNECTS			
4415-0012-654	1.5" Crosslay with Akron manual valve. Location: crosslay 1 & 2.	2	
4415-0014-581	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 1.	1	
4415-0014-582	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 2.	1	
4415-0016-583	2.5" Right Pump Panel Discharge Akron Manual Valve. Location: right side discharge 1.	1	
4415-0016-584	2.5" Right Pump Panel Discharge Akron Manual Valve. Location: right side discharge 2.	1	
4415-0994	4" waterway discharge with 4" Akron electric valve with 9323 controller.	1	
DISCHARGE OPTIONS			
4417-0175	Innovative Controls push/pull valve controls with locking T handles.	1	
4417-0176	Innovative Controls 3/4" bleeder/drain valve include lift lever with ergonomic grip.	7	
4417-0185	Innovative Controls discharge and intake bezels with integral color code and verbiage for side mount pump panel.	1	
PRESSURE GOVERNORS			
4465-0011	Class 1 TPG pressure governor. Includes, water, oil, volt and tachometer.	1	
GAUGES			
4435-0083	Innovative Controls 10 LED SL series water tank level gauge. On pump panel.	1	
4435-0246	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel.	7	
4435-0247	4" Innovative Controls stainless steel case master pressure gauges with bezel. Intake 30-0-400, and discharge 0-400.	1	
ELECTRICAL SYSTEMS			
5010-0039	V-MUX Electrical system for aerials.	1	

Salescode	Extended Description	Qty	
ELECTRICAL SYSTEMS			
5010-0049	Vehicle data recorder - 2009 / 2016 NFPA compliant. Includes occupant detection shown in multiplex display. E-ONE chassis only.	1	
5010-0055-649	Vista IV display for V-MUX electrical system. Location: driver's side engine cover.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0506-000-4V	Front light bar LED color: Red/White with clear lenses (If applicable, includes side facing when colors are the same.)	1	
5300-0515	Whelen MKEZ7 1.5" standard mount for mini front light bars (4).	1	
5300-0523	Whelen F4 Mini-Freedom LED side facing front cab light bars (PR) 21.5" . For use on rear mount platforms with supplemental upper level Zone A warning lights. Locate one each side front cab corners side facing.	1	
WARNING LIGHT PACKAGES			
5550-0484-538-4U	Whelen Super LED lower level warning light package. Includes (8) C-Series model C6L light heads and (2) ION-T Series model TLI light heads with bezels. Color: Red with red lenses. Locate side facing lights: at forward most position, in rear wheel well offset to front, and side facing at rear of body in rubrail if equipped. Note: ION-T Series light only available with clear lenses.	1	
WARNING LIGHTS			
5600-0078-290-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location above L2/R2 compartments offset rearward to supplement upper rear warnings.	1	
5600-0078-479-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location rear upper body on aerial style brackets.	1	
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
SIRENS			
5500-0015	Whelen model 295SLSA1 siren with microphone (replaced 295HFSA1).	1	
5500-0024-170	The primary electronic siren control is to be located center overhead.	1	
SPEAKERS			
5510-0049-209	Whelen SP123BMC electronic siren speaker recessed in front bumper. Location: driver side front bumper.	1	
DOT LIGHTING			
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0028	Marker light LED body/cab package. E-ONE custom cab with rear mount aerial	1	

Salescode	Extended Description	Qty	
DOT LIGHTING			
	platform bodies only. Includes (3) marker lights on front of platform.		
5150-0032	Bracket license plate at rear of body.	1	
5150-0216	Whelen C6 series LED horizontal mount tail lights. Includes LED stop/tail, arrow turn and back-up lights with horizontally mount with individual bezels and weatherproof connectors.	1	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0010	Compartment light package incandescent for large bodies.	1	
5380-0033	Step light package body - small.	1	
5380-0280	Ground light package TecNiq T440 4" LED - large.	1	
5380-0325	EON LED ladder tunnel light (EA).	2	
LIGHTS - DECK AND SCENE			
5390-0000-444	Deck light - Unity 12 volt (PR). Location: (1) each side over rear ladder tunnel.	1	
5390-0001	Hose bed light Unity. Locate at front area of hose bed. Switched with work light switch in cab.	1	
5390-0005	Crosslay light deck Unity. Locate to rear of crosslay (SM) or forward of crosslay (TM).	1	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
5400-0010	Incandescent pump compartment light (EA).	1	
5400-0259	TecNiq model E10 pump panel LED light package with (3) lights per side pump panel. Pump panels over 45" may require additional lights. Side mount only.	1	
CONTROLS / SWITCHES			
5100-0000-198	Foot switch to control air horns located driver's side.	1	
5100-0000-199	Foot switch to control air horns located officer's side.	1	
5100-0165	Audible door ajar alarm wired through door ajar light. For use with V-Mux Display only.	1	
CAMERAS / INTERCOM			
5350-0156	FRC ACT 2-way aerial intercom.	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
AERIAL MODEL			

Salescode	Extended Description	Qty	
AERIAL MODEL			
6100-0073	Platform HPS100 with SideStacker T/T. Includes left side console, turntable mansaver bars and jack leg flood lights.	1	
AERIAL HYDRAULIC SYSTEM OPTIONS			
6150-0003-216	Gauge aerial hydraulic oil level. Electronic display to be located on pump operator's panel.	1	
AERIAL CONTROLS			
6850-0037	Advanced Aerial Control System - Platform. Includes body protection, cradle alignment It and 3.2" displays with flowmeter at each control console.	1	
6850-0043	Diamond plate turntable console mounted to tube style pedestal mount. Includes side hinged diamond plate cover with hinge on outboard side. Includes modified left side turntable handrail. (95-platform and HP/HPS100 Platform only)	1	
6850-0069	Platform leveling system to allow adjustment of platform pivot angle from cab. Includes switch with multi-color light accessible by driver to indicate platform is in alignment with ladder.	1	
MONITORS			
6300-0017	Monitor painted silver from OEM.	1	
6300-0108	Monitor Akron StreamMaster II electric with 5177 nozzle 1250GPM for platform. Includes tip controls, base controls and a butterfly valve. Monitor to have multiple flow ratings based on aerial model and monitor position.	1	
AERIAL WARNING LIGHTS			
6550-0000	Outrigger warning lights (4). Trucklite Model 60015R.	1	
6550-0100-000-4U	Whelen C-Series model C6L Super LED warning lights (4). Color: Red with red lenses. Located down low across front of platform wired to upper level lights.	1	
AERIAL LIGHTING			
6560-0004-237	Collins light FX-12 located center front of platform.	1	
6560-0006	Collins light FX-12 at base (PR).	1	
WATERWAY OPTIONS			
6350-0005	Rear 4" NST waterway inlet for rear mounted aerals. Includes chrome cap.	1	
6350-0012-192	Akron 2.5" valve for platform. Valve to be located at the front of platform next to monitor.	1	
6350-0014	2.5" chrome elbow with 2.5" x 1.5" reducer and 1.5" cap for platform / ladder discharge valve.	1	
6350-0067	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color	1	

Salescode	Extended Description	Qty	
WATERWAY OPTIONS			
	code bezel. Locate next to waterway inlet.		
BREATHING AIR			
6400-0003	Breathing air platform with (1) 444CF cylinder. Includes low air alarm.	1	
SIGN PLATES			
6750-0004-000-39	Aerial sign plates 12 x 144 (PR). Available on HP78, HP100 and HP100 platform only. Does not include lettering. Color: Job Color.	1	
AERIAL TESTING			
6900-0000	Aerial flow test - 3rd party.	1	
6900-0007	Aerial 2016 NFPA Certification.	1	
ELBOWS			
7400-0005	Chrome discharge elbow 2.5", 45 degree.	4	
GROUND LADDERS			
7800-0010	Alco-Lite PRL-16' roof ladder.	1	
7800-0016	Alco-Lite PEL-24' 2-section extension ladder.	1	
7800-0021	Alco-Lite PEL-28' extension ladder.	1	
7800-0024	Alco-Lite PEL-35' extension ladder.	2	
7800-0032	Alco-Lite FL-10, 10' folding ladder w/safety shoes.	1	
7800-0038	Alco-Lite PRL-20' roof ladder.	1	
MISC LOOSE EQUIPMENT			
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0084	All applicable pump/pre-connect application modules are to have a job color finish. Includes upper and lower pump modules, crosswalk module and/or speedlay/pre-connect module (as applicable). Rear mounted body/pump module to be painted job color.	1	
8100-0116	Rear body surface to have a sanded finish (not painted job color). Includes hinged doors that do not have discrete sales codes and removable panels.	1	
8100-0176-000-17	Paint E-ONE chassis cab - Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0183-000-17	Paint Body - Large - For Aerials, T/A Tankers/Wetsides, Rear Mounts and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	

Salescode	Extended Description	Qty	
EXTERIOR PAINT			
8100-0354	Paint lift cylinders, extension cylinders and upper turntable steelwork primary job color (does not apply to TT deck).	1	
8100-0484-000-18	Paint aerial ladder (Sikkens). Steel aerials only. Color: FLNA4006 White.	1	
INTERIOR PAINT			
8150-0011	The interior of the cab to be painted Zolatone gray.	1	
STRIPING			
8200-0016	White reflective tape on (4) outriggers.	1	
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
GRAPHICS			
8400-0022	Logo E-ONE (PR) on aerial lift cylinder. Logo to be black and white reflective material approx 14" long located midway along outward surface of cylinder.	1	
WARRANTY / STANDARD			
9100-0000	Standard 1 Year Warranty.	1	
9100-0003	Lifetime Frame Stuctural Warranty.	1	
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0005	10 Year Stainless Steel Plumbing Warranty - Statement of Warranty.	1	
9100-0007	20 Year Aerial Device Structural Warranty - Integrity Limited Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
9100-0079	5 Year Limited Aerial Paint and Perforation Warranty - For Sikkens Paint.	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0000	Vehicle familiarization aerial (Domestic). 3 days. Use 9300-0315 for additional days.	1	
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0016	Approval Drawings-Standard.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	

Salescode	Extended Description	Qty	

ITEM #21
Bronto RLP 116+
Cyclone II



Fire Apparatus Quotation for: BUYBOARD COOPERATIVE PURCHASING Bronto RLP 116 Platform



Quotation Number: 90755 Rev: 6

Unit Description: AERM-CYC2-ARTP

Quote Description: Aerial Rear Mount, Cyclone II, Bronto Platform

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0001	Hosebed hoseload allowance on the apparatus shall be 1000 lbs.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
3340-1137-12C	Equipment allowance on the apparatus shall be 2500 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
BUMPERS			
1160-0000	Bumper 10" stainless steel.	1	
1160-0008	3/16" Front Bumper Gravel Shield.	1	
1160-0014	20" Front Bumper Gravel Shield Extension.	1	
FRAME ASSEMBLY			
1250-0080	Frame assembly with 10.25 x 3.5 x .375 powder coated galvanized rails.	1	
1250-0083	Frame liner 9.375 x 3.125 x .375, galvanized and powder coated.	1	
1250-0092	GEOMET coated frame assembly fasteners.	1	
AXLE OPTIONS			
1025-0013	Meritor FL-943 front axle 21,500 lbs.	1	
1025-0028	Koni shock absorbers for front axle - adjustable.	1	
1025-0038	Meritor RT-58-185 rear tandem axle 62,000 lb. capacity.	1	
SUSPENSIONS			
1070-0011	Ridewell Dynalastic 62,000 lb rear suspension. C-Frame applications only.	1	

Salescode	Extended Description	Qty	
WHEEL OPTIONS			
1050-0007	Front axle wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center cap with E-ONE logo. Note: Center cap will have an inspection port IPO a logo if equipped with Stemco oil seals.	1	
1050-0009	Rear axle (tandem) wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center caps with E-ONE logo. E-ONE custom chassis w/steel wheels will have chrome plated plastic lug covers.	1	
1050-0044	Accuride aluminum wheels for front axle (2).	1	
1050-0046	Accuride aluminum wheels for rear axles (8).	1	
TIRE OPTIONS			
1060-0009	Eight Michelin 315 tires model XZA-1 for rear axles.	1	
1060-0046	Two Michelin 425 tires model XFE for front axle.	1	
1060-0119	RWC AirGuard LED tire pressure monitoring valve stem caps (10) for tandem rear axle applications.	1	
BRAKE SYSTEMS			
1100-0000	16-1/2" x 6" S-cam brakes with ArvinMeritor automatic slack adjusters for front axle.	1	
1100-0006	Parking brake release mounted on the driver's side lower dash.	1	
1100-0008	Brake system air 6X4.	1	
1100-0014	ArvinMeritor 16-1/2" x 7" S-cam brakes with cast brake drums for a tandem rear axle.	1	
1100-0026	G4 Electronic Stability Control (6x4), Includes RSC and ATC. Not available on 6x6 or commercial chassis.	1	
AIR SYSTEM OPTIONS			
1110-0000-001	Inlet for air system. Location: driver door jamb.	1	
1110-0002	Air dryer Bendix AD-9.	1	
1110-0006	Air lines nylon.	1	
1110-0041	Air horns Grover recessed in bumper (PR).	1	
ENGINES & TRANSMISSIONS			
1200-0017	Push-button transmission shift selector.	1	
1200-0021	TransSynd synthetic transmission fluid for EVS 4000.	1	
1200-0096	Electronic speed limiting set at 60 MPH.	1	
1200-0317	Eng/Trans Cummins ISX12 500HP with EVS4000 transmission. 2016 EPA Compliant.	1	

Salescode	Extended Description	Qty	
SECONDARY BRAKING			
1125-0002	Jacobs engine compression brake.	1	
1125-0023	Transmission to seek second gear when Jacobs engine brake or Telma retarder is engaged. N/A with Trans retarder.	1	
COOLING PACKAGE			
1800-0013	Cooling system for use with Cyclone II X, Typhoon X, and Quest chassis. For use with 2010 - 2017 EPA engines. Includes coolant recovery system.	1	
FUEL SYSTEMS			
1350-0005	Fuel system 65 gallons.	1	
1350-0022	Fuel line hose rubber.	1	
ALTERNATOR			
1700-0005	Alternator Leece Neville 320 amp. 320 amp SAE/272 amp NFPA.	1	
BATTERIES			
1400-0032	Battery five group 31 1000 CCA (two left / three right). For use with below cab DEF tank only.	1	
CHASSIS OPTIONS			
1680-0005	Thermatic fan clutch.	1	
1680-0007	Drivelines 1810. Required on 1550 lb/ft torque or greater engines.	1	
1680-0011	Tow eyes rear below body, painted.	1	
1680-0017	Hot shift PTO.	1	
1680-0042	Tow hooks front painted in the down position.	1	
1680-0250-M58	Diesel Exhaust Fluid (DEF) 5 gallon tank for 2013 / 2016 EPA engines. Location: left side below rear of cab.	1	
1680-0284	Radiator mounted power steering cooler.	1	
CAB MODEL			
1520-0008	Cyclone II X medium cab with 58" CA	1	
CAB ROOF TYPE			
1615-0010	Cab roof to be "flat" (non-vista).	1	
CAB BADGE PACKAGE			
1610-0000	Cab and body to have applicable E-ONE logos.	1	
CAB DOOR OPTIONS			

Salescode	Extended Description	Qty	
CAB DOOR OPTIONS			
1550-0003	Rear crew cab doors in the medium position.	1	
1550-0005	Driver and officer cab door windows. Include forward vent windows.	1	
1550-0011	Rear crew cab door windows. Includes manual roll-down actuation. Not available on Typhoon or CII with paddle style door latching.	1	
1550-0016	Cab door panels ABS.	1	
1550-0025	All cab doors shall have "L" style exterior latches.	1	
1550-0027	Front cab door windows to have manual actuation.	1	
1550-0044	All cab door kick plates to be made from diamond plate aluminum.	1	
1550-0059-000-G6	Reflective Red/Lemon Yellow printed striping positioned in the "A" formation located on the cab door panels.	1	
1550-0077	Interior cab door locks - manual. Will have manual actuation from each respective door. Includes barrel style key lock on each exterior cab door.	1	
1550-0084	All cab exterior access doors to have 1250 keyed locks.	1	
1550-0186-659	(4) TecNiq T440 4" LED cab step area lighting. Locate each light on each cab door in the inboard position. Lights to be switched with door ajar.	1	
MIRRORS			
1670-0003	Velvac 2010 mirrors. Door mounted west coast style with remote control and heat.	1	
MISC EXTERIOR CAB OPTIONS			
1550-0020	Windows cab side fixed driver's side.	1	
1550-0033	Windows cab side fixed officer's side.	1	
1675-0022	Pair of 18" handrails located just behind driver and officer front door one each side.	1	
1675-0030	Mud flaps, front, black with E-ONE logo.	1	
1675-0047	Rear cab wall to be 3/16" aluminum diamond plate.	1	
1675-0201	Large radius cab wheel well. Includes bolt-on adjustable wheel well trim.	1	
1675-0202	Mounting plate for battery charger receptacle, indicator, air inlet, etc (if applicable). Plate to be removable brushed stainless steel.	1	
HVAC			
1515-0018	Air conditioning for the Typhoon X, CII X and Quest with roof top mounted condenser.	1	
1515-0053	Controls for heating and air conditioning shall be located in the center dash area. (Lower area on Typhoon and CII with severe duty dash)	1	

Salescode	Extended Description	Qty	
SEATS			
1510-0003	Seats, Inc. brand 911 cab seats.	1	
1510-0008	Seat color gray.	1	
1510-0038	Driver seat 911 air ride.	1	
1510-0042	Officer seat to be 911 fixed SCBA.	1	
1510-0050	Rear facing 911 seat with SCBA driver's side.	1	
1510-0053	Rear facing 911 seat with SCBA officer's side.	1	
1510-0062	Two man bench centered on rear wall with 911 SCBA backs. Includes angled corners.	1	
1510-0234	Seat cover material Turnout Tuff.	1	
1685-0033	Seating capacity tag of six occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0000	Cab interior gray. Does not include engine cover or seat color.	1	
1685-0005	Lexan sun visors, driver and officer's side overhead.	1	
1685-0168	ABS Dash package. Includes center and officer side dash, lower kick panels and "A" post covers.	1	
1685-0187	Severe duty engine cover, molded polyurethane.	1	
1685-0496	ABS overhead console. Includes front full width overhead, air conditioning plenum and rear facing blower.	1	
1685-0532	Stepped profile rear engine cover.	1	
CAB ELECTRICAL OPTIONS			
1750-0046-195	Cab Headlights. Position: lower.	1	
1750-0059-179-04	Receptacle inlet 20 amp with a Yellow cover. Location: outside driver's door next to handrail.	1	
1750-0075	English dominant main cab gauge cluster.	1	
1750-0158	Dome Lts Red/White LED. Package includes two lights mounted in the front and two mounted in the rear of the cab. White light wired through door and light assembly switch. Red light through light assembly switch.	1	
1750-0198-A31	Battery charger to be located behind driver's seat.	1	
1750-0344	Battery charger E-ONE LPC 40. 120 volt inlet, 40 amp output.	1	
1750-0435	Halogen cab headlights. TyphoonX, CIIX and QST2 only.	1	
1750-0449	Momentary DPF regeneration override switch.	1	
1750-0651-172	Turn signal Whelen C-Series model C6T LED amber arrow pair located upper	1	

Salescode	Extended Description	Qty	
CAB ELECTRICAL OPTIONS			
	headlight bezel.		
BODY MODEL			
3080-0002	Body aerial Bronto RLP. Includes full length hosebed and pocket style flop down steps at each staircase. The doors on compts next to fwd outriggers to match the outrigger covers. The doors on small compts over forward tandem wheel to match wheelwell. The doors at rear of body on the lower aerial control panel compt to match rear body finish.	1	
BODY COMPT REAR			
3110-0360	Rear of body to have un-painted smooth plate overlay style body panels to facilitate rear body striping.	1	
AERIAL BODY OPTIONS			
3310-0030	Crosslay with cord reel compartment RLP. Includes (2) 1.5" single stacked x-lays for 200' - 1.75" DJ each, (1) 2.5" single stacked x-lay for 200' - 2.5" DJ (all 5.5" wide less plumbing with 2.5"to rear), x-lay rollers on each end and cord reel compartments located each side ahead of x-lays w/lift-up diamond plate door.	1	
3310-0032	Recessed tubes for (6) pike poles. Not available on HP75 SideStacker.	1	
3310-0063	Jack leg covers diamond plate. Includes (4) diamond plate extension covers and (4) diamond plate fixed covers. Access doors on covers to match the outrigger covers.	1	
3310-0070	Rear ladder tunnel door. Lift-up door to open 20 degrees past horizontal (degrees may be reduced due to other options). Door will match rear body finish.	1	
3310-0312	Auxiliary jack pad 28X28 (4) with 20 degree formed handle. Includes (2) double mounting brackets.	1	
DOORS			
3300-0007-008	Door single vertical hinged painted. Location(s): L6	1	
3300-0007-017	Door single vertical hinged painted. Location(s): R3	1	
3300-0007-022	Door single vertical hinged painted. Location(s): R8	1	
3300-0007-023	Door single vertical hinged painted. Location(s): R9	1	
3300-0011-016	Door single horizontal hinged lift-up box pan configuration painted. Location(s): R2	1	
3300-0289-005	Door double vertical hinged w/rotary latches - painted . Location(s): L3 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0289-006	Door double vertical hinged w/rotary latches - painted . Location(s): L4 Includes	1	

Salescode	Extended Description	Qty	
DOORS			
	latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.		
3300-0289-019	Door double vertical hinged w/rotary latches - painted . Location(s): R5 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0289-020	Door double vertical hinged w/rotary latches - painted . Location(s): R6 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0292-007	Door double 3-point vertical hinged w/rotary latches - painted. Location(s): L5. Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0292-021	Door double 3-point vertical hinged w/rotary latches - painted. Location(s): R7. Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
COVERS			
3305-0007-000-13	Vinyl Black hose bed cover with attached rear flap(s).	1	
3305-0008-000-13	Vinyl Black crosslay cover with attached side flaps.	1	
PUMP PANELS			
3134-0016	Stainless steel driver and officer side pump panels.	1	
3134-0039	The gauge panel on the driver side pump panel is to be hinged upward. Includes two spring type hold opens, two trigger latches, and a recessed handle.	1	
MISC PUMP PANEL OPTIONS			
4460-0003	Pump panel tags color coded per NFPA compliance.	1	
WATER TANK			
4010-0195	300 gallon "T" water tank. UPF Poly III blue fill tower.	1	
LADDER STORAGE / RACKS			
3365-0038-604	Center mounted ladder tunnel. Ladder rack to hold: PEL3-40, PEL-24, PRL-16, AEL-12 and FL-10	1	
HANDRAILS / STEPS			
3330-0005	Slideout platform-rollerless low profile style located below driver side pump panel. RLP only.	1	
3330-0102	Handrail 18" (PR) located one each side at front of body for use when entering or exiting rear cab doors.	1	

Salescode	Extended Description	Qty	
MISC BODY OPTIONS			
3340-0058	Recessed fuel fill driver side wheel well.	1	
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
3340-0107	Diamond plate tandem axle wheel well. Includes bolt-on composite wheel well liners and fenderettes.	1	
3340-0270	The painted aerial body side panels shall be smooth / flush. Applies to SideStacker HB side, panels next to water tank on MM, and upper body sides on RLP.	1	
3340-0282-0QK	Cab tilt switch and manual jack to be located: officer side behind door in forward fixed outrigger cover.	1	
PUMPS			
4005-0033	Rating 2000 GPM	1	
4005-0207	Hale 8FG pump 1500-2000 GPM for Bronto RLP. Requires primer option.	1	
PUMP CERTIFICATION			
4475-0000	Pump certification 750-2250 GPM	1	
PLUMBING KITS			
4410-0013	Plumbing Package "A" RLP. Includes intake and discharge manifolds, 6" intake valves, 2.5" left intake, 2.5" left discharge w/ integral droop, 2.5" right discharge w/ integral droop, 4" right discharge, 4" waterway discharge, (2) 1.5" crosslays, 2.5" crosslay, 1.5" tank fill w/ 2" valve and 3" tank to pump.	1	
PUMP OPTIONS			
4015-0073	Manual operated master pump drain. The master drain shall be clearly marked and placed in accessible location below running board on driver side (or area directly to rear of panel if no room below panel).	1	
4015-0210	Pump cooler with Innovative Control 1/4 turn valve with "T" handle and label.	1	
4015-0243	Hale electric primer - dual (oil-less).	1	
DISCHARGE OPTIONS			
4417-0177	Innovative Controls 3/4" bleeder/drain valve include 1/4 turn T-handle.	7	
4417-0185	Innovative Controls discharge and intake bezels with integral color code and verbiage for side mount pump panel.	1	
PRESSURE GOVERNORS			
4465-0011	Class 1 TPG pressure governor. Includes, water, oil, volt and tachometer.	1	
GAUGES			

Salescode	Extended Description	Qty	
GAUGES			
4435-0083	Innovative Controls 10 LED SL series water tank level gauge. On pump panel.	1	
4435-0246	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel.	7	
4435-0247	4" Innovative Controls stainless steel case master pressure gauges with bezel. Intake 30-0-400, and discharge 0-400.	1	
ELECTRICAL SYSTEMS			
5010-0039	V-MUX Electrical system for aerials.	1	
5010-0049	Vehicle data recorder - 2009 / 2016 NFPA compliant. Includes occupant detection shown in multiplex display. E-ONE chassis only.	1	
5010-0055-649	Vista IV display for V-MUX electrical system. Location: driver's side engine cover.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0506-000-4V	Front light bar LED color: Red/White with clear lenses (If applicable, includes side facing when colors are the same.)	1	
5300-0514	Whelen MK9S short slide bolt bracket mount for mini front light bars (4).	1	
5300-0524-034	Whelen F4 Mini-Freedom LED light bars (PR) 21.5" with 5 LEDs in each bar. Location: front cab corners.	1	
WARNING LIGHT PACKAGES			
5550-0483-539-4U	Whelen C-Series model C6L Super LED lower level warning light package. Includes (10) light heads with bezels. Color: Red with red lenses. Locate side facing lights: at forward most position, in rear wheelwell offset to front, and on rear fixed outrigger cover.	1	
WARNING LIGHTS			
5600-0078-286-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location each side at upper rear of body on aerial style brackets, bottom of light even with top of body.	1	
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
SIRENS			
5500-0015	Whelen model 295SLSA1 siren with microphone (replaced 295HFSA1).	1	
5500-0024-170	The primary electronic siren control is to be located center overhead.	1	
SPEAKERS			
5510-0029-209	Speaker, Federal Signal Dynamax ES100 with "E-ONE" grille through bumper.	1	

Salescode	Extended Description	Qty	
SPEAKERS			
	Location: driver side front bumper.		
DOT LIGHTING			
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0026	Marker light LED body/cab package. E-ONE custom cab with aerial ladder, Mid-Mount platform or Bronto bodies only.	1	
5150-0032	Bracket license plate at rear of body.	1	
5150-0216	Whelen C6 series LED horizontal mount tail lights. Includes LED stop/tail, arrow turn and back-up lights with horizontally mount with individual bezels and weatherproof connectors.	1	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0151	Step light 2" LED recessed. (4) step lights installed at the rear turntable access walkway. Bronto only.	1	
5380-0275	Step light package 2" LED - small.	1	
5380-0278	Compartment light package TecNiq T440 4" LED for large bodies.	1	
5380-0280	Ground light package TecNiq T440 4" LED - large.	1	
5380-0325	EON LED ladder tunnel light (EA).	2	
LIGHTS - DECK AND SCENE			
5390-0215-457	Deck Lights - Optronics Model TLL44 (PR). Location: (1) each side of body rear facing up high.	1	
5390-0216	Hose bed light Optronics LED model TLL44 Locate at front of hose bed. Switched with work light switch in cab.	1	
5390-0217	Crosslay light Optronics LED model TLL44. Locate to rear of crosslay (SM) and forward of crosslay (TM as applicable). Switched with work light switch in cab.	1	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
5400-0011	LED pump compartment light (EA).	1	
5400-0263	TecNiq model E10 pump panel light LED package - RLP/MM. Includes (2) lights per side pump panel and (2) lights for angled upper control panel.	1	
CONTROLS / SWITCHES			
5100-0000-198	Foot switch to control air horns located driver's side.	1	
5100-0000-199	Foot switch to control air horns located officer's side.	1	
5100-0165	Audible door ajar alarm wired through door ajar light. For use with V-Mux Display only.	1	

Salescode	Extended Description	Qty	
CAMERAS / INTERCOM			
5350-0244	FRC ACT 3-way aerial intercom to provide communications between the turntable control station, the aerial tip and [#LOC].	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
AERIAL MODEL			
6100-0110	Platform Bronto F116 RLP+. Includes 5+ controls, variable jacking, hyd oil cooler and water flow and pressure and floor temp in displays. Requires ultrasonic collision guard option, artic oil for units operating in sub zero conditions and tropical oil for units operating in dry desert conditions.	1	
AERIAL HYDRAULIC SYSTEM OPTIONS			
6150-0003-665	Gauge aerial hydraulic oil level. Electronic display to be located back wall of platform access step area.	1	
MONITORS			
6300-0017	Monitor painted silver from OEM.	1	
6300-0127	Monitor Akron StreamMaster II electric with 5178 nozzle 1500GPM. Includes 24v motors, tip controls, base controls, auto stow and a butterfly valve. Sidesweep is 45 degrees left and right. Bronto RLP+ only.	1	
AERIAL WARNING LIGHTS			
6550-0002	Outrigger warning lights (4) LED. Truck-Lite model 91R.	1	
AERIAL LIGHTING			
6560-0041	Whelen LED model PFBP12C at base (PR).	1	
6560-0100	Whelen LED model PFBP12C at jib boom (PR) RLP/HDT.	1	
6560-0163-238	Light Whelen Micro Pioneer model MPPWCS low profile pedestal mount with a white housing with chrome cover. Switched at light head and base console. Location(s): left side of platform offset forward.	1	
6560-0228	Outrigger flood light (4) RLP/HDT. TecNiq LED model P04-WBFP-1.	1	
WATERWAY OPTIONS			
6350-0003	Waterway drain for RLP/HDT/Snozzle.	1	
6350-0004	Relief valve Hale P30 for RLP/HDT aerial waterway.	1	
6350-0005	Rear 4" NST waterway inlet for rear mounted aerals. Includes chrome cap.	1	
6350-0067	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel. Locate next to waterway inlet.	1	

Salescode	Extended Description	Qty	
MISC AERIAL ELECTRICAL			
6570-0001	Outrigger alarm RLP/HDT. Preco with warble tone.	1	
BREATHING AIR			
6400-0000	Breathing air platform with (2) 300CF cylinders. Includes low air alarm.	1	
BRONTO OPTIONS			
6700-0000	Swirled plate heat shields on sides and bottom of Bronto platform.	1	
6700-0002	Chassis mounting for RLP. Includes hydraulic pumps.	1	
6700-0034	Ultrasonic collision guard sensors (4) below platform for RLP+. Bronto supplied and installed.	1	
6700-0036	Handrail 18" (PR) located exterior mounted one each side of left side platform door. Bronto only.	1	
AERIAL TESTING			
6900-0000	Aerial flow test - 3rd party.	1	
6900-0007	Aerial 2016 NFPA Certification.	1	
GROUND LADDERS			
7800-0002	Alco-Lite FL-10, 10' folding ladder without shoes.	1	
7800-0010	Alco-Lite PRL-16' roof ladder.	1	
7800-0013	Alco-Lite AEL-12 Attic Extension Ladder	1	
7800-0016	Alco-Lite PEL-24' 2-section extension ladder.	1	
7800-0055	Alco-Lite PEL3-40 Extension Ladder w/o stay poles.	1	
MISC LOOSE EQUIPMENT			
7900-0006	Ship Loose Kit RLP/HDT - Bronto Supplied. Includes manuals (one printed and one CD sent to customer, one CD sent to tech support), elect panel key, torque tool, grease hose, hyd adapters and manual crank.	1	
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0116	Rear body surface to have a sanded finish (not painted job color). Includes hinged doors that do not have discrete sales codes and removable panels.	1	
8100-0176-000-R5	Paint E-ONE chassis cab - Sikkens paint. Color: FLNA3225 Red (Sikkens published).	1	
8100-0183-000-R5	Paint Body - Large - For Aerials, T/A Tankers/Wetsides, Rear Mounts and Rescues. Sikkens paint. Color: FLNA3225 Red (Sikkens published).	1	

Salescode	Extended Description	Qty	
INTERIOR PAINT			
8150-0011	The interior of the cab to be painted Zolatone gray.	1	
STRIPING			
8200-0016	White reflective tape on (4) outriggers.	1	
8300-0010	Reflective red/white striping each side of boom knuckle RLP/HDT.	1	
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	
8300-0330	Single NFPA Scotchlite Stripe - upto 6" wide and straight on cab and the body. Size, color and location as specified by the customer.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
WARRANTY / STANDARD			
9100-0000	Standard 1 Year Warranty.	1	
9100-0003	Lifetime Frame Stuctural Warranty.	1	
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0005	10 Year Stainless Steel Plumbing Warranty - Statement of Warranty.	1	
9100-0007	20 Year Aerial Device Structural Warranty - Integrity Limited Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
9100-0090	25 Year frame rail corrosion warranty. Includes liners (if equipped).	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0000	Vehicle familiarization aerial (Domestic). 3 days. Use 9300-0315 for additional days.	1	
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0016	Approval Drawings-Standard.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	

ITEM #25

HP95 Mod Mount

Cyclone II



Fire Apparatus Quotation for: BUYBOARD COOPERATIVE PURCHASING HP95 Mid Mount Platform



Quotation Number: 72782 Rev: 11

Unit Description: AEMM-CYC2-095P

Quote Description: Aerial Mid Mount, Cyclone II, 95 Platform

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0001	Hosebed hoseload allowance on the apparatus shall be 1000 lbs.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
3340-1137-12C	Equipment allowance on the apparatus shall be 2500 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
BUMPERS			
1160-0000	Bumper 10" stainless steel.	1	
1160-0011	4" Front Bumper Extension.	1	
1160-0020	License plate holder mounted center of front bumper.	1	
FRAME ASSEMBLY			
1250-0073	Frame - Formed torque box for HP95 Mid-Mount aerial. Includes 12" high rails below cab.	1	
1250-0092	GEOMET coated frame assembly fasteners.	1	
AXLE OPTIONS			
1025-0024	Meritor RT-58-185 rear tandem axle 60,000 lb. capacity.	1	
1025-0152	Reyco Granning independent front suspension - 22,800 lb. Includes shocks and sight glass on hubs.	1	
SUSPENSIONS			
1070-0030	Rear suspension FIREMAAX EX model FMX-622 air ride (60-62K) rated equal to the capacity of the axles. Requires alum wheels. Requires TB modification on	1	

Salescode	Extended Description	Qty	
SUSPENSIONS			
	4-jack aerials. (Raises OAH .5" over springs)		
WHEEL OPTIONS			
1050-0001	Alcoa aluminum wheels for front axle (2).	1	
1050-0005	Alcoa aluminum wheels for rear axles (8).	1	
1050-0007	Front axle wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center cap with E-ONE logo. Note: Center cap will have an inspection port IPO a logo if equipped with Stemco oil seals.	1	
1050-0009	Rear axle (tandem) wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center caps with E-ONE logo. E-ONE custom chassis w/steel wheels will have chrome plated plastic lug covers.	1	
TIRE OPTIONS			
1060-0009	Eight Michelin 315 tires model XZA-1 for rear axles.	1	
1060-0046	Two Michelin 425 tires model XFE for front axle.	1	
1060-0119	RWC AirGuard LED tire pressure monitoring valve stem caps (10) for tandem rear axle applications.	1	
BRAKE SYSTEMS			
1100-0006	Parking brake release mounted on the driver's side lower dash.	1	
1100-0008	Brake system air 6X4.	1	
1100-0014	ArvinMeritor 16-1/2" x 7" S-cam brakes with cast brake drums for a tandem rear axle.	1	
1100-0054	Bendix SN7 17" disc brakes for front axle. Reyco Granning IFS only.	1	
AIR SYSTEM OPTIONS			
1110-0000-001	Inlet for air system. Location: driver door jamb.	1	
1110-0002	Air dryer Bendix AD-9.	1	
1110-0006	Air lines nylon.	1	
1110-0041	Air horns Grover recessed in bumper (PR).	1	
ENGINES & TRANSMISSIONS			
1200-0017	Push-button transmission shift selector.	1	
1200-0021	TransSynd synthetic transmission fluid for EVS 4000.	1	
1200-0096	Electronic speed limiting set at 60 MPH.	1	
1200-0317	Eng/Trans Cummins ISX12 500HP with EVS4000 transmission. 2016 EPA Compliant.	1	

Salescode	Extended Description	Qty	
SECONDARY BRAKING			
1125-0002	Jacobs engine compression brake.	1	
1125-0023	Transmission to seek second gear when Jacobs engine brake or Telma retarder is engaged. N/A with Trans retarder.	1	
COOLING PACKAGE			
1800-0013	Cooling system for use with Cyclone II X, Typhoon X, and Quest chassis. For use with 2010 - 2017 EPA engines. Includes coolant recovery system.	1	
FUEL SYSTEMS			
1350-0001	Dual fuel fill package. Additional fuel fill provided on officer side of unit.	1	
1350-0005	Fuel system 65 gallons.	1	
1350-0022	Fuel line hose rubber.	1	
ALTERNATOR			
1700-0019	Alternator Niehoff 360 amp (360 amp SAE/320 NFPA rating). Available only on ISX12 and ISX15.	1	
BATTERIES			
1400-0002	Battery four group 31 1000 CCA.	1	
CHASSIS OPTIONS			
1680-0005	Thermatic fan clutch.	1	
1680-0007	Drivelines 1810. Required on 1550 lb/ft torque or greater engines.	1	
1680-0008	Tow eyes front painted below bumper/cab (PR).	1	
1680-0012	Tow eyes rear frame painted black.	1	
1680-0017	Hot shift PTO.	1	
1680-0188	Aerial hydraulics installed on bottom port of EVS4000/4500 transmission (to allow for flat rear cab floor).	1	
1680-0250-M58	Diesel Exhaust Fluid (DEF) 5 gallon tank for 2013 / 2016 EPA engines. Location: left side below rear of cab.	1	
1680-0284	Radiator mounted power steering cooler.	1	
CAB MODEL			
1520-0008	Cyclone II X medium cab with 58" CA	1	
CAB ROOF TYPE			
1615-0010	Cab roof to be "flat" (non-vista).	1	

Salescode	Extended Description	Qty	
CAB BADGE PACKAGE			
1610-0000	Cab and body to have applicable E-ONE logos.	1	
CAB DOOR OPTIONS			
1550-0003	Rear crew cab doors in the medium position.	1	
1550-0005	Driver and officer cab door windows. Include forward vent windows.	1	
1550-0011	Rear crew cab door windows. Includes manual roll-down actuation. Not available on Typhoon or CII with paddle style door latching.	1	
1550-0016	Cab door panels ABS.	1	
1550-0025	All cab doors shall have "L" style exterior latches.	1	
1550-0027	Front cab door windows to have manual actuation.	1	
1550-0038-659	(4) LED cab step area lighting. Locate each light on each cab door in the inboard position. Lights to be switched with door ajar.	1	
1550-0044	All cab door kick plates to be made from diamond plate aluminum.	1	
1550-0059-000-G6	Reflective Red/Lemon Yellow printed striping positioned in the "A" formation located on the cab door panels.	1	
1550-0077	Interior cab door locks - manual. Will have manual actuation from each respective door. Includes barrel style key lock on each exterior cab door.	1	
1550-0083	All cab exterior access doors to have CH751 keyed locks.	1	
CAB STEP OPTIONS			
1640-0045-158	Step below cab door. Open back style with angled corners. Located driver's front door. Steps under front cab doors shall not interfere with approach angle.	1	
1640-0045-159	Step below cab door. Open back style with angled corners. Located officer's front door. Steps under front cab doors shall not interfere with approach angle.	1	
1640-0045-160	Step below cab door. Open back style with angled corners. Located driver side rear door. Steps under front cab doors shall not interfere with approach angle.	1	
1640-0045-161	Step below cab door. Open back style with angled corners. Located officer side rear door. Steps under front cab doors shall not interfere with approach angle.	1	
MIRRORS			
1670-0003	Velvac 2010 mirrors. Door mounted west coast style with remote control and heat.	1	
MISC EXTERIOR CAB OPTIONS			
1550-0020	Windows cab side fixed driver's side.	1	
1550-0033	Windows cab side fixed officer's side.	1	
1675-0022	Pair of 18" handrails located just behind driver and officer front door one each	1	

Salescode	Extended Description	Qty	
MISC EXTERIOR CAB OPTIONS			
	side.		
1675-0024	Pair of 36" handrails located just behind driver and officer rear door (ALS doors if equipped) one each side.	1	
1675-0030	Mud flaps, front, black with E-ONE logo.	1	
1675-0047	Rear cab wall to be 3/16" aluminum diamond plate.	1	
1675-0201	Large radius cab wheel well. Includes bolt-on adjustable wheel well trim.	1	
1675-0202	Mounting plate for battery charger receptacle, indicator, air inlet, etc (if applicable). Plate to be removable brushed stainless steel.	1	
HVAC			
1515-0018	Air conditioning for the Typhoon X, CII X and Quest with roof top mounted condenser.	1	
1515-0053	Controls for heating and air conditioning shall be located in the center dash area. (Lower area on Typhoon and CII with severe duty dash)	1	
SEATS			
1510-0003	Seats, Inc. brand 911 cab seats.	1	
1510-0007	Seat cover material vinyl.	1	
1510-0008	Seat color gray.	1	
1510-0035-147	Universal air pack bottle bracket (EA). Location: officer's seat.	1	
1510-0035-148	Universal air pack bottle bracket (EA). Location: rear facing driver's side.	1	
1510-0035-151	Universal air pack bottle bracket (EA). Location: inboard driver's side rear wall.	1	
1510-0035-152	Universal air pack bottle bracket (EA). Location: inboard officer's side rear wall.	1	
1510-0035-215	Universal air pack bottle bracket (EA). Location: rear facing officer's side.	1	
1510-0038	Driver seat 911 air ride.	1	
1510-0042	Officer seat to be 911 fixed SCBA.	1	
1510-0050	Rear facing 911 seat with SCBA driver's side.	1	
1510-0053	Rear facing 911 seat with SCBA officer's side.	1	
1510-0062	Two man bench centered on rear wall with 911 SCBA backs. Includes angled corners.	1	
1685-0033	Seating capacity tag of six occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0000	Cab interior gray. Does not include engine cover or seat color.	1	
1685-0006	Padded sun visors, driver and officer's side overhead.	1	

Salescode	Extended Description	Qty	
MISC INTERIOR CAB OPTIONS			
1685-0168	ABS Dash package. Includes center and officer side dash, lower kick panels and "A" post covers.	1	
1685-0187	Severe duty engine cover, molded polyurethane.	1	
1685-0496	ABS overhead console. Includes front full width overhead, air conditioning plenum and rear facing blower.	1	
1685-0532	Stepped profile rear engine cover.	1	
CAB ELECTRICAL OPTIONS			
1750-0046-195	Cab Headlights. Position: lower.	1	
1750-0059-179-04	Receptacle inlet 20 amp with a Yellow cover. Location: outside driver's door next to handrail.	1	
1750-0072-592	12 VDC (or 24VDC) electrical outlet wired battery hot. Location: driver side dash.	1	
1750-0075	English dominant main cab gauge cluster.	1	
1750-0158	Dome Lts Red/White LED. Package includes two lights mounted in the front and two mounted in the rear of the cab. White light wired through door and light assembly switch. Red light through light assembly switch.	1	
1750-0198-A31	Battery charger to be located behind driver's seat.	1	
1750-0215-172	Turn signal Whelen M6 LED arrow amber pair located upper headlight bezel.	1	
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	
1750-0435	Halogen cab headlights. TyphoonX, CIIX and QST2 only.	1	
1750-0449	Momentary DPF regeneration override switch.	1	
BODY MODEL			
3080-0034	HP95 MidMount center body with pump and 300g tank.	1	
3080-0041	HP95 MidMount rear body with hosebed.	1	
3080-0147	HP95 MidMount front body with pump (for use with DPF / SCR aftertreatment).	1	
BODY COMPT REAR			
3110-0360	Rear of body to have un-painted smooth plate overlay style body panels to facilitate rear body striping.	1	
AERIAL BODY OPTIONS			
3310-0032	Recessed tubes for (6) pike poles. Not available on HP75 SideStacker.	1	
3310-0057	Crosslay double to hold up to 400' of 2.0" DJ (each).	1	
3310-0069	Rear ladder tunnel doors. Vertically hinged smooth plate to match rear body finish.	1	

Salescode	Extended Description	Qty	
AERIAL BODY OPTIONS			
3310-0161	Jack leg opening covers diamond plate (2) sets. Includes diamond plate outrigger covers and fixed diamond plate filler panels.	1	
3310-0311	Auxiliary jack pads 24X24 (4) with 20 degree formed handle. Includes mounting brackets to store (2) each side of the body next to front drop down jacks.	1	
DOORS			
3300-0007-003	Door single vertical hinged painted. Location(s): L1	1	
3300-0007-004	Door single vertical hinged painted. Location(s): L2	1	
3300-0007-015	Door single vertical hinged painted. Location(s): R1	1	
3300-0007-016	Door single vertical hinged painted. Location(s): R2	1	
3300-0007-018	Door single vertical hinged painted. Location(s): R4	1	
3300-0011-005	Door single horizontal hinged lift-up box pan configuration painted. Location(s): L3	1	
3300-0289-007	Door double vertical hinged w/rotary latches - painted . Location(s): L5 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0289-017	Door double vertical hinged w/rotary latches - painted . Location(s): R3 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0289-019	Door double vertical hinged w/rotary latches - painted . Location(s): R5 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0292-006	Door double 3-point vertical hinged w/rotary latches - painted. Location(s): L4. Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
COVERS			
3305-0007-000-13	Vinyl Black hose bed cover with attached rear flap(s).	1	
3305-0008-000-13	Vinyl Black crosslay cover with attached side flaps.	1	
PUMP PANELS			
3134-0016	Stainless steel driver and officer side pump panels.	1	
3134-0039	The gauge panel on the driver side pump panel is to be hinged upward. Includes two spring type hold opens, two trigger latches, and a recessed handle.	1	
3134-0055	Officer side upper pump access panel to be horizontal hinged with stainless steel door. Includes (2) push button latches and (2) hold open devices.	1	
MISC PUMP PANEL OPTIONS			

Salescode	Extended Description	Qty	
MISC PUMP PANEL OPTIONS			
4460-0003	Pump panel tags color coded per NFPA compliance.	1	
WATER TANK			
4010-0195	300 gallon "T" water tank. UPF Poly III blue fill tower.	1	
TANK PLUMBING			
4450-0010	2" tank fill Akron manual valve.	1	
4450-0023	3" Tank to Pump Akron Air Actuated Valve	1	
LADDER STORAGE / RACKS			
3365-0036-603	Center mounted ladder tunnel. Ladder rack to hold: PEL3-35, PEL-24, (2)PRL-16, PRL-14 and FL-10	1	
HANDRAILS / STEPS			
3330-0002-050	Slide-out platform, rollerless. Includes chrome grab handle centered on the front face of the platform (includes hand rail as applicable). Located below driver side pump panel.	1	
3330-0288	Step swing down diamond plate with gator grip located at each aerial access staircase (3). Includes mechanical lock to store in the up position. (HP95MM Platform only)	1	
MISC BODY OPTIONS			
3340-0059	Recessed fuel fills for dual fuel fill application, (1) each side in rear wheel wells.	1	
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
3340-0107	Diamond plate tandem axle wheel well. Includes bolt-on composite wheel well liners and fenderettes.	1	
3340-0270	The painted aerial body side panels shall be smooth / flush. Applies to SideStacker HB side, panels next to water tank on MM, and upper body sides on RLP.	1	
3340-0478	Insulation shall be installed behind and / or below the body to protect the compartment(s) from excessive exhaust system heat.	1	
PUMPS			
4005-0031	Rating 1500 GPM.	1	
4005-0198	Hale 8FGR 1500-2000 GPM Pump single stage. Requires dual primer option.	1	
PUMP CERTIFICATION			
4475-0000	Pump certification 750-2250 GPM	1	

Salescode	Extended Description	Qty	
PUMP OPTIONS			
4015-0052-198	Steamers to be Flush. Location: driver's side.	1	
4015-0052-199	Steamers to be Flush. Location: officer's side.	1	
4015-0073	Manual operated master pump drain. The master drain shall be clearly marked and placed in accessible location below running board on driver side (or area directly to rear of panel if no room below panel).	1	
4015-0210	Pump cooler with Innovative Control 1/4 turn valve with "T" handle and label.	1	
4015-0243	Hale electric primer - dual (oil-less).	1	
INTAKES			
4440-0005	2.5" Left Intake Akron Manual Valve.	1	
INTAKE OPTIONS			
4445-0009	Intake relief valve, Akron.	1	
DISCHARGES AND PRECONNECTS			
4415-0012-654	1.5" Crosslay with Akron manual valve. Location: crosslay 1 & 2.	2	
4415-0014-581	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 1.	1	
4415-0014-582	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 2.	1	
4415-0016-583	2.5" Right Pump Panel Discharge Akron Manual Valve. Location: right side discharge 1.	1	
4415-0016-584	2.5" Right Pump Panel Discharge Akron Manual Valve. Location: right side discharge 2.	1	
4415-0994	4" waterway discharge with 4" Akron electric valve with 9323 controller.	1	
DISCHARGE OPTIONS			
4417-0175	Innovative Controls push/pull valve controls with locking T handles.	1	
4417-0176	Innovative Controls 3/4" bleeder/drain valve include lift lever with ergonomic grip.	7	
4417-0185	Innovative Controls discharge and intake bezels with integral color code and verbiage for side mount pump panel.	1	
PRESSURE GOVERNORS			
4465-0005	Class 1 Captain pressure governor.	1	
GAUGES			
4435-0069	Class 1 ENFO IV system on pump operator's panel.	1	

Salescode	Extended Description	Qty	
GAUGES			
4435-0083	Innovative Controls 10 LED SL series water tank level gauge. On pump panel.	1	
4435-0246	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel.	7	
4435-0247	4" Innovative Controls stainless steel case master pressure gauges with bezel. Intake 30-0-400, and discharge 0-400.	1	
ELECTRICAL SYSTEMS			
5010-0039	V-MUX Electrical system for aerials.	1	
5010-0049	Vehicle data recorder - 2009 / 2016 NFPA compliant. Includes occupant detection shown in multiplex display. E-ONE chassis only.	1	
5010-0055-649	Vista IV display for V-MUX electrical system. Location: driver's side engine cover.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0504	Whelen MKEZ7 1.5" standard mount for front light bar (PR).	1	
5300-0506-000-4V	Front light bar LED color: Red/White with clear lenses (If applicable, includes side facing when colors are the same.)	1	
5300-0511	Light bar Whelen Freedom IV Model F4X7 72" with 8 LED modules. Location: Centered on the front cab roof.	1	
WARNING LIGHT PACKAGES			
5550-0484-538-4U	Whelen Super LED lower level warning light package. Includes (8) C-Series model C6L light heads and (2) ION-T Series model TLI light heads with bezels. Color: Red with red lenses. Locate side facing lights: at forward most position, in rear wheel well offset to front, and side facing at rear of body in rubrail if equipped. Note: ION-T Series light only available with clear lenses.	1	
WARNING LIGHTS			
5600-0078-479-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location rear upper body on aerial style brackets.	1	
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
5600-0669-464-4U	Warning light Whelen C-Series model C6L Super LED (PR). Color: Red with red lenses. Location: (1) each side of cab down low just ahead of rear doors.	1	
SIRENS			
5500-0015	Whelen model 295SLSA1 siren with microphone (replaced 295HFSA1).	1	
5500-0024-170	The primary electronic siren control is to be located center overhead.	1	

Salescode	Extended Description	Qty	
SPEAKERS			
5510-0049-209	Whelen SP123BMC electronic siren speaker recessed in front bumper. Location: driver side front bumper.	1	
DOT LIGHTING			
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0026	Marker light LED body/cab package. E-ONE custom cab with aerial ladder, Mid-Mount platform or Bronto bodies only.	1	
5150-0039	Marker lights Britax amber/red rubber housed mounted on the rear body corners angled down.	1	
5150-0129	Whelen M6 series LED horizontal mount tail lights. Includes LED stop/tail, arrow turn and back-up lights individually mounted with weatherproof connectors.	1	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0278	Compartment light package TecNiq T440 4" LED for large bodies.	1	
5380-0279	Ground light package TecNiq T440 4" LED - small.	1	
5380-0285	Step light package body TecNiq T440 4" LED - small.	1	
5380-0323	The auxiliary steps below the cab doors to have EON LED lights to illuminate the stepping surface and ground below (IPO lights indicated in the main ground light package).	1	
5380-0325	EON LED ladder tunnel light (EA).	3	
LIGHTS - DECK AND SCENE			
5390-0215-457	Deck Lights - Optronics Model TLL44 (PR). Location: (1) each side of body rear facing up high.	1	
5390-0216	Hose bed light Optronics LED model TLL44 Locate at front of hose bed. Switched with work light switch in cab.	1	
5390-0217	Crosslay light Optronics LED model TLL44. Locate to rear of crosslay (SM) and forward of crosslay (TM as applicable). Switched with work light switch in cab.	1	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
5400-0011	LED pump compartment light (EA).	1	
5400-0230	Pump panel LED light package EON / 4" TecNiq for HP95MM / RLP. Includes (3) TecNiq EON lights with S/S housings for upper control panel and (2) 4" TecNiq each side for lower side intake / discharge panels.	1	
CONTROLS / SWITCHES			
5100-0000-198	Foot switch to control air horns located driver's side.	1	

Salescode	Extended Description	Qty	
CONTROLS / SWITCHES			
5100-0000-199	Foot switch to control air horns located officer's side.	1	
5100-0165	Audible door ajar alarm wired through door ajar light. For use with V-Mux Display only.	1	
CAMERAS / INTERCOM			
5350-0156	FRC ACT 2-way aerial intercom.	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
AERIAL MODEL			
6100-0008	Platform HP95 Mid-Mount. Includes driver side console, level assist and jack leg flood lights.	1	
AERIAL HYDRAULIC SYSTEM OPTIONS			
6150-0003-216	Gauge aerial hydraulic oil level. Electronic display to be located on pump operator's panel.	1	
AERIAL CONTROLS			
6850-0042	Roll-top multi-level turntable console mounted to tube style pedestal mount. Cover to be 3-piece design. (95-platform, HP95 MM Platform and HP/HPS100 Platform only)	1	
MONITORS			
6300-0017	Monitor painted silver from OEM.	1	
6300-0108	Monitor Akron StreamMaster II electric with 5177 nozzle 1250GPM for platform. Includes tip controls, base controls and a butterfly valve. Monitor to have multiple flow ratings based on aerial model and monitor position.	1	
WATERWAY OPTIONS			
6350-0009	Right side 4" NST waterway inlet for Mid-Mount Boom or Platform. Includes chrome cap.	1	
6350-0012-192	Akron 2.5" valve for platform. Valve to be located at the front of platform next to monitor.	1	
6350-0014	2.5" chrome elbow with 2.5" x 1.5" reducer and 1.5" cap for platform / ladder discharge valve.	1	
6350-0067	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel. Locate next to waterway inlet.	1	
AERIAL WARNING LIGHTS			

Salescode	Extended Description	Qty	
AERIAL WARNING LIGHTS			
6550-0001	Outrigger warning lights (PR) LED. Truck-Lite model 91R.	1	
AERIAL LIGHTING			
6560-0041	Whelen LED model PFBP12C at base (PR).	1	
6560-0163-237	Light Whelen Micro Pioneer model MPPWCS low profile pedestal mount with a white housing with chrome cover. Switched at light head and base console. Location(s): center front of platform.	1	
MISC AERIAL ELECTRICAL			
6570-0050	Aerial Information Center (AIC) for 95-Platform and HP95MM.	1	
BREATHING AIR			
6400-0003	Breathing air platform with (1) 444CF cylinder. Includes low air alarm.	1	
SIGN PLATES			
6750-0001-000-39	Aerial sign plates 16 x 144 (PR). Available on LTH100, HP100L, HPS105L, HP95 and HP100P only (requires 6750-0014 for special bracket on HP100P if there are not ladder brackets on each side). Does not include lettering. Color: Job Color	1	
AERIAL TESTING			
6900-0000	Aerial flow test - 3rd party.	1	
6900-0007	Aerial 2016 NFPA Certification.	1	
ELBOWS			
7400-0005	Chrome discharge elbow 2.5", 45 degree.	4	
GROUND LADDERS			
7800-0002	Alco-Lite FL-10, 10' folding ladder without shoes.	1	
7800-0007	Alco-Lite PRL-14' roof ladder.	1	
7800-0010	Alco-Lite PRL-16' roof ladder.	2	
7800-0016	Alco-Lite PEL-24' 2-section extension ladder.	1	
7800-0023	Alco-Lite PEL3-35' 3-section extension ladder.	1	
MISC LOOSE EQUIPMENT			
7600-0016	Wheel chocks 44" NFPA compliant, pair (PR) of Zico SAC-44. Up to 44" diameter tires. Includes mounting brackets.	1	
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	

Salescode	Extended Description	Qty	
EXTERIOR PAINT			
8100-0116	Rear body surface to have a sanded finish (not painted job color). Includes hinged doors that do not have discrete sales codes and removable panels.	1	
8100-0176-000-17	Paint E-ONE chassis cab - Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0183-000-17	Paint Body - Large - For Aerials, T/A Tankers/Wetsides, Rear Mounts and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0354	Paint lift cylinders, extension cylinders and upper turntable steelwork primary job color (does not apply to TT deck).	1	
INTERIOR PAINT			
8150-0011	The interior of the cab to be painted Zolatone gray.	1	
STRIPING			
8200-0015	White reflective tape on (2) outriggers.	1	
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
GRAPHICS			
8400-0022	Logo E-ONE (PR) on aerial lift cylinder. Logo to be black and white reflective material approx 14" long located midway along outward surface of cylinder.	1	
WARRANTY / STANDARD			
9100-0000	Standard 1 Year Warranty.	1	
9100-0003	Lifetime Frame Structural Warranty.	1	
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0005	10 Year Stainless Steel Plumbing Warranty - Statement of Warranty.	1	
9100-0007	20 Year Aerial Device Structural Warranty - Integrity Limited Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0000	Vehicle familiarization aerial (Domestic). 3 days. Use 9300-0315 for additional days.	1	
9300-0009	Manuals, Operator and Service in digital format.	1	

Salescode	Extended Description	Qty	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0016	Approval Drawings-Standard.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	
Dealer Supplied Equipment			

ITEM #27

Non Walk-In Rescue
Kenworth



Fire Apparatus Quotation for:
BUYBOARD COOPERATIVE PURCHASING
Kenworth 2-Door Non Walk-In Rescue
Item #27



Quotation Number: 72783 Rev: 39

Unit Description: REHN-COMM

Quote Description: Heavy Rescue Non-Walk, Commercial Chassis

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
3340-1137-12F	Equipment allowance on the apparatus shall be 4000 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
CHASSIS PREP			
1020-00KW	Commercial Chassis Prep for E-1supplied Kenworth chassis	1	
FRAME ASSEMBLY			
1250-0011	Rear underbody support frame.	1	
TIRE OPTIONS			
1060-0117	RWC AirGuard LED tire pressure monitoring valve stem caps (6) for single rear axle applications.	1	
AIR SYSTEM OPTIONS			
1110-0010-277	Air inlet. To charge brake system. Commercial chassis only. Location: driver's door step area.	1	
ENGINES & TRANSMISSIONS			
1200-0357	Cummins L9 engine, 300 HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed	1	
CHASSIS OPTIONS			
1680-0011	Tow eyes rear below body, painted.	1	

Salescode	Extended Description	Qty	
CHASSIS OPTIONS			
1680-0078	Tow hooks front OEM. Not available with extended E-ONE installed front bumper. Tow hooks are OEM supplied with chassis.	1	
1680-0252	OEM chassis step package for Kenworth Commercial Chassis. Includes mounting plate for the battery charger receptacle and air inlet.	1	
CAB MODEL			
1520-0152	Kenworth commercial two (2) door T370 4X2. PX-9 engines up to 380 HP.	1	
CAB DOOR OPTIONS			
1550-0227	Reflective striping shall be installed on commercial cab doors, visible when the door is open, meeting NFPA requirement of 96 sq. in. coverage for each door.	1	
MISC EXTERIOR CAB OPTIONS			
1675-0007	Diesel fuel only label.	1	
SEATS			
1685-0012	Seating capacity tag of two occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0450	Center control console painted black Zolatone. Locate in cab between driver and officer. Includes area for NFPA siren, electrical, and in-cab controls (as applicable) switching.	1	
CAB ELECTRICAL OPTIONS			
1750-0024-277-04	Auto-Eject receptacle inlet 20 amp located driver's door step area with a Yellow cover.	1	
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	
BODY SPEC			
3090-0009	Non Walk-in Rescue Body Spec EA	1	
RESCUE BODY LOWER			
3092-0010-027	Extend diamond plate floors out to door opening. Location is B1. Extruded aluminum.	1	
3092-0011	16' Non Walkin Rescue Body 3/3/5/3 EA	1	
RESCUE BODY UPPER			
3094-0000	Perimeter roof with officer side entrance, L shape catwalk. Extruded aluminum.	1	
3094-0003	Upper body height 15". Extruded aluminum.	1	
3094-0012	Roof compartments for 16' perimeter roof body. Extruded aluminum.	1	

Salescode	Extended Description	Qty	
RESCUE BODY REAR			
3096-0000	Rescue Rear Body Full Height Compartment B1	1	
3096-0004	10" Tailboard Bolt-On With Bracing Rescue	1	
BODY COMPT REAR			
3110-0028	Rear body panels to be painted smooth plate.	1	
RESCUE BODY OPTIONS			
3360-0013	Zico access ladder. Includes required step lights.	1	
3360-0020	Front body panels to be diamond plate.	1	
DOORS			
3300-0017-005	Door roll up short (up to 45") with satin finish ROM. Location(s): L3.	1	
3300-0017-017	Door roll up short (up to 45") with satin finish ROM. Location(s): R3.	1	
3300-0019-003	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L1.	1	
3300-0019-004	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L2.	1	
3300-0019-006	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L4.	1	
3300-0019-015	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R1.	1	
3300-0019-016	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R2.	1	
3300-0019-018	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R4.	1	
3300-0019-027	Door roll up tall (greater than 45") with satin finish ROM. Location(s): B1.	1	
SHELVES			
3370-0035-003	Shelf adjustable 1/2 depth in transverse compartment. Locate in L1.	2	
3370-0035-004	Shelf adjustable 1/2 depth in transverse compartment. Locate in L2.	2	
3370-0043	Unistrut. All exterior compartments on rescue body will have Unistrut in each compartment unless inapplicable.	1	
3370-0052-005	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L3.	2	
3370-0052-006	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L4.	2	
COMPARTMENT DIVIDERS			
3340-0166-003	Partition, bolt-in vertical partition wall. Locate in L1.	1	

Salescode	Extended Description	Qty	
COMPARTMENT DIVIDERS			
3395-0001-003	Compartment instructions for L1.	1	Partition to be located 12in off FWD wall. Shelf Adjustable - Half Transverse to be located Rearward of Partition 1. Shelf Adjustable - Half Transverse to be located Rearward of Partition 1.
TRAYS / TOOLBOARDS			
3380-0027-015	Floor mounted SlideMaster with tray. Model SM3-SP. Single depth. Mount on R1 floor.	1	
3380-0027-016	Floor mounted SlideMaster with tray. Model SM3-SP. Single depth. Mount on R2 floor.	1	
3380-0027-017	Floor mounted SlideMaster with tray. Model SM3-SP. Single depth. Mount on R3 floor.	1	
3380-0027-018	Floor mounted SlideMaster with tray. Model SM3-SP. Single depth. Mount on R4 floor.	1	
MISC BODY OPTIONS			
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
ELECTRICAL SYSTEMS			
5010-0014-G96	Vehicle data recorder for commercial cab - 2009 / 2016 NFPA compliant. Includes occupant detection with display. Display location: outboard on officer's side overhead console.	1	
5010-0036	V-MUX Electrical system for pumper / tanker / rescue.	1	
5010-0059-339	VFD Text display for V-MUX electrical system. Location: center of dash.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0504	Whelen MKEZ7 1.5" standard mount for front light bar (PR).	1	
5300-0506-000-4V	Front light bar LED color: Red/White with clear lenses (If applicable, includes side facing when colors are the same.)	1	
5300-0529	Light bar Whelen Freedom IV Model F4X0 55" with 8 LED modules. Location: Centered on the front cab roof.	1	
WARNING LIGHT PACKAGES			
5550-0483-B38-4U	Whelen C-Series model C6L Super LED lower level warning light package. Includes (10) light heads with bezels. Color: Red with red lenses. Locate side facing lights: at forward most position, in rear wheelwell offset to front, and on	1	

Salescode	Extended Description	Qty	
WARNING LIGHT PACKAGES			
	tailboard mounted light box above rear tailboard.		
WARNING LIGHTS			
5600-0078-479-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location rear upper body on aerial style brackets.	1	
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
SIRENS			
5500-0009	Federal PA300 electronic siren recessed mounted.	1	
5500-0024-B13	The primary electronic siren control is to be located center console.	1	
SPEAKERS			
5510-0028	Speaker Federal Dynamax ES100. Located officer's side behind tow hook. Navistar 4400 chassis only.	1	
DOT LIGHTING			
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0024	Marker light LED body package. Commercial rescue bodies only.	1	
5150-0032	Bracket license plate at rear of body.	1	
5150-0102	Whelen M6 series LED vertical mount tail lights. Includes LED stop/tail, arrow turn and back-up lights with vertical 3 light housing and weatherproof connectors.	1	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0036	Step light package body LED - small.	1	
5380-0278	Compartment light package TecNiq T440 4" LED for large bodies.	1	
5380-0279	Ground light package TecNiq T440 4" LED - small.	1	
LIGHTS - DECK AND SCENE			
5390-0007	Deck/scene light circuit wiring through chassis reverse. Requires rear deck or scene light.	1	
5390-0215-457	Deck Lights - Optronics Model TLL44 (PR). Location: (1) each side of body rear facing up high.	1	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
5400-0031	Pair of Cab Dome Large Lights mounted driver and officer side front. N/A on E-One Chassis. Required on Comm Chassis.	1	

Salescode	Extended Description	Qty	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
5110-0035	All 12 Volt electrical components and Multiplex box will be located in lower L1 back wall. The compartment depth will be limited by approximately 6".	1	
GENERATOR			
5250-0059	Generator Onan 15KW PTO. Single phase 120/240v. Includes PTO, driveshaft, main breaker, gauge panel, fast idle and frequency control for engine.	1	
GENERATOR TEST			
5255-0000	3rd party generator test without pump.	1	
BREAKER BOXES			
5200-0001-394	Breaker box 12 place single phase. Includes main breaker. Note: If gen is 6KW or less, main will occupy 2 places leaving 10 available. Locate L1 forward wall.	1	
MISC LOOSE EQUIPMENT			
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0183-000-17	Paint Body - Large - For Aerials, T/A Tankers/Wetsides, Rear Mounts and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0440-000-7W	Kenworth cab paint (by chassis OEM). Paint to match As Specified.	1	
STRIPING			
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	
8300-0330	Single NFPA Scotchlite Stripe - upto 6" wide and straight on cab and the body. Size, color and location as specified by the customer.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
GRAPHICS			
8400-0067	E-ONE logo with grey backing on M6 series vertical tail light housing (PR).	1	
WARRANTY / STANDARD & EXTENDED			
9100-0000	Standard 1 Year Warranty.	1	

Salescode	Extended Description	Qty	1
WARRANTY / STANDARD & EXTENDED			
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint. Fire Apparatus	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	
LIGHT TOWER			
5460-0064	Night Scan Chief NS1.8-6000OPT light tower with four 1500 watt 230 volt FRC Optimum quartz light heads. Control to be located next to the breaker box. Requires air brakes or air system and auxiliary air tank. Tower to be located rear cab roof mounted side to side and hinged to driver.	1	

ITEM #27

Non Walk-In Rescue Freightliner



Fire Apparatus Quotation for:
BUYBOARD COOPERATIVE PURCHASING
Peterbilt Non Walk-In Rescue
Item #27



Quotation Number: 90520 Rev: 7

Unit Description: REHN-COMM

Quote Description: Heavy Rescue Non-Walk, Commercial Chassis

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
3340-1137-12F	Equipment allowance on the apparatus shall be 4000 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
CHASSIS PREP			
1020-0039	Chassis prep for a Peterbuilt chassis.	1	
FRAME ASSEMBLY			
1250-0011	Rear underbody support frame.	1	
TIRE OPTIONS			
1060-0117	RWC AirGuard LED tire pressure monitoring valve stem caps (6) for single rear axle applications.	1	
AIR SYSTEM OPTIONS			
1110-0010-277	Air inlet. To charge brake system. Commercial chassis only. Location: driver's door step area.	1	
ENGINES & TRANSMISSIONS			
1200-0336	PACCAR PX-9 engine 380 HP @ 2000 RPM, 1150 lb-ft Torque @ 1400 RPM, 2200 RPM Governed Speed	1	
CHASSIS OPTIONS			
1680-0011	Tow eyes rear below body, painted.	1	

Salescode	Extended Description	Qty	
CHASSIS OPTIONS			
1680-0078	Tow hooks front OEM. Not available with extended E-ONE installed front bumper. Tow hooks are OEM supplied with chassis.	1	
1680-0104	OEM chassis step package for Freightliner M2 series. Includes mounting plate for the battery charger receptacle and air inlet.	1	
CAB MODEL			
1520-0156	CAB 2DR Peterbuilt model 348 4x2 with horizontal exhaust RH side exit. PX9 engine	1	
CAB DOOR OPTIONS			
1550-0227	Reflective striping shall be installed on commercial cab doors, visible when the door is open, meeting NFPA requirement of 96 sq. in. coverage for each door.	1	
MISC EXTERIOR CAB OPTIONS			
1675-0007	Diesel fuel only label.	1	
SEATS			
1685-0012	Seating capacity tag of two occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0450	Center control console painted black Zolatone. Locate in cab between driver and officer. Includes area for NFPA siren, electrical, and in-cab controls (as applicable) switching.	1	
CAB ELECTRICAL OPTIONS			
1750-0024-277-04	Auto-Eject receptacle inlet 20 amp located driver's door step area with a Yellow cover.	1	
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	
BODY SPEC			
3090-0009	Non Walk-in Rescue Body Spec EA	1	
RESCUE BODY LOWER			
3092-0010-027	Extend diamond plate floors out to door opening. Location is B1. Extruded aluminum.	1	
3092-0011	16' Non Walkin Rescue Body 3/3/5/3 EA	1	
RESCUE BODY UPPER			
3094-0000	Perimeter roof with officer side entrance, L shape catwalk. Extruded aluminum.	1	
3094-0003	Upper body height 15". Extruded aluminum.	1	
3094-0012	Roof compartments for 16' perimeter roof body. Extruded aluminum.	1	

Salescode	Extended Description	Qty	
RESCUE BODY REAR			
3096-0000	Rescue Rear Body Full Height Compartment B1	1	
3096-0004	10" Tailboard Bolt-On With Bracing Rescue	1	
BODY COMPT REAR			
3110-0028	Rear body panels to be painted smooth plate.	1	
RESCUE BODY OPTIONS			
3360-0013	Zico access ladder. Includes required step lights.	1	
3360-0020	Front body panels to be diamond plate.	1	
DOORS			
3300-0017-005	Door roll up short (up to 45") with satin finish ROM. Location(s): L3.	1	
3300-0017-017	Door roll up short (up to 45") with satin finish ROM. Location(s): R3.	1	
3300-0019-003	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L1.	1	
3300-0019-004	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L2.	1	
3300-0019-006	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L4.	1	
3300-0019-015	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R1.	1	
3300-0019-016	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R2.	1	
3300-0019-018	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R4.	1	
3300-0019-027	Door roll up tall (greater than 45") with satin finish ROM. Location(s): B1.	1	
SHELVES			
3370-0035-003	Shelf adjustable 1/2 depth in transverse compartment. Locate in L1.	2	
3370-0035-004	Shelf adjustable 1/2 depth in transverse compartment. Locate in L2.	2	
3370-0043	Unistrut. All exterior compartments on rescue body will have Unistrut in each compartment unless inapplicable.	1	
3370-0052-005	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L3.	2	
3370-0052-006	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L4.	2	
COMPARTMENT DIVIDERS			
3340-0166-003	Partition, bolt-in vertical partition wall. Locate in L1.	1	

Salescode	Extended Description	Qty	
COMPARTMENT DIVIDERS			
3395-0001-003	Compartment instructions for L1.	1	Partition to be located 12in off FWD wall. Shelf Adjustable - Half Transverse to be located Rearward of Partition 1. Shelf Adjustable - Half Transverse to be located Rearward of Partition 1.
TRAYS / TOOLBOARDS			
3380-0027-015	Floor mounted SlideMaster with tray. Model SM3-SP. Single depth. Mount on R1 floor.	1	
3380-0027-016	Floor mounted SlideMaster with tray. Model SM3-SP. Single depth. Mount on R2 floor.	1	
3380-0027-017	Floor mounted SlideMaster with tray. Model SM3-SP. Single depth. Mount on R3 floor.	1	
3380-0027-018	Floor mounted SlideMaster with tray. Model SM3-SP. Single depth. Mount on R4 floor.	1	
MISC BODY OPTIONS			
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
ELECTRICAL SYSTEMS			
5010-0014-G97	Vehicle data recorder for commercial cab - 2009 / 2016 NFPA compliant. Includes occupant detection with display. Display location: cab dash above transmission shift panel.	1	
5010-0036	V-MUX Electrical system for pumper / tanker / rescue.	1	
5010-0059-339	VFD Text display for V-MUX electrical system. Location: center of dash.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0504	Whelen MKEZ7 1.5" standard mount for front light bar (PR).	1	
5300-0506-000-4V	Front light bar LED color: Red/White with clear lenses (If applicable, includes side facing when colors are the same.)	1	
5300-0529	Light bar Whelen Freedom IV Model F4X0 55" with 8 LED modules. Location: Centered on the front cab roof.	1	
WARNING LIGHT PACKAGES			
5550-0483-B38-4U	Whelen C-Series model C6L Super LED lower level warning light package. Includes (10) light heads with bezels. Color: Red with red lenses. Locate side facing lights: at forward most position, in rear wheelwell offset to front, and on	1	

Salescode	Extended Description	Qty	
WARNING LIGHT PACKAGES			
	tailboard mounted light box above rear tailboard.		
WARNING LIGHTS			
5600-0078-479-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location rear upper body on aerial style brackets.	1	
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
SIRENS			
5500-0009	Federal PA300 electronic siren recessed mounted.	1	
5500-0024-B13	The primary electronic siren control is to be located center console.	1	
SPEAKERS			
5510-0029-209	Speaker, Federal Signal Dynamax ES100 with "E-ONE" grille through bumper. Location: driver side front bumper.	1	
DOT LIGHTING			
5150-0007	Whelen 600 series LED vertical mount tail lights. Includes LED stop/tail, arrow turn and halogen back-up lights with vertical Cast 3 housing and weatherproof connectors.	1	
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0024	Marker light LED body package. Commercial rescue bodies only.	1	
5150-0032	Bracket license plate at rear of body.	1	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0066	Compartment light package Federal Signal LED for large bodies.	1	
5380-0067	Ground light package Federal Signal LED - small.	1	
5380-0069	Step light package body Federal Signal LED - small.	1	
LIGHTS - DECK AND SCENE			
5390-0007	Deck/scene light circuit wiring through chassis reverse. Requires rear deck or scene light.	1	
5390-0008-457	Federal Signal GH scene lights (PR). Switch in cab (driver and officer side facing lights switched separately). Locate (1) each side of body rear facing up high.	1	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
5400-0031	Pair of Cab Dome Large Lights mounted driver and officer side front. N/A on E-One Chassis. Required on Comm Chassis.	1	

Salescode	Extended Description	Qty	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
5110-0035	All 12 Volt electrical components and Multiplex box will be located in lower L1 back wall. The compartment depth will be limited by approximately 6".	1	
GENERATOR			
5250-0059	Generator Onan 15KW PTO. Single phase 120/240v. Includes PTO, driveshaft, main breaker, gauge panel, fast idle and frequency control for engine.	1	
GENERATOR TEST			
5255-0000	3rd party generator test without pump.	1	
BREAKER BOXES			
5200-0001-394	Breaker box 12 place single phase. Includes main breaker. Note: If gen is 6KW or less, main will occupy 2 places leaving 10 available. Locate L1 forward wall.	1	
MISC LOOSE EQUIPMENT			
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0183-000-17	Paint Body - Large - For Aerials, T/A Tankers/Wetsides, Rear Mounts and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0516-000-7W	Peterbilt cab paint (by chassis OEM). Paint to match As Specified.	1	
STRIPING			
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	
8300-0330	Single NFPA Scotchlite Stripe - upto 6" wide and straight on cab and the body. Size, color and location as specified by the customer.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
WARRANTY / STANDARD			
9100-0000	Standard 1 Year Warranty.	1	
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	

Salescode	Extended Description	Qty	
WARRANTY / STANDARD			
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	
LIGHT TOWER			
5460-0064	Night Scan Chief NS1.8-6000OPT light tower with four 1500 watt 230 volt FRC Optimum quartz light heads. Control to be located next to the breaker box. Requires air brakes or air system and auxiliary air tank. Tower to be located rear cab roof mounted side to side and hinged to driver.	1	

ITEM #27

Non Walk-In Rescue

Peterbilt



Fire Apparatus Quotation for:
BUYBOARD COOPERATIVE PURCHASING
Peterbilt Non Walk-In Rescue
Item #27



Quotation Number: 90520 Rev: 7

Unit Description: REHN-COMM

Quote Description: Heavy Rescue Non-Walk, Commercial Chassis

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
3340-1137-12F	Equipment allowance on the apparatus shall be 4000 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
CHASSIS PREP			
1020-0039	Chassis prep for a Peterbuilt chassis.	1	
FRAME ASSEMBLY			
1250-0011	Rear underbody support frame.	1	
TIRE OPTIONS			
1060-0117	RWC AirGuard LED tire pressure monitoring valve stem caps (6) for single rear axle applications.	1	
AIR SYSTEM OPTIONS			
1110-0010-277	Air inlet. To charge brake system. Commercial chassis only. Location: driver's door step area.	1	
ENGINES & TRANSMISSIONS			
1200-0336	PACCAR PX-9 engine 380 HP @ 2000 RPM, 1150 lb-ft Torque @ 1400 RPM, 2200 RPM Governed Speed	1	
CHASSIS OPTIONS			
1680-0011	Tow eyes rear below body, painted.	1	

Salescode	Extended Description	Qty	
CHASSIS OPTIONS			
1680-0078	Tow hooks front OEM. Not available with extended E-ONE installed front bumper. Tow hooks are OEM supplied with chassis.	1	
1680-0104	OEM chassis step package for Freightliner M2 series. Includes mounting plate for the battery charger receptacle and air inlet.	1	
CAB MODEL			
1520-0156	CAB 2DR Peterbuilt model 348 4x2 with horizontal exhaust RH side exit. PX9 engine	1	
CAB DOOR OPTIONS			
1550-0227	Reflective striping shall be installed on commercial cab doors, visible when the door is open, meeting NFPA requirement of 96 sq. in. coverage for each door.	1	
MISC EXTERIOR CAB OPTIONS			
1675-0007	Diesel fuel only label.	1	
SEATS			
1685-0012	Seating capacity tag of two occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0450	Center control console painted black Zolatone. Locate in cab between driver and officer. Includes area for NFPA siren, electrical, and in-cab controls (as applicable) switching.	1	
CAB ELECTRICAL OPTIONS			
1750-0024-277-04	Auto-Eject receptacle inlet 20 amp located driver's door step area with a Yellow cover.	1	
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	
BODY SPEC			
3090-0009	Non Walk-in Rescue Body Spec EA	1	
RESCUE BODY LOWER			
3092-0010-027	Extend diamond plate floors out to door opening. Location is B1. Extruded aluminum.	1	
3092-0011	16' Non Walkin Rescue Body 3/3/5/3 EA	1	
RESCUE BODY UPPER			
3094-0000	Perimeter roof with officer side entrance, L shape catwalk. Extruded aluminum.	1	
3094-0003	Upper body height 15". Extruded aluminum.	1	
3094-0012	Roof compartments for 16' perimeter roof body. Extruded aluminum.	1	

Salescode	Extended Description	Qty	
RESCUE BODY REAR			
3096-0000	Rescue Rear Body Full Height Compartment B1	1	
3096-0004	10" Tailboard Bolt-On With Bracing Rescue	1	
BODY COMPT REAR			
3110-0028	Rear body panels to be painted smooth plate.	1	
RESCUE BODY OPTIONS			
3360-0013	Zico access ladder. Includes required step lights.	1	
3360-0020	Front body panels to be diamond plate.	1	
DOORS			
3300-0017-005	Door roll up short (up to 45") with satin finish ROM. Location(s): L3.	1	
3300-0017-017	Door roll up short (up to 45") with satin finish ROM. Location(s): R3.	1	
3300-0019-003	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L1.	1	
3300-0019-004	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L2.	1	
3300-0019-006	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L4.	1	
3300-0019-015	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R1.	1	
3300-0019-016	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R2.	1	
3300-0019-018	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R4.	1	
3300-0019-027	Door roll up tall (greater than 45") with satin finish ROM. Location(s): B1.	1	
SHELVES			
3370-0035-003	Shelf adjustable 1/2 depth in transverse compartment. Locate in L1.	2	
3370-0035-004	Shelf adjustable 1/2 depth in transverse compartment. Locate in L2.	2	
3370-0043	Unistrut. All exterior compartments on rescue body will have Unistrut in each compartment unless inapplicable.	1	
3370-0052-005	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L3.	2	
3370-0052-006	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L4.	2	
COMPARTMENT DIVIDERS			
3340-0166-003	Partition, bolt-in vertical partition wall. Locate in L1.	1	

Salescode	Extended Description	Qty	
COMPARTMENT DIVIDERS			
3395-0001-003	Compartment instructions for L1.	1	Partition to be located 12in off FWD wall. Shelf Adjustable - Half Transverse to be located Rearward of Partition 1. Shelf Adjustable - Half Transverse to be located Rearward of Partition 1.
TRAYS / TOOLBOARDS			
3380-0027-015	Floor mounted SlideMaster with tray. Model SM3-SP. Single depth. Mount on R1 floor.	1	
3380-0027-016	Floor mounted SlideMaster with tray. Model SM3-SP. Single depth. Mount on R2 floor.	1	
3380-0027-017	Floor mounted SlideMaster with tray. Model SM3-SP. Single depth. Mount on R3 floor.	1	
3380-0027-018	Floor mounted SlideMaster with tray. Model SM3-SP. Single depth. Mount on R4 floor.	1	
MISC BODY OPTIONS			
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
ELECTRICAL SYSTEMS			
5010-0014-G97	Vehicle data recorder for commercial cab - 2009 / 2016 NFPA compliant. Includes occupant detection with display. Display location: cab dash above transmission shift panel.	1	
5010-0036	V-MUX Electrical system for pumper / tanker / rescue.	1	
5010-0059-339	VFD Text display for V-MUX electrical system. Location: center of dash.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0504	Whelen MKEZ7 1.5" standard mount for front light bar (PR).	1	
5300-0506-000-4V	Front light bar LED color: Red/White with clear lenses (If applicable, includes side facing when colors are the same.)	1	
5300-0529	Light bar Whelen Freedom IV Model F4X0 55" with 8 LED modules. Location: Centered on the front cab roof.	1	
WARNING LIGHT PACKAGES			
5550-0483-B38-4U	Whelen C-Series model C6L Super LED lower level warning light package. Includes (10) light heads with bezels. Color: Red with red lenses. Locate side facing lights: at forward most position, in rear wheelwell offset to front, and on	1	

Salescode	Extended Description	Qty	
WARNING LIGHT PACKAGES			
	tailboard mounted light box above rear tailboard.		
WARNING LIGHTS			
5600-0078-479-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location rear upper body on aerial style brackets.	1	
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
SIRENS			
5500-0009	Federal PA300 electronic siren recessed mounted.	1	
5500-0024-B13	The primary electronic siren control is to be located center console.	1	
SPEAKERS			
5510-0029-209	Speaker, Federal Signal Dynamax ES100 with "E-ONE" grille through bumper. Location: driver side front bumper.	1	
DOT LIGHTING			
5150-0007	Whelen 600 series LED vertical mount tail lights. Includes LED stop/tail, arrow turn and halogen back-up lights with vertical Cast 3 housing and weatherproof connectors.	1	
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0024	Marker light LED body package. Commercial rescue bodies only.	1	
5150-0032	Bracket license plate at rear of body.	1	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0066	Compartment light package Federal Signal LED for large bodies.	1	
5380-0067	Ground light package Federal Signal LED - small.	1	
5380-0069	Step light package body Federal Signal LED - small.	1	
LIGHTS - DECK AND SCENE			
5390-0007	Deck/scene light circuit wiring through chassis reverse. Requires rear deck or scene light.	1	
5390-0008-457	Federal Signal GH scene lights (PR). Switch in cab (driver and officer side facing lights switched separately). Locate (1) each side of body rear facing up high.	1	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
5400-0031	Pair of Cab Dome Large Lights mounted driver and officer side front. N/A on E-One Chassis. Required on Comm Chassis.	1	

Salescode	Extended Description	Qty	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
5110-0035	All 12 Volt electrical components and Multiplex box will be located in lower L1 back wall. The compartment depth will be limited by approximately 6".	1	
GENERATOR			
5250-0059	Generator Onan 15KW PTO. Single phase 120/240v. Includes PTO, driveshaft, main breaker, gauge panel, fast idle and frequency control for engine.	1	
GENERATOR TEST			
5255-0000	3rd party generator test without pump.	1	
BREAKER BOXES			
5200-0001-394	Breaker box 12 place single phase. Includes main breaker. Note: If gen is 6KW or less, main will occupy 2 places leaving 10 available. Locate L1 forward wall.	1	
MISC LOOSE EQUIPMENT			
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0183-000-17	Paint Body - Large - For Aerials, T/A Tankers/Wetsides, Rear Mounts and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0516-000-7W	Peterbilt cab paint (by chassis OEM). Paint to match As Specified.	1	
STRIPING			
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	
8300-0330	Single NFPA Scotchlite Stripe - upto 6" wide and straight on cab and the body. Size, color and location as specified by the customer.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
WARRANTY / STANDARD			
9100-0000	Standard 1 Year Warranty.	1	
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	

Salescode	Extended Description	Qty	
WARRANTY / STANDARD			
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	
LIGHT TOWER			
5460-0064	Night Scan Chief NS1.8-6000OPT light tower with four 1500 watt 230 volt FRC Optimum quartz light heads. Control to be located next to the breaker box. Requires air brakes or air system and auxiliary air tank. Tower to be located rear cab roof mounted side to side and hinged to driver.	1	

ITEM #27

Non Walk-In Rescue International



Fire Apparatus Quotation for:
BUYBOARD COOPERATIVE PURCHASING
International 2-Door Non Walk-In Rescue
Item #27



Quotation Number: 72783 Rev: 39

Unit Description: REHN-COMM

Quote Description: Heavy Rescue Non-Walk, Commercial Chassis

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
3340-1137-12F	Equipment allowance on the apparatus shall be 4000 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
CHASSIS PREP			
1020-0011	Commercial Chassis Prep for E-1supplied International chassis	1	
FRAME ASSEMBLY			
1250-0011	Rear underbody support frame.	1	
TIRE OPTIONS			
1060-0117	RWC AirGuard LED tire pressure monitoring valve stem caps (6) for single rear axle applications.	1	
AIR SYSTEM OPTIONS			
1110-0010-277	Air inlet. To charge brake system. Commercial chassis only. Location: driver's door step area.	1	
ENGINES & TRANSMISSIONS			
1200-0357	Cummins L9 engine, 300 HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed	1	
CHASSIS OPTIONS			
1680-0011	Tow eyes rear below body, painted.	1	

Salescode	Extended Description	Qty	
CHASSIS OPTIONS			
1680-0078	Tow hooks front OEM. Not available with extended E-ONE installed front bumper. Tow hooks are OEM supplied with chassis.	1	
1680-0106	OEM chassis step package for International 4000 and 7000 series. Includes mounting plate for the battery charger receptacle and air inlet.	1	
CAB MODEL			
1500-0010	Two door International 4400 4x2.	1	
CAB DOOR OPTIONS			
1550-0227	Reflective striping shall be installed on commercial cab doors, visible when the door is open, meeting NFPA requirement of 96 sq. in. coverage for each door.	1	
MISC EXTERIOR CAB OPTIONS			
1675-0007	Diesel fuel only label.	1	
SEATS			
1685-0012	Seating capacity tag of two occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0450	Center control console painted black Zolatone. Locate in cab between driver and officer. Includes area for NFPA siren, electrical, and in-cab controls (as applicable) switching.	1	
CAB ELECTRICAL OPTIONS			
1750-0024-277-04	Auto-Eject receptacle inlet 20 amp located driver's door step area with a Yellow cover.	1	
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	
BODY SPEC			
3090-0009	Non Walk-in Rescue Body Spec EA	1	
RESCUE BODY LOWER			
3092-0010-027	Extend diamond plate floors out to door opening. Location is B1. Extruded aluminum.	1	
3092-0011	16' Non Walkin Rescue Body 3/3/5/3 EA	1	
RESCUE BODY UPPER			
3094-0000	Perimeter roof with officer side entrance, L shape catwalk. Extruded aluminum.	1	
3094-0003	Upper body height 15". Extruded aluminum.	1	
3094-0012	Roof compartments for 16' perimeter roof body. Extruded aluminum.	1	

Salescode	Extended Description	Qty	
RESCUE BODY REAR			
3096-0000	Rescue Rear Body Full Height Compartment B1	1	
3096-0004	10" Tailboard Bolt-On With Bracing Rescue	1	
BODY COMPT REAR			
3110-0028	Rear body panels to be painted smooth plate.	1	
RESCUE BODY OPTIONS			
3360-0013	Zico access ladder. Includes required step lights.	1	
3360-0020	Front body panels to be diamond plate.	1	
DOORS			
3300-0017-005	Door roll up short (up to 45") with satin finish ROM. Location(s): L3.	1	
3300-0017-017	Door roll up short (up to 45") with satin finish ROM. Location(s): R3.	1	
3300-0019-003	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L1.	1	
3300-0019-004	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L2.	1	
3300-0019-006	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L4.	1	
3300-0019-015	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R1.	1	
3300-0019-016	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R2.	1	
3300-0019-018	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R4.	1	
3300-0019-027	Door roll up tall (greater than 45") with satin finish ROM. Location(s): B1.	1	
SHELVES			
3370-0035-003	Shelf adjustable 1/2 depth in transverse compartment. Locate in L1.	2	
3370-0035-004	Shelf adjustable 1/2 depth in transverse compartment. Locate in L2.	2	
3370-0043	Unistrut. All exterior compartments on rescue body will have Unistrut in each compartment unless inapplicable.	1	
3370-0052-005	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L3.	2	
3370-0052-006	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L4.	2	
COMPARTMENT DIVIDERS			
3340-0166-003	Partition, bolt-in vertical partition wall. Locate in L1.	1	

Salescode	Extended Description	Qty	
COMPARTMENT DIVIDERS			
3395-0001-003	Compartment instructions for L1.	1	Partition to be located 12in off FWD wall. Shelf Adjustable - Half Transverse to be located Rearward of Partition 1. Shelf Adjustable - Half Transverse to be located Rearward of Partition 1.
TRAYS / TOOLBOARDS			
3380-0027-015	Floor mounted SlideMaster with tray. Model SM3-SP. Single depth. Mount on R1 floor.	1	
3380-0027-016	Floor mounted SlideMaster with tray. Model SM3-SP. Single depth. Mount on R2 floor.	1	
3380-0027-017	Floor mounted SlideMaster with tray. Model SM3-SP. Single depth. Mount on R3 floor.	1	
3380-0027-018	Floor mounted SlideMaster with tray. Model SM3-SP. Single depth. Mount on R4 floor.	1	
MISC BODY OPTIONS			
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
ELECTRICAL SYSTEMS			
5010-0014-G96	Vehicle data recorder for commercial cab - 2009 / 2016 NFPA compliant. Includes occupant detection with display. Display location: outboard on officer's side overhead console.	1	
5010-0036	V-MUX Electrical system for pumper / tanker / rescue.	1	
5010-0059-339	VFD Text display for V-MUX electrical system. Location: center of dash.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0504	Whelen MKEZ7 1.5" standard mount for front light bar (PR).	1	
5300-0506-000-4V	Front light bar LED color: Red/White with clear lenses (If applicable, includes side facing when colors are the same.)	1	
5300-0529	Light bar Whelen Freedom IV Model F4X0 55" with 8 LED modules. Location: Centered on the front cab roof.	1	
WARNING LIGHT PACKAGES			
5550-0483-B38-4U	Whelen C-Series model C6L Super LED lower level warning light package. Includes (10) light heads with bezels. Color: Red with red lenses. Locate side facing lights: at forward most position, in rear wheelwell offset to front, and on	1	

Salescode	Extended Description	Qty	
WARNING LIGHT PACKAGES			
	tailboard mounted light box above rear tailboard.		
WARNING LIGHTS			
5600-0078-479-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location rear upper body on aerial style brackets.	1	
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
SIRENS			
5500-0009	Federal PA300 electronic siren recessed mounted.	1	
5500-0024-B13	The primary electronic siren control is to be located center console.	1	
SPEAKERS			
5510-0028	Speaker Federal Dynamax ES100. Located officer's side behind tow hook. Navistar 4400 chassis only.	1	
DOT LIGHTING			
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0024	Marker light LED body package. Commercial rescue bodies only.	1	
5150-0032	Bracket license plate at rear of body.	1	
5150-0102	Whelen M6 series LED vertical mount tail lights. Includes LED stop/tail, arrow turn and back-up lights with vertical 3 light housing and weatherproof connectors.	1	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0036	Step light package body LED - small.	1	
5380-0278	Compartment light package TecNiq T440 4" LED for large bodies.	1	
5380-0279	Ground light package TecNiq T440 4" LED - small.	1	
LIGHTS - DECK AND SCENE			
5390-0007	Deck/scene light circuit wiring through chassis reverse. Requires rear deck or scene light.	1	
5390-0215-457	Deck Lights - Optronics Model TLL44 (PR). Location: (1) each side of body rear facing up high.	1	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
5400-0031	Pair of Cab Dome Large Lights mounted driver and officer side front. N/A on E-One Chassis. Required on Comm Chassis.	1	

Salescode	Extended Description	Qty	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
5110-0035	All 12 Volt electrical components and Multiplex box will be located in lower L1 back wall. The compartment depth will be limited by approximately 6".	1	
GENERATOR			
5250-0059	Generator Onan 15KW PTO. Single phase 120/240v. Includes PTO, driveshaft, main breaker, gauge panel, fast idle and frequency control for engine.	1	
GENERATOR TEST			
5255-0000	3rd party generator test without pump.	1	
BREAKER BOXES			
5200-0001-394	Breaker box 12 place single phase. Includes main breaker. Note: If gen is 6KW or less, main will occupy 2 places leaving 10 available. Locate L1 forward wall.	1	
MISC LOOSE EQUIPMENT			
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0183-000-17	Paint Body - Large - For Aerials, T/A Tankers/Wetsides, Rear Mounts and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0442-000-17	International cab paint (by chassis OEM). Paint to match FLNA3225E-1 Red.	1	
STRIPING			
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	
8300-0330	Single NFPA Scotchlite Stripe - upto 6" wide and straight on cab and the body. Size, color and location as specified by the customer.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
GRAPHICS			
8400-0067	E-ONE logo with grey backing on M6 series vertical tail light housing (PR).	1	
WARRANTY / STANDARD & EXTENDED			
9100-0000	Standard 1 Year Warranty.	1	

Salescode	Extended Description	Qty	1
WARRANTY / STANDARD & EXTENDED			
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint. Fire Apparatus	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	
LIGHT TOWER			
5460-0064	Night Scan Chief NS1.8-6000OPT light tower with four 1500 watt 230 volt FRC Optimum quartz light heads. Control to be located next to the breaker box. Requires air brakes or air system and auxiliary air tank. Tower to be located rear cab roof mounted side to side and hinged to driver.	1	

ITEM #28

Non Walk-In Rescue
4-Door International



Fire Apparatus Quotation for:
BUYBOARD COOPERATIVE PURCHASING
4-Door International Non Walk-In Rescue
Item #28



Quotation Number: 72784 Rev: 12

Unit Description: REHN-COMM

Quote Description: Heavy Rescue Non-Walk, Commercial Chassis

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
CHASSIS PREP			
1020-0011	Commercial Chassis Prep for E-1supplied International chassis	1	
FRAME ASSEMBLY			
1250-0011	Rear underbody support frame.	1	
TIRE OPTIONS			
1060-0117	RWC AirGuard LED tire pressure monitoring valve stem caps (6) for single rear axle applications.	1	
AIR SYSTEM OPTIONS			
1110-0010-277	Air inlet. To charge brake system. Commercial chassis only. Location: driver's door step area.	1	
ENGINES & TRANSMISSIONS			
1200-0357	Cummins L9 engine, 300 HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed	1	
CHASSIS OPTIONS			
1680-0011	Tow eyes rear below body, painted.	1	
1680-0078	Tow hooks front OEM. Not available with extended E-ONE installed front bumper. Tow hooks are OEM supplied with chassis.	1	
1680-0106	OEM chassis step package for International 4000 and 7000 series. Includes mounting plate for the battery charger receptacle and air inlet.	1	

Salescode	Extended Description	Qty	
CAB MODEL			
1500-0011	Four door Navistar 4400 4x2.	1	
CAB DOOR OPTIONS			
1550-0227	Reflective striping shall be installed on commercial cab doors, visible when the door is open, meeting NFPA requirement of 96 sq. in. coverage for each door.	1	
MISC EXTERIOR CAB OPTIONS			
1675-0007	Diesel fuel only label.	1	
SEATS			
1510-0151	Universal air pack bottle bracket installed (EA).	4	
1685-0032	Seating capacity tag of five occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0450	Center control console painted black Zolatone. Locate in cab between driver and officer. Includes area for NFPA siren, electrical, and in-cab controls (as applicable) switching.	1	
CAB ELECTRICAL OPTIONS			
1750-0024-277-04	Auto-Eject receptacle inlet 20 amp located driver's door step area with a Yellow cover.	1	
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	
BODY SPEC			
3090-0009	Non Walk-in Rescue Body Spec EA	1	
RESCUE BODY LOWER			
3092-0010-027	Extend diamond plate floors out to door opening. Location is B1. Extruded aluminum.	1	
3092-0011	16' Non Walkin Rescue Body 3/3/5/3 EA	1	
RESCUE BODY UPPER			
3094-0000	Perimeter roof with officer side entrance, L shape catwalk. Extruded aluminum.	1	
3094-0003	Upper body height 15". Extruded aluminum.	1	
3094-0012	Roof compartments for 16' perimeter roof body. Extruded aluminum.	1	
RESCUE BODY REAR			
3096-0000	Rescue Rear Body Full Height Compartment B1	1	
3096-0004	10" Tailboard Bolt-On With Bracing Rescue	1	

Salescode	Extended Description	Qty	
BODY COMPT REAR			
3110-0028	Rear body panels to be painted smooth plate.	1	
RESCUE BODY OPTIONS			
3360-0013	Zico access ladder. Includes required step lights.	1	
3360-0020	Front body panels to be diamond plate.	1	
DOORS			
3300-0017-005	Door roll up short (up to 45") with satin finish ROM. Location(s): L3.	1	
3300-0017-017	Door roll up short (up to 45") with satin finish ROM. Location(s): R3.	1	
3300-0019-003	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L1.	1	
3300-0019-004	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L2.	1	
3300-0019-006	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L4.	1	
3300-0019-015	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R1.	1	
3300-0019-016	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R2.	1	
3300-0019-018	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R4.	1	
3300-0019-027	Door roll up tall (greater than 45") with satin finish ROM. Location(s): B1.	1	
SHELVES			
3370-0035-003	Shelf adjustable 1/2 depth in transverse compartment. Locate in L1.	2	
3370-0035-004	Shelf adjustable 1/2 depth in transverse compartment. Locate in L2.	2	
3370-0043	Unistrut. All exterior compartments on rescue body will have Unistrut in each compartment unless inapplicable.	1	
3370-0052-005	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L3.	3	
3370-0052-006	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L4.	3	
COMPARTMENT DIVIDERS			
3340-0166-003	Partition, bolt-in vertical partition wall. Locate in L1.	1	
3395-0001-003	Compartment instructions for L1.	1	Partition to be located 12in off FWD wall. Shelf Adjustable - Half Transverse to be located Rearward of Partition 1. Shelf Adjustable - Half Transverse to be located Rearward of Partition 1.
TRAYS / TOOLBOARDS			

Salescode	Extended Description	Qty	
TRAYS / TOOLBOARDS			
3380-0027-015	Floor mounted SlideMaster with tray. Model SM3-SP. Single depth. Mount on R1 floor.	1	
3380-0027-016	Floor mounted SlideMaster with tray. Model SM3-SP. Single depth. Mount on R2 floor.	1	
3380-0027-017	Floor mounted SlideMaster with tray. Model SM3-SP. Single depth. Mount on R3 floor.	1	
3380-0027-018	Floor mounted SlideMaster with tray. Model SM3-SP. Single depth. Mount on R4 floor.	1	
MISC BODY OPTIONS			
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
ELECTRICAL SYSTEMS			
5010-0014-G96	Vehicle data recorder for commercial cab - 2009 / 2016 NFPA compliant. Includes occupant detection with display. Display location: outboard on officer's side overhead console.	1	
5010-0036	V-MUX Electrical system for pumper / tanker / rescue.	1	
5010-0059-339	VFD Text display for V-MUX electrical system. Location: center of dash.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0267	Light bar Whelen Justice model JE2NFPA 56" LED with clear lenses and MKEZ7 mounts. N/A on Vista roofs with front facing windows. Includes (4) red corner facing LIN6 LED lights, (6) forward facing CON3 Linear LED lights; (4) red, (2) white. Location: Centered on the front cab roof.	1	
WARNING LIGHT PACKAGES			
5550-0483-B38-4U	Whelen C-Series model C6L Super LED lower level warning light package. Includes (10) light heads with bezels. Color: Red with red lenses. Locate side facing lights: at forward most position, in rear wheelwell offset to front, and on tailboard mounted light box above rear tailboard.	1	
WARNING LIGHTS			
5600-0078-479-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location rear upper body on aerial style brackets.	1	
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
SIRENS			

Salescode	Extended Description	Qty	
SIRENS			
5500-0009	Federal PA300 electronic siren recessed mounted.	1	
5500-0024-B13	The primary electronic siren control is to be located center console.	1	
SPEAKERS			
5510-0028	Speaker Federal Dynamax ES100. Located officer's side behind tow hook. Navistar 4400 chassis only.	1	
DOT LIGHTING			
5150-0007	Whelen 600 series LED vertical mount tail lights. Includes LED stop/tail, arrow turn and halogen back-up lights with vertical Cast 3 housing and weatherproof connectors.	1	
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0024	Marker light LED body package. Commercial rescue bodies only.	1	
5150-0032	Bracket license plate at rear of body.	1	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0066	Compartment light package Federal Signal LED for large bodies.	1	
5380-0067	Ground light package Federal Signal LED - small.	1	
5380-0069	Step light package body Federal Signal LED - small.	1	
LIGHTS - DECK AND SCENE			
5390-0007	Deck/scene light circuit wiring through chassis reverse. Requires rear deck or scene light.	1	
5390-0008-457	Federal Signal GH scene lights (PR). Switch in cab (driver and officer side facing lights switched separately). Locate (1) each side of body rear facing up high.	1	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
5400-0031	Pair of Cab Dome Large Lights mounted driver and officer side front. N/A on E-One Chassis. Required on Comm Chassis.	1	
5400-0032	Pair of Cab Dome Large Lights mounted driver and officer side Rear. N/A on E-One Chassis or two door commercial chassis. Required on Comm Chassis.	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
5110-0035	All 12 Volt electrical components and Multiplex box will be located in lower L1 back wall. The compartment depth will be limited by approximately 6".	1	

Salescode	Extended Description	Qty	
GENERATOR			
5250-0059	Generator Onan 15KW PTO. Single phase 120/240v. Includes PTO, driveshaft, main breaker, gauge panel, fast idle and frequency control for engine.	1	
GENERATOR TEST			
5255-0000	3rd party generator test without pump.	1	
BREAKER BOXES			
5200-0001-394	Breaker box 12 place single phase. Includes main breaker. Note: If gen is 6KW or less, main will occupy 2 places leaving 10 available. Locate L1 forward wall.	1	
MISC LOOSE EQUIPMENT			
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0183-000-17	Paint Body - Large - For Aerials, T/A Tankers/Wetsides, Rear Mounts and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0442-000-17	International cab paint (by chassis OEM). Paint to match FLNA3225E-1 Red.	1	
STRIPING			
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	
8300-0330	Single NFPA Scotchlite Stripe - upto 6" wide and straight on cab and the body. Size, color and location as specified by the customer.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
WARRANTY / STANDARD & EXTENDED			
9100-0000	Standard 1 Year Warranty.	1	
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	

Salescode	Extended Description	Qty	
LIGHT TOWER			
5460-0064	Night Scan Chief NS1.8-6000OPT light tower with four 1500 watt 230 volt FRC Optimum quartz light heads. Control to be located next to the breaker box. Requires air brakes or air system and auxiliary air tank.	1	

ITEM #28

Non Walk-In Rescue
4-Door Freightliner



Fire Apparatus Quotation for:
BUYBOARD COOPERATIVE PURCHASING
4-Door Freightliner Non Walk-In Rescue
Item #28



Quotation Number: 90545 Rev: 4

Unit Description: REHN-COMM

Quote Description: Heavy Rescue Non-Walk, Commercial Chassis

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
CHASSIS PREP			
1020-0010	Comm Chassis Prep E-1 supplied Freightliner.	1	
FRAME ASSEMBLY			
1250-0011	Rear underbody support frame.	1	
TIRE OPTIONS			
1060-0117	RWC AirGuard LED tire pressure monitoring valve stem caps (6) for single rear axle applications.	1	
AIR SYSTEM OPTIONS			
1110-0010-277	Air inlet. To charge brake system. Commercial chassis only. Location: driver's door step area.	1	
ENGINES & TRANSMISSIONS			
1200-0357	Cummins L9 engine, 300 HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed	1	
CHASSIS OPTIONS			
1680-0011	Tow eyes rear below body, painted.	1	
1680-0078	Tow hooks front OEM. Not available with extended E-ONE installed front bumper. Tow hooks are OEM supplied with chassis.	1	
1680-0104	OEM chassis step package for Freightliner M2 series. Includes mounting plate for the battery charger receptacle and air inlet.	1	

Salescode	Extended Description	Qty	
CAB MODEL			
1500-0009	Four door Freightliner M2 106 4x2.	1	
CAB DOOR OPTIONS			
1550-0227	Reflective striping shall be installed on commercial cab doors, visible when the door is open, meeting NFPA requirement of 96 sq. in. coverage for each door.	1	
MISC EXTERIOR CAB OPTIONS			
1675-0007	Diesel fuel only label.	1	
SEATS			
1510-0151	Universal air pack bottle bracket installed (EA).	4	
1685-0032	Seating capacity tag of five occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0450	Center control console painted black Zolatone. Locate in cab between driver and officer. Includes area for NFPA siren, electrical, and in-cab controls (as applicable) switching.	1	
CAB ELECTRICAL OPTIONS			
1750-0024-277-04	Auto-Eject receptacle inlet 20 amp located driver's door step area with a Yellow cover.	1	
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	
BODY SPEC			
3090-0009	Non Walk-in Rescue Body Spec EA	1	
RESCUE BODY LOWER			
3092-0010-027	Extend diamond plate floors out to door opening. Location is B1. Extruded aluminum.	1	
3092-0011	16' Non Walkin Rescue Body 3/3/5/3 EA	1	
RESCUE BODY UPPER			
3094-0000	Perimeter roof with officer side entrance, L shape catwalk. Extruded aluminum.	1	
3094-0003	Upper body height 15". Extruded aluminum.	1	
3094-0012	Roof compartments for 16' perimeter roof body. Extruded aluminum.	1	
RESCUE BODY REAR			
3096-0000	Rescue Rear Body Full Height Compartment B1	1	
3096-0004	10" Tailboard Bolt-On With Bracing Rescue	1	

Salescode	Extended Description	Qty	
BODY COMPT REAR			
3110-0028	Rear body panels to be painted smooth plate.	1	
RESCUE BODY OPTIONS			
3360-0013	Zico access ladder. Includes required step lights.	1	
3360-0020	Front body panels to be diamond plate.	1	
DOORS			
3300-0017-005	Door roll up short (up to 45") with satin finish ROM. Location(s): L3.	1	
3300-0017-017	Door roll up short (up to 45") with satin finish ROM. Location(s): R3.	1	
3300-0019-003	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L1.	1	
3300-0019-004	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L2.	1	
3300-0019-006	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L4.	1	
3300-0019-015	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R1.	1	
3300-0019-016	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R2.	1	
3300-0019-018	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R4.	1	
3300-0019-027	Door roll up tall (greater than 45") with satin finish ROM. Location(s): B1.	1	
SHELVES			
3370-0035-003	Shelf adjustable 1/2 depth in transverse compartment. Locate in L1.	2	
3370-0035-004	Shelf adjustable 1/2 depth in transverse compartment. Locate in L2.	2	
3370-0043	Unistrut. All exterior compartments on rescue body will have Unistrut in each compartment unless inapplicable.	1	
3370-0052-005	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L3.	3	
3370-0052-006	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L4.	3	
COMPARTMENT DIVIDERS			
3340-0166-003	Partition, bolt-in vertical partition wall. Locate in L1.	1	
3395-0001-003	Compartment instructions for L1.	1	Partition to be located 12in off FWD wall. Shelf Adjustable - Half Transverse to be located Rearward of Partition 1. Shelf Adjustable - Half Transverse to be located Rearward of Partition 1.
TRAYS / TOOLBOARDS			

Salescode	Extended Description	Qty	
TRAYS / TOOLBOARDS			
3380-0027-015	Floor mounted SlideMaster with tray. Model SM3-SP. Single depth. Mount on R1 floor.	1	
3380-0027-016	Floor mounted SlideMaster with tray. Model SM3-SP. Single depth. Mount on R2 floor.	1	
3380-0027-017	Floor mounted SlideMaster with tray. Model SM3-SP. Single depth. Mount on R3 floor.	1	
3380-0027-018	Floor mounted SlideMaster with tray. Model SM3-SP. Single depth. Mount on R4 floor.	1	
MISC BODY OPTIONS			
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
ELECTRICAL SYSTEMS			
5010-0014-G97	Vehicle data recorder for commercial cab - 2009 / 2016 NFPA compliant. Includes occupant detection with display. Display location: cab dash above transmission shift panel.	1	
5010-0036	V-MUX Electrical system for pumper / tanker / rescue.	1	
5010-0059-339	VFD Text display for V-MUX electrical system. Location: center of dash.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0267	Light bar Whelen Justice model JE2NFPA 56" LED with clear lenses and MKEZ7 mounts. N/A on Vista roofs with front facing windows. Includes (4) red corner facing LIN6 LED lights, (6) forward facing CON3 Linear LED lights; (4) red, (2) white. Location: Centered on the front cab roof.	1	
WARNING LIGHT PACKAGES			
5550-0483-B38-4U	Whelen C-Series model C6L Super LED lower level warning light package. Includes (10) light heads with bezels. Color: Red with red lenses. Locate side facing lights: at forward most position, in rear wheelwell offset to front, and on tailboard mounted light box above rear tailboard.	1	
WARNING LIGHTS			
5600-0078-479-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location rear upper body on aerial style brackets.	1	
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
SIRENS			

Salescode	Extended Description	Qty	
SIRENS			
5500-0009	Federal PA300 electronic siren recessed mounted.	1	
5500-0024-B13	The primary electronic siren control is to be located center console.	1	
SPEAKERS			
5510-0028	Speaker Federal Dynamax ES100. Located officer's side behind tow hook. Navistar 4400 chassis only.	1	
DOT LIGHTING			
5150-0007	Whelen 600 series LED vertical mount tail lights. Includes LED stop/tail, arrow turn and halogen back-up lights with vertical Cast 3 housing and weatherproof connectors.	1	
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0024	Marker light LED body package. Commercial rescue bodies only.	1	
5150-0032	Bracket license plate at rear of body.	1	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0066	Compartment light package Federal Signal LED for large bodies.	1	
5380-0067	Ground light package Federal Signal LED - small.	1	
5380-0069	Step light package body Federal Signal LED - small.	1	
LIGHTS - DECK AND SCENE			
5390-0007	Deck/scene light circuit wiring through chassis reverse. Requires rear deck or scene light.	1	
5390-0008-457	Federal Signal GH scene lights (PR). Switch in cab (driver and officer side facing lights switched separately). Locate (1) each side of body rear facing up high.	1	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
5400-0031	Pair of Cab Dome Large Lights mounted driver and officer side front. N/A on E-One Chassis. Required on Comm Chassis.	1	
5400-0032	Pair of Cab Dome Large Lights mounted driver and officer side Rear. N/A on E-One Chassis or two door commercial chassis. Required on Comm Chassis.	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
5110-0035	All 12 Volt electrical components and Multiplex box will be located in lower L1 back wall. The compartment depth will be limited by approximately 6".	1	

Salescode	Extended Description	Qty	
GENERATOR			
5250-0059	Generator Onan 15KW PTO. Single phase 120/240v. Includes PTO, driveshaft, main breaker, gauge panel, fast idle and frequency control for engine.	1	
GENERATOR TEST			
5255-0000	3rd party generator test without pump.	1	
BREAKER BOXES			
5200-0001-394	Breaker box 12 place single phase. Includes main breaker. Note: If gen is 6KW or less, main will occupy 2 places leaving 10 available. Locate L1 forward wall.	1	
MISC LOOSE EQUIPMENT			
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0183-000-17	Paint Body - Large - For Aerials, T/A Tankers/Wetsides, Rear Mounts and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0443-000-17	Freightliner cab paint (by chassis OEM). Paint to match FLNA3225E-1 Red.	1	
STRIPING			
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	
8300-0330	Single NFPA Scotchlite Stripe - upto 6" wide and straight on cab and the body. Size, color and location as specified by the customer.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
WARRANTY / STANDARD & EXTENDED			
9100-0000	Standard 1 Year Warranty.	1	
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	

Salescode	Extended Description	Qty	
LIGHT TOWER			
5460-0064	Night Scan Chief NS1.8-6000OPT light tower with four 1500 watt 230 volt FRC Optimum quartz light heads. Control to be located next to the breaker box. Requires air brakes or air system and auxiliary air tank.	1	

ITEM #29

Non Walk-In Rescue

MFD Typhoon



Fire Apparatus Quotation for:
BUYBOARD COOPERATIVE PURCHASING
Typhoon MFD Non Walk-In Rescue
Item #29



Quotation Number: 72785 Rev: 14

Unit Description: REHN-TYPH

Quote Description: Heavy Rescue Non-Walk, Typhoon

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
3340-1137-12J	Equipment allowance on the apparatus shall be 6000 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
BUMPERS			
1160-0000	Bumper 10" stainless steel.	1	
1160-0011	4" Front Bumper Extension.	1	
FRAME ASSEMBLY			
1250-0011	Rear underbody support frame.	1	
1250-0080	Frame assembly with 10.25 x 3.5 x .375 powder coated galvanized rails.	1	
1250-0092	GEOMET coated frame assembly fasteners.	1	
AXLE OPTIONS			
1025-0016	Meritor RS-24-160 single rear axle 24,000 lb. capacity.	1	
1025-0029	Front shock absorbers.	1	
1025-0174	Meritor FL941 front axle 18,000 lb.	1	
SUSPENSIONS			
1070-0001	Rear suspension springs rated equal to the capacity of the axle.	1	
WHEEL OPTIONS			
1050-0007	Front axle wheel trim kit. Includes stainless steel lug nut covers (chrome plated	1	

Salescode	Extended Description	Qty	
WHEEL OPTIONS			
	plastic if applicable) and center cap with E-ONE logo. Note: Center cap will have an inspection port IPO a logo if equipped with Stemco oil seals.		
1050-0008	Rear axle (single) wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center cap with E-ONE logo. E-ONE custom chassis w/steel wheels will have chrome plated plastic lug covers.	1	
1050-0044	Accuride aluminum wheels for front axle (2).	1	
1050-0045	Accuride aluminum wheels for rear axle (4).	1	
TIRE OPTIONS			
1060-0001	Two Michelin 315 tires model XZA-1 for front axle.	1	
1060-0004	Four Michelin 11R tires model XZE2 highway tread for rear axle.	1	
1060-0117	RWC AirGuard LED tire pressure monitoring valve stem caps (6) for single rear axle applications.	1	
BRAKE SYSTEMS			
1100-0000	16-1/2" x 6" S-cam brakes with ArvinMeritor automatic slack adjusters for front axle.	1	
1100-0002	ArvinMeritor 16-1/2" x 7" S-cam brakes with cast brake drums for a single rear axle.	1	
1100-0005	Brake system air 4X2/4X4.	1	
1100-0006	Parking brake release mounted on the driver's side lower dash.	1	
AIR SYSTEM OPTIONS			
1110-0000-001	Inlet for air system. Location: driver door jamb.	1	
1110-0002	Air dryer Bendix AD-9.	1	
1110-0006	Air lines nylon.	1	
1110-0027	Isolated air tank. Includes pressure protection valve.	1	
1110-0041	Air horns Grover recessed in bumper (PR).	1	
1110-0043	Auxiliary air tank to be plumbed to the following optional accessories (if equipped): Chassis air horns, brake system air outlet, air reel, light tower, air primer and or customer/dealer supplied pneumatic add-on(s).	1	
ENGINES & TRANSMISSIONS			
1200-0017	Push-button transmission shift selector.	1	
1200-0020	TransSynd synthetic transmission fluid for EVS3000.	1	
1200-0097	Electronic limiting of speed to 68 MPH maximum. Note: Max speed may be set at 65 MPH due to tire rating.	1	

Salescode	Extended Description	Qty	
ENGINES & TRANSMISSIONS			
1200-0338	Eng/Trans Cummins L9 350HP/EVS3000 2017 EPA compliant engine.	1	
SECONDARY BRAKING			
1125-0002	Jacobs engine compression brake.	1	
1125-0023	Transmission to seek second gear when Jacobs engine brake or Telma retarder is engaged. N/A with Trans retarder.	1	
COOLING PACKAGE			
1800-0013	Cooling system for use with Cyclone II X, Typhoon X, and Quest chassis. For use with 2010 - 2017 EPA engines. Includes coolant recovery system.	1	
FUEL SYSTEMS			
1350-0003	Fuel system 50 gallon.	1	
1350-0022	Fuel line hose rubber.	1	
ALTERNATOR			
1700-0003	Alternator Leece Neville 270 amp SAE, 240 amp NFPA rating.	1	
BATTERIES			
1400-0002	Battery four group 31 1000 CCA.	1	
CHASSIS OPTIONS			
1680-0005	Thermatic fan clutch.	1	
1680-0006	Drivelines 1710.	1	
1680-0011	Tow eyes rear below body, painted.	1	
1680-0042	Tow hooks front painted in the down position.	1	
1680-0250-M58	Diesel Exhaust Fluid (DEF) 5 gallon tank for 2013 / 2016 EPA engines. Location: left side below rear of cab.	1	
1680-0284	Radiator mounted power steering cooler.	1	
CAB MODEL			
1520-0013	Typhoon X medium cab with 58" CA	1	
CAB ROOF TYPE			
1615-0001	Vista full height rear doors, 12".	1	
CAB BADGE PACKAGE			
1610-0000	Cab and body to have applicable E-ONE logos.	1	

Salescode	Extended Description	Qty	
GRILLE			
1620-0004	ABS chrome plated grille.	1	
CAB DOOR OPTIONS			
1550-0003	Rear crew cab doors in the medium position.	1	
1550-0005	Driver and officer cab door windows. Include forward vent windows.	1	
1550-0011	Rear crew cab door windows. Includes manual roll-down actuation. Not available on Typhoon or CII with paddle style door latching.	1	
1550-0016	Cab door panels ABS.	1	
1550-0025	All cab doors shall have "L" style exterior latches.	1	
1550-0027	Front cab door windows to have manual actuation.	1	
1550-0037-659	(4) Incandescent cab step area lighting. Locate each light in on each cab door in the inboard position. Lights to be switched with door ajar.	1	
1550-0044	All cab door kick plates to be made from diamond plate aluminum.	1	
1550-0059-000-G6	Reflective Red/Lemon Yellow printed striping positioned in the "A" formation located on the cab door panels.	1	
1550-0077	Interior cab door locks - manual. Will have manual actuation from each respective door. Includes barrel style key lock on each exterior cab door.	1	
1550-0084	All cab exterior access doors to have 1250 keyed locks.	1	
MIRRORS			
1670-0003	Velvac 2010 mirrors. Door mounted west coast style with remote control and heat.	1	
MISC EXTERIOR CAB OPTIONS			
1550-0020	Windows cab side fixed driver's side.	1	
1550-0033	Windows cab side fixed officer's side.	1	
1675-0022	Pair of 18" handrails located just behind driver and officer front door one each side.	1	
1675-0024	Pair of 36" handrails located just behind driver and officer rear door (ALS doors if equipped) one each side.	1	
1675-0030	Mud flaps, front, black with E-ONE logo.	1	
1675-0047	Rear cab wall to be 3/16" aluminum diamond plate.	1	
1675-0202	Mounting plate for battery charger receptacle, indicator, air inlet, etc (if applicable). Plate to be removable brushed stainless steel.	1	
HVAC			
1515-0017	Air conditioning for the Typhoon X, CII X and Quest with Cummins ISC/ISL	1	

Salescode	Extended Description	Qty	
HVAC			
	engine and radiator mounted condenser.		
1515-0053	Controls for heating and air conditioning shall be located in the center dash area. (Lower area on Typhoon and CII with severe duty dash)	1	
SEATS			
1510-0003	Seats, Inc. brand 911 cab seats.	1	
1510-0007	Seat cover material vinyl.	1	
1510-0008	Seat color gray.	1	
1510-0035-147	Universal air pack bottle bracket (EA). Location: officer's seat.	1	
1510-0035-148	Universal air pack bottle bracket (EA). Location: rear facing driver's side.	1	
1510-0035-151	Universal air pack bottle bracket (EA). Location: inboard driver's side rear wall.	1	
1510-0035-152	Universal air pack bottle bracket (EA). Location: inboard officer's side rear wall.	1	
1510-0035-215	Universal air pack bottle bracket (EA). Location: rear facing officer's side.	1	
1510-0038	Driver seat 911 air ride.	1	
1510-0042	Officer seat to be 911 fixed SCBA.	1	
1510-0050	Rear facing 911 seat with SCBA driver's side.	1	
1510-0053	Rear facing 911 seat with SCBA officer's side.	1	
1510-0062	Two man bench centered on rear wall with 911 SCBA backs. Includes angled corners.	1	
1685-0033	Seating capacity tag of six occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0000	Cab interior gray. Does not include engine cover or seat color.	1	
1685-0005	Lexan sun visors, driver and officer's side overhead.	1	
1685-0168	ABS Dash package. Includes center and officer side dash, lower kick panels and "A" post covers.	1	
1685-0187	Severe duty engine cover, molded polyurethane.	1	
1685-0496	ABS overhead console. Includes front full width overhead, air conditioning plenum and rear facing blower.	1	
1685-0532	Stepped profile rear engine cover.	1	
CAB ELECTRICAL OPTIONS			
1750-0024-313-04	Auto-Eject receptacle inlet 20 amp located rear of body driver side with a Yellow cover.	1	
1750-0046-195	Cab Headlights. Position: lower.	1	

Salescode	Extended Description	Qty	
CAB ELECTRICAL OPTIONS			
1750-0072-592	12 VDC (or 24VDC) electrical outlet wired battery hot. Location: driver side dash.	1	
1750-0075	English dominant main cab gauge cluster.	1	
1750-0158	Dome Lts Red/White LED. Package includes two lights mounted in the front and two mounted in the rear of the cab. White light wired through door and light assembly switch. Red light through light assembly switch.	1	
1750-0198-A31	Battery charger to be located behind driver's seat.	1	
1750-0215-172	Turn signal Whelen M6 LED arrow amber pair located upper headlight bezel.	1	
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	
1750-0435	Halogen cab headlights. TyphoonX, CIIX and QST2 only.	1	
1750-0449	Momentary DPF regeneration override switch.	1	
BODY SPEC			
3090-0009	Non Walk-in Rescue Body Spec EA	1	
RESCUE BODY LOWER			
3092-0010-027	Extend diamond plate floors out to door opening. Location is B1. Extruded aluminum.	1	
3092-0011	16' Non Walkin Rescue Body 3/3/5/3 EA	1	
RESCUE BODY UPPER			
3094-0000	Perimeter roof with officer side entrance, L shape catwalk. Extruded aluminum.	1	
3094-0003	Upper body height 15". Extruded aluminum.	1	
3094-0012	Roof compartments for 16' perimeter roof body. Extruded aluminum.	1	
RESCUE BODY REAR			
3096-0000	Rescue Rear Body Full Height Compartment B1	1	
3096-0004	10" Tailboard Bolt-On With Bracing Rescue	1	
BODY COMPT REAR			
3110-0027	Rear of body to have un-painted extrusions with un-painted smooth plate body panels or just unpainted smooth plate to facilitate rear body striping.	1	
RESCUE BODY OPTIONS			
3360-0013	Zico access ladder. Includes required step lights.	1	
3360-0020	Front body panels to be diamond plate.	1	
DOORS			

Salescode	Extended Description	Qty	
DOORS			
3300-0017-005	Door roll up short (up to 45") with satin finish ROM. Location(s): L3.	1	
3300-0017-017	Door roll up short (up to 45") with satin finish ROM. Location(s): R3.	1	
3300-0019-003	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L1.	1	
3300-0019-004	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L2.	1	
3300-0019-006	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L4.	1	
3300-0019-015	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R1.	1	
3300-0019-016	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R2.	1	
3300-0019-018	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R4.	1	
3300-0019-027	Door roll up tall (greater than 45") with satin finish ROM. Location(s): B1.	1	
SHELVES			
3370-0035-003	Shelf adjustable 1/2 depth in transverse compartment. Locate in L1.	2	
3370-0035-004	Shelf adjustable 1/2 depth in transverse compartment. Locate in L2.	2	
3370-0043	Unistrut. All exterior compartments on rescue body will have Unistrut in each compartment unless inapplicable.	1	
3370-0052-005	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L3.	3	
3370-0052-006	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L4.	3	
COMPARTMENT DIVIDERS			
3340-0166-003	Partition, bolt-in vertical partition wall. Locate in L1.	1	
3395-0001-003	Compartment instructions for L1.	1	Partition to be located 12in off FWD wall. Shelf Adjustable - Half Transverse to be located Rearward of Partition 1. Shelf Adjustable - Half Transverse to be located Rearward of Partition 1.
TRAYS / TOOLBOARDS			
3380-0027-015	Floor mounted SlideMaster with tray. Model SM3-SP. Single depth. Mount on R1 floor.	1	
3380-0027-017	Floor mounted SlideMaster with tray. Model SM3-SP. Single depth. Mount on R3 floor.	1	
3380-0027-018	Floor mounted SlideMaster with tray. Model SM3-SP. Single depth. Mount on R4 floor.	1	
3380-0076-016	Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location: R2.	1	

Salescode	Extended Description	Qty	
MISC BODY OPTIONS			
3340-0058	Recessed fuel fill driver side wheel well.	1	
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
3340-0282-I06	Cab tilt switch and manual jack to be located: R1 low on forward wall.	1	
ELECTRICAL SYSTEMS			
5010-0013-Y83	Vehicle data recorder - 2009 / 2016 NFPA compliant. Includes occupant detection with display. Display location: inboard on driver's side overhead console.	1	
5010-0036	V-MUX Electrical system for pumper / tanker / rescue.	1	
5010-0059-339	VFD Text display for V-MUX electrical system. Location: center of dash.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0504	Whelen MKEZ7 1.5" standard mount for front light bar (PR).	1	
5300-0506-000-4T	Front light bar LED color: Red with clear lenses (If applicable, includes side facing when colors are the same.)	1	
5300-0511	Light bar Whelen Freedom IV Model F4X7 72" with 8 LED modules. Location: Centered on the front cab roof.	1	
WARNING LIGHT PACKAGES			
5550-0484-538-4U	Whelen Super LED lower level warning light package. Includes (8) C-Series model C6L light heads and (2) ION-T Series model TLI light heads with bezels. Color: Red with red lenses. Locate side facing lights: at forward most position, in rear wheel well offset to front, and side facing at rear of body in rubrail if equipped. Note: ION-T Series light only available with clear lenses.	1	
WARNING LIGHTS			
5600-0078-479-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location rear upper body on aerial style brackets.	1	
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
SIRENS			
5500-0015	Whelen model 295SLSA1 siren with microphone (replaced 295HFSA1).	1	
5500-0024-170	The primary electronic siren control is to be located center overhead.	1	
SPEAKERS			
5510-0049-209	Whelen SP123BMC electronic siren speaker recessed in front bumper. Location: driver side front bumper.	1	

Salescode	Extended Description	Qty	
DOT LIGHTING			
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0027	Marker light LED body/cab package. E-One custom cab and rescue bodies only.	1	
5150-0032	Bracket license plate at rear of body.	1	
5150-0102	Whelen M6 series LED vertical mount tail lights. Includes LED stop/tail, arrow turn and back-up lights with vertical 3 light housing and weatherproof connectors.	1	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0010	Compartment light package incandescent for large bodies.	1	
5380-0035	Step light package body - large.	1	
5380-0279	Ground light package TecNiq T440 4" LED - small.	1	
LIGHTS - DECK AND SCENE			
5390-0007	Deck/scene light circuit wiring through chassis reverse. Requires rear deck or scene light.	1	
5390-0018-457	Whelen 600 series 26 degree scenelights (PR) with weatherproof connectors. Switch in cab (driver and officer side facing lights switched separately). Locate (1) each side of body rear facing up high.	1	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
CONTROLS / SWITCHES			
5100-0000-198	Foot switch to control air horns located driver's side.	1	
5100-0000-199	Foot switch to control air horns located officer's side.	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
GENERATOR			
5250-0059	Generator Onan 15KW PTO. Single phase 120/240v. Includes PTO, driveshaft, main breaker, gauge panel, fast idle and frequency control for engine.	1	
GENERATOR TEST			
5255-0000	3rd party generator test without pump.	1	
BREAKER BOXES			
5200-0001-394	Breaker box 12 place single phase. Includes main breaker. Note: If gen is 6KW or less, main will occupy 2 places leaving 10 available. Locate L1 forward wall.	1	

Salescode	Extended Description	Qty	
LIGHT TOWERS			
5460-0064-521	Night Scan Chief NS1.8-6000OPT light tower with four 1500 watt 230 volt FRC Optimum quartz light heads. Control to be located next to the breaker box. Requires air brakes or air system and auxiliary air tank. Tower to be located rear cab roof mounted side to side and hinged to driver.	1	
MISC LOOSE EQUIPMENT			
7600-0016	Wheel chocks 44" NFPA compliant, pair (PR) of Zico SAC-44. Up to 44" diameter tires. Includes mounting brackets.	1	
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0116	Rear body surface to have a sanded finish (not painted job color). Includes hinged doors that do not have discrete sales codes and removable panels.	1	
8100-0176-000-17	Paint E-ONE chassis cab - Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0183-000-17	Paint Body - Large - For Aerials, T/A Tankers/Wetsides, Rear Mounts and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	
INTERIOR PAINT			
8150-0011	The interior of the cab to be painted Zolatone gray.	1	
STRIPING			
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
GRAPHICS			
8400-0067	E-ONE logo with grey backing on M6 series vertical tail light housing (PR).	1	
WARRANTY / STANDARD			
9100-0000	Standard 1 Year Warranty.	1	
9100-0003	Lifetime Frame Structural Warranty.	1	
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	

Salescode	Extended Description	Qty	
WARRANTY / STANDARD			
9100-0090	25 Year frame rail corrosion warranty. Includes liners (if equipped).	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0016	Approval Drawings-Standard.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	

ITEM #29

Non Walk-In Rescue

LFD Typhoon



Fire Apparatus Quotation for:
BUYBOARD COOPERATIVE PURCHASING
Typhoon LFD Non Walk-In Rescue
Item #30



Quotation Number: 90659 Rev: 3

Unit Description: REHN-TYPH

Quote Description: Heavy Rescue Non-Walk, Typhoon

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
3340-1137-12J	Equipment allowance on the apparatus shall be 6000 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
BUMPERS			
1160-0000	Bumper 10" stainless steel.	1	
1160-0011	4" Front Bumper Extension.	1	
FRAME ASSEMBLY			
1250-0011	Rear underbody support frame.	1	
1250-0080	Frame assembly with 10.25 x 3.5 x .375 powder coated galvanized rails.	1	
1250-0092	GEOMET coated frame assembly fasteners.	1	
AXLE OPTIONS			
1025-0016	Meritor RS-24-160 single rear axle 24,000 lb. capacity.	1	
1025-0029	Front shock absorbers.	1	
1025-0174	Meritor FL941 front axle 18,000 lb.	1	
SUSPENSIONS			
1070-0001	Rear suspension springs rated equal to the capacity of the axle.	1	
WHEEL OPTIONS			
1050-0007	Front axle wheel trim kit. Includes stainless steel lug nut covers (chrome plated	1	

Salescode	Extended Description	Qty	
WHEEL OPTIONS			
	plastic if applicable) and center cap with E-ONE logo. Note: Center cap will have an inspection port IPO a logo if equipped with Stemco oil seals.		
1050-0008	Rear axle (single) wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center cap with E-ONE logo. E-ONE custom chassis w/steel wheels will have chrome plated plastic lug covers.	1	
1050-0044	Accuride aluminum wheels for front axle (2).	1	
1050-0045	Accuride aluminum wheels for rear axle (4).	1	
TIRE OPTIONS			
1060-0001	Two Michelin 315 tires model XZA-1 for front axle.	1	
1060-0004	Four Michelin 11R tires model XZE2 highway tread for rear axle.	1	
1060-0117	RWC AirGuard LED tire pressure monitoring valve stem caps (6) for single rear axle applications.	1	
BRAKE SYSTEMS			
1100-0000	16-1/2" x 6" S-cam brakes with ArvinMeritor automatic slack adjusters for front axle.	1	
1100-0002	ArvinMeritor 16-1/2" x 7" S-cam brakes with cast brake drums for a single rear axle.	1	
1100-0005	Brake system air 4X2/4X4.	1	
1100-0006	Parking brake release mounted on the driver's side lower dash.	1	
AIR SYSTEM OPTIONS			
1110-0000-001	Inlet for air system. Location: driver door jamb.	1	
1110-0002	Air dryer Bendix AD-9.	1	
1110-0006	Air lines nylon.	1	
1110-0027	Isolated air tank. Includes pressure protection valve.	1	
1110-0041	Air horns Grover recessed in bumper (PR).	1	
1110-0043	Auxiliary air tank to be plumbed to the following optional accessories (if equipped): Chassis air horns, brake system air outlet, air reel, light tower, air primer and or customer/dealer supplied pneumatic add-on(s).	1	
ENGINES & TRANSMISSIONS			
1200-0017	Push-button transmission shift selector.	1	
1200-0020	TransSynd synthetic transmission fluid for EVS3000.	1	
1200-0097	Electronic limiting of speed to 68 MPH maximum. Note: Max speed may be set at 65 MPH due to tire rating.	1	

Salescode	Extended Description	Qty	
ENGINES & TRANSMISSIONS			
1200-0340	Eng/Trans Cummins L9 400HP/EVS3000 2017 EPA compliant engine.	1	
SECONDARY BRAKING			
1125-0002	Jacobs engine compression brake.	1	
1125-0023	Transmission to seek second gear when Jacobs engine brake or Telma retarder is engaged. N/A with Trans retarder.	1	
COOLING PACKAGE			
1800-0013	Cooling system for use with Cyclone II X, Typhoon X, and Quest chassis. For use with 2010 - 2017 EPA engines. Includes coolant recovery system.	1	
FUEL SYSTEMS			
1350-0003	Fuel system 50 gallon.	1	
1350-0022	Fuel line hose rubber.	1	
ALTERNATOR			
1700-0003	Alternator Leece Neville 270 amp SAE, 240 amp NFPA rating.	1	
BATTERIES			
1400-0002	Battery four group 31 1000 CCA.	1	
CHASSIS OPTIONS			
1680-0005	Thermatic fan clutch.	1	
1680-0006	Drivelines 1710.	1	
1680-0011	Tow eyes rear below body, painted.	1	
1680-0042	Tow hooks front painted in the down position.	1	
1680-0250-M58	Diesel Exhaust Fluid (DEF) 5 gallon tank for 2013 / 2016 EPA engines. Location: left side below rear of cab.	1	
1680-0284	Radiator mounted power steering cooler.	1	
CAB MODEL			
1520-0012	Typhoon X long cab with 67.5" CA	1	
CAB ROOF TYPE			
1615-0001	Vista full height rear doors, 12".	1	
CAB BADGE PACKAGE			
1610-0000	Cab and body to have applicable E-ONE logos.	1	

Salescode	Extended Description	Qty	
GRILLE			
1620-0004	ABS chrome plated grille.	1	
CAB DOOR OPTIONS			
1550-0003	Rear crew cab doors in the medium position.	1	
1550-0005	Driver and officer cab door windows. Include forward vent windows.	1	
1550-0011	Rear crew cab door windows. Includes manual roll-down actuation. Not available on Typhoon or CII with paddle style door latching.	1	
1550-0016	Cab door panels ABS.	1	
1550-0025	All cab doors shall have "L" style exterior latches.	1	
1550-0027	Front cab door windows to have manual actuation.	1	
1550-0037-659	(4) Incandescent cab step area lighting. Locate each light in on each cab door in the inboard position. Lights to be switched with door ajar.	1	
1550-0044	All cab door kick plates to be made from diamond plate aluminum.	1	
1550-0059-000-G6	Reflective Red/Lemon Yellow printed striping positioned in the "A" formation located on the cab door panels.	1	
1550-0077	Interior cab door locks - manual. Will have manual actuation from each respective door. Includes barrel style key lock on each exterior cab door.	1	
1550-0084	All cab exterior access doors to have 1250 keyed locks.	1	
MIRRORS			
1670-0003	Velvac 2010 mirrors. Door mounted west coast style with remote control and heat.	1	
MISC EXTERIOR CAB OPTIONS			
1550-0020	Windows cab side fixed driver's side.	1	
1550-0033	Windows cab side fixed officer's side.	1	
1675-0022	Pair of 18" handrails located just behind driver and officer front door one each side.	1	
1675-0024	Pair of 36" handrails located just behind driver and officer rear door (ALS doors if equipped) one each side.	1	
1675-0030	Mud flaps, front, black with E-ONE logo.	1	
1675-0046	Rear cab wall to be smooth 3/16" aluminum plate. Cab wall to be finish painted to match the cab paint scheme.	1	
1675-0202	Mounting plate for battery charger receptacle, indicator, air inlet, etc (if applicable). Plate to be removable brushed stainless steel.	1	
HVAC			

Salescode	Extended Description	Qty	
HVAC			
1515-0017	Air conditioning for the Typhoon X, CII X and Quest with Cummins ISC/ISL engine and radiator mounted condenser.	1	
1515-0053	Controls for heating and air conditioning shall be located in the center dash area. (Lower area on Typhoon and CII with severe duty dash)	1	
SEATS			
1510-0003	Seats, Inc. brand 911 cab seats.	1	
1510-0007	Seat cover material vinyl.	1	
1510-0008	Seat color gray.	1	
1510-0035-147	Universal air pack bottle bracket (EA). Location: officer's seat.	1	
1510-0035-148	Universal air pack bottle bracket (EA). Location: rear facing driver's side.	1	
1510-0035-151	Universal air pack bottle bracket (EA). Location: inboard driver's side rear wall.	1	
1510-0035-152	Universal air pack bottle bracket (EA). Location: inboard officer's side rear wall.	1	
1510-0035-215	Universal air pack bottle bracket (EA). Location: rear facing officer's side.	1	
1510-0038	Driver seat 911 air ride.	1	
1510-0042	Officer seat to be 911 fixed SCBA.	1	
1510-0050	Rear facing 911 seat with SCBA driver's side.	1	
1510-0053	Rear facing 911 seat with SCBA officer's side.	1	
1510-0062	Two man bench centered on rear wall with 911 SCBA backs. Includes angled corners.	1	
1685-0033	Seating capacity tag of six occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0000	Cab interior gray. Does not include engine cover or seat color.	1	
1685-0005	Lexan sun visors, driver and officer's side overhead.	1	
1685-0168	ABS Dash package. Includes center and officer side dash, lower kick panels and "A" post covers.	1	
1685-0187	Severe duty engine cover, molded polyurethane.	1	
1685-0496	ABS overhead console. Includes front full width overhead, air conditioning plenum and rear facing blower.	1	
1685-0532	Stepped profile rear engine cover.	1	
CAB ELECTRICAL OPTIONS			
1750-0024-313-04	Auto-Eject receptacle inlet 20 amp located rear of body driver side with a Yellow cover.	1	

Salescode	Extended Description	Qty	
CAB ELECTRICAL OPTIONS			
1750-0046-195	Cab Headlights. Position: lower.	1	
1750-0072-592	12 VDC (or 24VDC) electrical outlet wired battery hot. Location: driver side dash.	1	
1750-0075	English dominant main cab gauge cluster.	1	
1750-0158	Dome Lts Red/White LED. Package includes two lights mounted in the front and two mounted in the rear of the cab. White light wired through door and light assembly switch. Red light through light assembly switch.	1	
1750-0198-A31	Battery charger to be located behind driver's seat.	1	
1750-0215-172	Turn signal Whelen M6 LED arrow amber pair located upper headlight bezel.	1	
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	
1750-0435	Halogen cab headlights. TyphoonX, CIIX and QST2 only.	1	
1750-0449	Momentary DPF regeneration override switch.	1	
BODY SPEC			
3090-0009	Non Walk-in Rescue Body Spec EA	1	
RESCUE BODY LOWER			
3092-0010-027	Extend diamond plate floors out to door opening. Location is B1. Extruded aluminum.	1	
3092-0011	16' Non Walkin Rescue Body 3/3/5/3 EA	1	
RESCUE BODY UPPER			
3094-0000	Perimeter roof with officer side entrance, L shape catwalk. Extruded aluminum.	1	
3094-0003	Upper body height 15". Extruded aluminum.	1	
3094-0012	Roof compartments for 16' perimeter roof body. Extruded aluminum.	1	
RESCUE BODY REAR			
3096-0000	Rescue Rear Body Full Height Compartment B1	1	
3096-0004	10" Tailboard Bolt-On With Bracing Rescue	1	
BODY COMPT REAR			
3110-0027	Rear of body to have un-painted extrusions with un-painted smooth plate body panels or just unpainted smooth plate to facilitate rear body striping.	1	
RESCUE BODY OPTIONS			
3360-0013	Zico access ladder. Includes required step lights.	1	
3360-0020	Front body panels to be diamond plate.	1	

Salescode	Extended Description	Qty	
DOORS			
3300-0017-005	Door roll up short (up to 45") with satin finish ROM. Location(s): L3.	1	
3300-0017-017	Door roll up short (up to 45") with satin finish ROM. Location(s): R3.	1	
3300-0019-003	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L1.	1	
3300-0019-004	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L2.	1	
3300-0019-006	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L4.	1	
3300-0019-015	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R1.	1	
3300-0019-016	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R2.	1	
3300-0019-018	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R4.	1	
3300-0019-027	Door roll up tall (greater than 45") with satin finish ROM. Location(s): B1.	1	
SHELVES			
3370-0035-003	Shelf adjustable 1/2 depth in transverse compartment. Locate in L1.	2	
3370-0035-004	Shelf adjustable 1/2 depth in transverse compartment. Locate in L2.	2	
3370-0043	Unistrut. All exterior compartments on rescue body will have Unistrut in each compartment unless inapplicable.	1	
3370-0052-005	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L3.	3	
3370-0052-006	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L4.	3	
COMPARTMENT DIVIDERS			
3340-0166-003	Partition, bolt-in vertical partition wall. Locate in L1.	1	
3395-0001-003	Compartment instructions for L1.	1	Partition to be located 12in off FWD wall. Shelf Adjustable - Half Transverse to be located Rearward of Partition 1. Shelf Adjustable - Half Transverse to be located Rearward of Partition 1.
TRAYS / TOOLBOARDS			
3380-0027-015	Floor mounted SlideMaster with tray. Model SM3-SP. Single depth. Mount on R1 floor.	1	
3380-0027-017	Floor mounted SlideMaster with tray. Model SM3-SP. Single depth. Mount on R3 floor.	1	
3380-0027-018	Floor mounted SlideMaster with tray. Model SM3-SP. Single depth. Mount on R4 floor.	1	
3380-0076-016	Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location: R2.	1	

Salescode	Extended Description	Qty	
MISC BODY OPTIONS			
3340-0058	Recessed fuel fill driver side wheel well.	1	
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
3340-0282-I06	Cab tilt switch and manual jack to be located: R1 low on forward wall.	1	
ELECTRICAL SYSTEMS			
5010-0013-Y83	Vehicle data recorder - 2009 / 2016 NFPA compliant. Includes occupant detection with display. Display location: inboard on driver's side overhead console.	1	
5010-0036	V-MUX Electrical system for pumper / tanker / rescue.	1	
5010-0059-339	VFD Text display for V-MUX electrical system. Location: center of dash.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0504	Whelen MKEZ7 1.5" standard mount for front light bar (PR).	1	
5300-0506-000-4T	Front light bar LED color: Red with clear lenses (If applicable, includes side facing when colors are the same.)	1	
5300-0511	Light bar Whelen Freedom IV Model F4X7 72" with 8 LED modules. Location: Centered on the front cab roof.	1	
WARNING LIGHT PACKAGES			
5550-0484-538-4U	Whelen Super LED lower level warning light package. Includes (8) C-Series model C6L light heads and (2) ION-T Series model TLI light heads with bezels. Color: Red with red lenses. Locate side facing lights: at forward most position, in rear wheel well offset to front, and side facing at rear of body in rubrail if equipped. Note: ION-T Series light only available with clear lenses.	1	
WARNING LIGHTS			
5600-0078-479-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location rear upper body on aerial style brackets.	1	
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
SIRENS			
5500-0015	Whelen model 295SLSA1 siren with microphone (replaced 295HFSA1).	1	
5500-0024-170	The primary electronic siren control is to be located center overhead.	1	
SPEAKERS			
5510-0049-209	Whelen SP123BMC electronic siren speaker recessed in front bumper. Location: driver side front bumper.	1	

Salescode	Extended Description	Qty	
DOT LIGHTING			
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0027	Marker light LED body/cab package. E-One custom cab and rescue bodies only.	1	
5150-0032	Bracket license plate at rear of body.	1	
5150-0102	Whelen M6 series LED vertical mount tail lights. Includes LED stop/tail, arrow turn and back-up lights with vertical 3 light housing and weatherproof connectors.	1	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0010	Compartment light package incandescent for large bodies.	1	
5380-0035	Step light package body - large.	1	
5380-0279	Ground light package TecNiq T440 4" LED - small.	1	
LIGHTS - DECK AND SCENE			
5390-0007	Deck/scene light circuit wiring through chassis reverse. Requires rear deck or scene light.	1	
5390-0018-457	Whelen 600 series 26 degree scenelights (PR) with weatherproof connectors. Switch in cab (driver and officer side facing lights switched separately). Locate (1) each side of body rear facing up high.	1	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
CONTROLS / SWITCHES			
5100-0000-198	Foot switch to control air horns located driver's side.	1	
5100-0000-199	Foot switch to control air horns located officer's side.	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
GENERATOR			
5250-0059	Generator Onan 15KW PTO. Single phase 120/240v. Includes PTO, driveshaft, main breaker, gauge panel, fast idle and frequency control for engine.	1	
GENERATOR TEST			
5255-0000	3rd party generator test without pump.	1	
BREAKER BOXES			
5200-0001-394	Breaker box 12 place single phase. Includes main breaker. Note: If gen is 6KW or less, main will occupy 2 places leaving 10 available. Locate L1 forward wall.	1	

Salescode	Extended Description	Qty	
LIGHT TOWERS			
5460-0064-521	Night Scan Chief NS1.8-6000OPT light tower with four 1500 watt 230 volt FRC Optimum quartz light heads. Control to be located next to the breaker box. Requires air brakes or air system and auxiliary air tank. Tower to be located rear cab roof mounted side to side and hinged to driver.	1	
MISC LOOSE EQUIPMENT			
7600-0016	Wheel chocks 44" NFPA compliant, pair (PR) of Zico SAC-44. Up to 44" diameter tires. Includes mounting brackets.	1	
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0116	Rear body surface to have a sanded finish (not painted job color). Includes hinged doors that do not have discrete sales codes and removable panels.	1	
8100-0176-000-17	Paint E-ONE chassis cab - Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0183-000-17	Paint Body - Large - For Aerials, T/A Tankers/Wetsides, Rear Mounts and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	
INTERIOR PAINT			
8150-0011	The interior of the cab to be painted Zolatone gray.	1	
STRIPING			
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
GRAPHICS			
8400-0067	E-ONE logo with grey backing on M6 series vertical tail light housing (PR).	1	
WARRANTY / STANDARD			
9100-0000	Standard 1 Year Warranty.	1	
9100-0003	Lifetime Frame Structural Warranty.	1	
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	

Salescode	Extended Description	Qty	
WARRANTY / STANDARD			
9100-0090	25 Year frame rail corrosion warranty. Includes liners (if equipped).	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0016	Approval Drawings-Standard.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	
Dealer Supplied Equipment			

ITEM #33

Walk-In Rescue International



Fire Apparatus Quotation for:
BUYBOARD COOPERATIVE PURCHASING
International 2-Door
Walk-In Rescue



Quotation Number: 72788 Rev: 12

Unit Description: REHW-COMM

Quote Description: Heavy Rescue Walk-In, Commercial Chassis

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
CHASSIS PREP			
1020-0011	Commercial Chassis Prep for E-1supplied International chassis	1	
TIRE OPTIONS			
1060-0117	RWC AirGuard LED tire pressure monitoring valve stem caps (6) for single rear axle applications.	1	
AIR SYSTEM OPTIONS			
1110-0010-277	Air inlet. To charge brake system. Commercial chassis only. Location: driver's door step area.	1	
ENGINES & TRANSMISSIONS			
1200-0357	Cummins L9 engine, 300 HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed	1	
CHASSIS OPTIONS			
1680-0011	Tow eyes rear below body, painted.	1	
1680-0078	Tow hooks front OEM. Not available with extended E-ONE installed front bumper. Tow hooks are OEM supplied with chassis.	1	
1680-0322	Diamond plate trim package for a (2) door International. Includes a full length driver side and an officer side trim that will utilize pieces already supplied by the OEM. For use with SCR and DEF.	1	
CAB MODEL			

Salescode	Extended Description	Qty	
CAB MODEL			
1500-0010	Two door International 4400 4x2.	1	
CAB DOOR OPTIONS			
1550-0227	Reflective striping shall be installed on commercial cab doors, visible when the door is open, meeting NFPA requirement of 96 sq. in. coverage for each door.	1	
MISC EXTERIOR CAB OPTIONS			
1675-0007	Diesel fuel only label.	1	
SEATS			
1685-0012	Seating capacity tag of two occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0450	Center control console painted black Zolatone. Locate in cab between driver and officer. Includes area for NFPA siren, electrical, and in-cab controls (as applicable) switching.	1	
CAB ELECTRICAL OPTIONS			
1750-0024-277-04	Auto-Eject receptacle inlet 20 amp located driver's door step area with a Yellow cover.	1	
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	
BODY SPEC			
3090-0008	Walk-in Rescue Body Spec	1	
RESCUE BODY UPPER			
3094-0002	Diamond plate flat roof. Extruded aluminum.	1	
3094-0078	The interior height of walk-in area is 75".	1	
RESCUE BODY REAR			
3096-0004	10" Tailboard Bolt-On With Bracing Rescue	1	
3096-0013	Rescue Rear Body Walk-In. Location: B1	1	
RESCUE BODY WALKIN			
3098-0022-027	Smooth plate entry door. Smooth plate entry door with sliding window will take the place of the B1 compartment opening. Includes overhead exit head bump pad and step well light.	1	
3098-0039	Counter top for walk-in rescue will be straight. Construction shall be aluminum with diamond plate counter top surface.	1	

Salescode	Extended Description	Qty	
RESCUE BODY WALKIN			
3098-0041	16' Walkin Rescue Body 5/5/5 EA	1	
BODY COMPT REAR			
3110-0028	Rear body panels to be painted smooth plate.	1	
RESCUE BODY OPTIONS			
3360-0020	Front body panels to be diamond plate.	1	
DOORS			
3300-0017-004	Door roll up short (up to 45") with satin finish ROM. Location(s): L2.	1	
3300-0017-016	Door roll up short (up to 45") with satin finish ROM. Location(s): R2.	1	
3300-0019-003	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L1.	1	
3300-0019-005	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L3.	1	
3300-0019-015	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R1.	1	
3300-0019-017	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R3.	1	
SHELVES			
3370-0043	Unistrut. All exterior compartments on rescue body will have Unistrut in each compartment unless inapplicable.	1	
3370-0052-003	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L1.	2	
3370-0052-004	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L2.	2	
3370-0052-005	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L3.	3	
3370-0052-016	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: R2.	3	
COMPARTMENT DIVIDERS			
3340-0166-003	Partition, bolt-in vertical partition wall. Locate in L1.	1	
3395-0001-003	Compartment instructions for L1.	1	Partition to be located 12in off FWD wall. Shelf Adjustable to be located Rearward of Partition 1. Shelf Adjustable to be located Rearward of Partition 1. Tray Floor - 500 lb. Capacity to be located Forward of Partition 1.
TRAYS / TOOLBOARDS			
3380-0076-003	Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location: L1.	1	

Salescode	Extended Description	Qty	
TRAYS / TOOLBOARDS			
3380-0076-004	Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location: L2.	1	
3380-0076-005	Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location: L3.	1	
3380-0076-015	Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location: R1.	1	
MISC BODY OPTIONS			
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
ELECTRICAL SYSTEMS			
5010-0014-G96	Vehicle data recorder for commercial cab - 2009 / 2016 NFPA compliant. Includes occupant detection with display. Display location: outboard on officer's side overhead console.	1	
5010-0036	V-MUX Electrical system for pumper / tanker / rescue.	1	
5010-0059-339	VFD Text display for V-MUX electrical system. Location: center of dash.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0267	Light bar Whelen Justice model JE2NFPA 56" LED with clear lenses and MKEZ7 mounts. N/A on Vista roofs with front facing windows. Includes (4) red corner facing LIN6 LED lights, (6) forward facing CON3 Linear LED lights; (4) red, (2) white. Location: Centered on the front cab roof.	1	
WARNING LIGHT PACKAGES			
5550-0483-B38-4U	Whelen C-Series model C6L Super LED lower level warning light package. Includes (10) light heads with bezels. Color: Red with red lenses. Locate side facing lights: at forward most position, in rear wheelwell offset to front, and on tailboard mounted light box above rear tailboard.	1	
WARNING LIGHTS			
5600-0078-479-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location rear upper body on aerial style brackets.	1	
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
SIRENS			
5500-0009	Federal PA300 electronic siren recessed mounted.	1	
5500-0024-B13	The primary electronic siren control is to be located center console.	1	
SPEAKERS			

Salescode	Extended Description	Qty	
SPEAKERS			
5510-0028	Speaker Federal Dynamax ES100. Located officer's side behind tow hook. Navistar 4400 chassis only.	1	
DOT LIGHTING			
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0024	Marker light LED body package. Commercial rescue bodies only.	1	
5150-0032	Bracket license plate at rear of body.	1	
5150-0059	Federal Signal QuadraFlare LED vertical mount tail lights. Includes LED stop/tail, arrow turn and back-up lights with vertical Cast 3 housing and weatherproof connectors.	1	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0066	Compartment light package Federal Signal LED for large bodies.	1	
5380-0067	Ground light package Federal Signal LED - small.	1	
5380-0069	Step light package body Federal Signal LED - small.	1	
5380-0227-X13	A switch plate for interior lighting controls shall be located officer's side interior walkway wall adjacent to door opening. It shall accommodate a quantity of six (6) rocker switches. It will be illuminated and labeled per each switch's function.	1	
5380-0230-000-43	There will be a pair of Weldon #1010 series, 7-inch diameter 12 volt recessed incandescent lights with specific colored lenses RECESSED mounted into the ceiling of the walk-in body recessed in the ceiling using a poly mounting bezels. Each Lamp will be 7 inch round and be switched near the door opening. Light color will be Red/Clear.	4	
LIGHTS - DECK AND SCENE			
5390-0008-457	Federal Signal GH scene lights (PR). Switch in cab (driver and officer side facing lights switched separately). Locate (1) each side of body rear facing up high.	1	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
5400-0031	Pair of Cab Dome Large Lights mounted driver and officer side front. N/A on E-One Chassis. Required on Comm Chassis.	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
5110-0035	All 12 Volt electrical components and Multiplex box will be located in lower L1 back wall. The compartment depth will be limited by approximately 6".	1	
GENERATOR			

Salescode	Extended Description	Qty	
GENERATOR			
5250-0059	Generator Onan 15KW PTO. Single phase 120/240v. Includes PTO, driveshaft, main breaker, gauge panel, fast idle and frequency control for engine.	1	
GENERATOR TEST			
5255-0000	3rd party generator test without pump.	1	
BREAKER BOXES			
5200-0001-394	Breaker box 12 place single phase. Includes main breaker. Note: If gen is 6KW or less, main will occupy 2 places leaving 10 available. Locate L1 forward wall.	1	
MISC LOOSE EQUIPMENT			
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0183-000-17	Paint Body - Large - For Aerials, T/A Tankers/Wetsides, Rear Mounts and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0442-000-17	International cab paint (by chassis OEM). Paint to match FLNA3225E-1 Red.	1	
STRIPING			
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	
8300-0330	Single NFPA Scotchlite Stripe - upto 6" wide and straight on cab and the body. Size, color and location as specified by the customer.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
WARRANTY / STANDARD			
9100-0000	Standard 1 Year Warranty.	1	
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	

Salescode	Extended Description	Qty	
LIGHT TOWER			
5460-0064	Night Scan Chief NS1.8-6000OPT light tower with four 1500 watt 230 volt FRC Optimum quartz light heads. Control to be located next to the breaker box. Requires air brakes or air system and auxiliary air tank. Tower to be located rear cab roof mounted side to side and hinged to driver.	1	

ITEM #33

Walk-In Rescue

Kenworth



Fire Apparatus Quotation for:
BUYBOARD COOPERATIVE PURCHASING
Kenworth 2-Door
Non Walk-In Rescue



Quotation Number: 90548 Rev: 4

Unit Description: REHW-COMM

Quote Description: Heavy Rescue Walk-In, Commercial Chassis

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
CHASSIS PREP			
1020-0011	Commercial Chassis Prep for E-1supplied International chassis	1	
TIRE OPTIONS			
1060-0117	RWC AirGuard LED tire pressure monitoring valve stem caps (6) for single rear axle applications.	1	
AIR SYSTEM OPTIONS			
1110-0010-277	Air inlet. To charge brake system. Commercial chassis only. Location: driver's door step area.	1	
ENGINES & TRANSMISSIONS			
1200-0357	Cummins L9 engine, 300 HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed	1	
CHASSIS OPTIONS			
1680-0011	Tow eyes rear below body, painted.	1	
1680-0078	Tow hooks front OEM. Not available with extended E-ONE installed front bumper. Tow hooks are OEM supplied with chassis.	1	
1680-0322	Diamond plate trim package for a (2) door International. Includes a full length driver side and an officer side trim that will utilize pieces already supplied by the OEM. For use with SCR and DEF.	1	
CAB MODEL			

Salescode	Extended Description	Qty	
CAB MODEL			
1500-0010	Two door International 4400 4x2.	1	
CAB DOOR OPTIONS			
1550-0227	Reflective striping shall be installed on commercial cab doors, visible when the door is open, meeting NFPA requirement of 96 sq. in. coverage for each door.	1	
MISC EXTERIOR CAB OPTIONS			
1675-0007	Diesel fuel only label.	1	
SEATS			
1685-0012	Seating capacity tag of two occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0450	Center control console painted black Zolatone. Locate in cab between driver and officer. Includes area for NFPA siren, electrical, and in-cab controls (as applicable) switching.	1	
CAB ELECTRICAL OPTIONS			
1750-0024-277-04	Auto-Eject receptacle inlet 20 amp located driver's door step area with a Yellow cover.	1	
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	
BODY SPEC			
3090-0008	Walk-in Rescue Body Spec	1	
RESCUE BODY UPPER			
3094-0002	Diamond plate flat roof. Extruded aluminum.	1	
3094-0078	The interior height of walk-in area is 75".	1	
RESCUE BODY REAR			
3096-0004	10" Tailboard Bolt-On With Bracing Rescue	1	
3096-0013	Rescue Rear Body Walk-In. Location: B1	1	
RESCUE BODY WALKIN			
3098-0022-027	Smooth plate entry door. Smooth plate entry door with sliding window will take the place of the B1 compartment opening. Includes overhead exit head bump pad and step well light.	1	
3098-0039	Counter top for walk-in rescue will be straight. Construction shall be aluminum with diamond plate counter top surface.	1	

Salescode	Extended Description	Qty	
RESCUE BODY WALKIN			
3098-0041	16' Walkin Rescue Body 5/5/5 EA	1	
BODY COMPT REAR			
3110-0028	Rear body panels to be painted smooth plate.	1	
RESCUE BODY OPTIONS			
3360-0020	Front body panels to be diamond plate.	1	
DOORS			
3300-0017-004	Door roll up short (up to 45") with satin finish ROM. Location(s): L2.	1	
3300-0017-016	Door roll up short (up to 45") with satin finish ROM. Location(s): R2.	1	
3300-0019-003	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L1.	1	
3300-0019-005	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L3.	1	
3300-0019-015	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R1.	1	
3300-0019-017	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R3.	1	
SHELVES			
3370-0043	Unistrut. All exterior compartments on rescue body will have Unistrut in each compartment unless inapplicable.	1	
3370-0052-003	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L1.	2	
3370-0052-004	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L2.	2	
3370-0052-005	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L3.	3	
3370-0052-016	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: R2.	3	
COMPARTMENT DIVIDERS			
3340-0166-003	Partition, bolt-in vertical partition wall. Locate in L1.	1	
3395-0001-003	Compartment instructions for L1.	1	Partition to be located 12in off FWD wall. Shelf Adjustable to be located Rearward of Partition 1. Shelf Adjustable to be located Rearward of Partition 1. Tray Floor - 500 lb. Capacity to be located Forward of Partition 1.
TRAYS / TOOLBOARDS			
3380-0076-003	Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location: L1.	1	

Salescode	Extended Description	Qty	
TRAYS / TOOLBOARDS			
3380-0076-004	Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location: L2.	1	
3380-0076-005	Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location: L3.	1	
3380-0076-015	Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location: R1.	1	
MISC BODY OPTIONS			
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
ELECTRICAL SYSTEMS			
5010-0014-G96	Vehicle data recorder for commercial cab - 2009 / 2016 NFPA compliant. Includes occupant detection with display. Display location: outboard on officer's side overhead console.	1	
5010-0036	V-MUX Electrical system for pumper / tanker / rescue.	1	
5010-0059-339	VFD Text display for V-MUX electrical system. Location: center of dash.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0267	Light bar Whelen Justice model JE2NFPA 56" LED with clear lenses and MKEZ7 mounts. N/A on Vista roofs with front facing windows. Includes (4) red corner facing LIN6 LED lights, (6) forward facing CON3 Linear LED lights; (4) red, (2) white. Location: Centered on the front cab roof.	1	
WARNING LIGHT PACKAGES			
5550-0483-B38-4U	Whelen C-Series model C6L Super LED lower level warning light package. Includes (10) light heads with bezels. Color: Red with red lenses. Locate side facing lights: at forward most position, in rear wheelwell offset to front, and on tailboard mounted light box above rear tailboard.	1	
WARNING LIGHTS			
5600-0078-479-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location rear upper body on aerial style brackets.	1	
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
SIRENS			
5500-0009	Federal PA300 electronic siren recessed mounted.	1	
5500-0024-B13	The primary electronic siren control is to be located center console.	1	
SPEAKERS			

Salescode	Extended Description	Qty	
SPEAKERS			
5510-0028	Speaker Federal Dynamax ES100. Located officer's side behind tow hook. Navistar 4400 chassis only.	1	
DOT LIGHTING			
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0024	Marker light LED body package. Commercial rescue bodies only.	1	
5150-0032	Bracket license plate at rear of body.	1	
5150-0059	Federal Signal QuadraFlare LED vertical mount tail lights. Includes LED stop/tail, arrow turn and back-up lights with vertical Cast 3 housing and weatherproof connectors.	1	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0066	Compartment light package Federal Signal LED for large bodies.	1	
5380-0067	Ground light package Federal Signal LED - small.	1	
5380-0069	Step light package body Federal Signal LED - small.	1	
5380-0227-X13	A switch plate for interior lighting controls shall be located officer's side interior walkway wall adjacent to door opening. It shall accommodate a quantity of six (6) rocker switches. It will be illuminated and labeled per each switch's function.	1	
5380-0230-000-43	There will be a pair of Weldon #1010 series, 7-inch diameter 12 volt recessed incandescent lights with specific colored lenses RECESSED mounted into the ceiling of the walk-in body recessed in the ceiling using a poly mounting bezels. Each Lamp will be 7 inch round and be switched near the door opening. Light color will be Red/Clear.	4	
LIGHTS - DECK AND SCENE			
5390-0008-457	Federal Signal GH scene lights (PR). Switch in cab (driver and officer side facing lights switched separately). Locate (1) each side of body rear facing up high.	1	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
5400-0031	Pair of Cab Dome Large Lights mounted driver and officer side front. N/A on E-One Chassis. Required on Comm Chassis.	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
5110-0035	All 12 Volt electrical components and Multiplex box will be located in lower L1 back wall. The compartment depth will be limited by approximately 6".	1	
GENERATOR			

Salescode	Extended Description	Qty	
GENERATOR			
5250-0059	Generator Onan 15KW PTO. Single phase 120/240v. Includes PTO, driveshaft, main breaker, gauge panel, fast idle and frequency control for engine.	1	
GENERATOR TEST			
5255-0000	3rd party generator test without pump.	1	
BREAKER BOXES			
5200-0001-394	Breaker box 12 place single phase. Includes main breaker. Note: If gen is 6KW or less, main will occupy 2 places leaving 10 available. Locate L1 forward wall.	1	
MISC LOOSE EQUIPMENT			
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0183-000-17	Paint Body - Large - For Aerials, T/A Tankers/Wetsides, Rear Mounts and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0442-000-17	International cab paint (by chassis OEM). Paint to match FLNA3225E-1 Red.	1	
STRIPING			
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	
8300-0330	Single NFPA Scotchlite Stripe - upto 6" wide and straight on cab and the body. Size, color and location as specified by the customer.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
WARRANTY / STANDARD			
9100-0000	Standard 1 Year Warranty.	1	
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	

Salescode	Extended Description	Qty	
Dealer Supplied Equipment			
5460-0064	Night Scan Chief NS1.8-6000OPT light tower with four 1500 watt 230 volt FRC Optimum quartz light heads. Control to be located next to the breaker box. Requires air brakes or air system and auxiliary air tank. Tower to be located rear cab roof mounted side to side and hinged to driver.	1	

ITEM #33

Walk-In Rescue Freightliner



Fire Apparatus Quotation for:
ITEM #33
Freightliner 2-Door
Non Walk-In Rescue



Quotation Number: 90546 Rev: 5

Unit Description: REHW-COMM

Quote Description: Heavy Rescue Walk-In, Commercial Chassis

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
CHASSIS PREP			
1020-0010	Comm Chassis Prep E-1 supplied Freightliner.	1	
TIRE OPTIONS			
1060-0117	RWC AirGuard LED tire pressure monitoring valve stem caps (6) for single rear axle applications.	1	
AIR SYSTEM OPTIONS			
1110-0010-277	Air inlet. To charge brake system. Commercial chassis only. Location: driver's door step area.	1	
ENGINES & TRANSMISSIONS			
1200-0357	Cummins L9 engine, 300 HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed	1	
CHASSIS OPTIONS			
1680-0011	Tow eyes rear below body, painted.	1	
1680-0078	Tow hooks front OEM. Not available with extended E-ONE installed front bumper. Tow hooks are OEM supplied with chassis.	1	
1680-0110	Chassis Trim Package for a (2) door Freightliner series.	1	
CAB MODEL			
1500-0008	Two door Freightliner M2 106 4x2	1	

Salescode	Extended Description	Qty	
CAB DOOR OPTIONS			
1550-0227	Reflective striping shall be installed on commercial cab doors, visible when the door is open, meeting NFPA requirement of 96 sq. in. coverage for each door.	1	
MISC EXTERIOR CAB OPTIONS			
1675-0007	Diesel fuel only label.	1	
SEATS			
1685-0012	Seating capacity tag of two occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0450	Center control console painted black Zolatone. Locate in cab between driver and officer. Includes area for NFPA siren, electrical, and in-cab controls (as applicable) switching.	1	
CAB ELECTRICAL OPTIONS			
1750-0024-277-04	Auto-Eject receptacle inlet 20 amp located driver's door step area with a Yellow cover.	1	
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	
BODY SPEC			
3090-0008	Walk-in Rescue Body Spec	1	
RESCUE BODY UPPER			
3094-0002	Diamond plate flat roof. Extruded aluminum.	1	
3094-0078	The interior height of walk-in area is 75".	1	
RESCUE BODY REAR			
3096-0004	10" Tailboard Bolt-On With Bracing Rescue	1	
3096-0013	Rescue Rear Body Walk-In. Location: B1	1	
RESCUE BODY WALKIN			
3098-0022-027	Smooth plate entry door. Smooth plate entry door with sliding window will take the place of the B1 compartment opening. Includes overhead exit head bump pad and step well light.	1	
3098-0039	Counter top for walk-in rescue will be straight. Construction shall be aluminum with diamond plate counter top surface.	1	
3098-0041	16' Walkin Rescue Body 5/5/5 EA	1	
BODY COMPT REAR			

Salescode	Extended Description	Qty	
BODY COMPT REAR			
3110-0028	Rear body panels to be painted smooth plate.	1	
RESCUE BODY OPTIONS			
3360-0020	Front body panels to be diamond plate.	1	
DOORS			
3300-0017-004	Door roll up short (up to 45") with satin finish ROM. Location(s): L2.	1	
3300-0017-016	Door roll up short (up to 45") with satin finish ROM. Location(s): R2.	1	
3300-0019-003	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L1.	1	
3300-0019-005	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L3.	1	
3300-0019-015	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R1.	1	
3300-0019-017	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R3.	1	
SHELVES			
3370-0043	Unistrut. All exterior compartments on rescue body will have Unistrut in each compartment unless inapplicable.	1	
3370-0052-003	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L1.	2	
3370-0052-004	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L2.	2	
3370-0052-005	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L3.	3	
3370-0052-016	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: R2.	3	
COMPARTMENT DIVIDERS			
3340-0166-003	Partition, bolt-in vertical partition wall. Locate in L1.	1	
3395-0001-003	Compartment instructions for L1.	1	Partition to be located 12in off FWD wall. Shelf Adjustable to be located Rearward of Partition 1. Shelf Adjustable to be located Rearward of Partition 1. Tray Floor - 500 lb. Capacity to be located Forward of Partition 1.
TRAYS / TOOLBOARDS			
3380-0076-003	Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location: L1.	1	
3380-0076-004	Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location: L2.	1	
3380-0076-005	Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location: L3.	1	

Salescode	Extended Description	Qty	
TRAYS / TOOLBOARDS			
3380-0076-015	Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location: R1.	1	
MISC BODY OPTIONS			
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
ELECTRICAL SYSTEMS			
5010-0014-G97	Vehicle data recorder for commercial cab - 2009 / 2016 NFPA compliant. Includes occupant detection with display. Display location: cab dash above transmission shift panel.	1	
5010-0036	V-MUX Electrical system for pumper / tanker / rescue.	1	
5010-0059-339	VFD Text display for V-MUX electrical system. Location: center of dash.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0267	Light bar Whelen Justice model JE2NFPA 56" LED with clear lenses and MKEZ7 mounts. N/A on Vista roofs with front facing windows. Includes (4) red corner facing LIN6 LED lights, (6) forward facing CON3 Linear LED lights; (4) red, (2) white. Location: Centered on the front cab roof.	1	
WARNING LIGHT PACKAGES			
5550-0483-B38-4U	Whelen C-Series model C6L Super LED lower level warning light package. Includes (10) light heads with bezels. Color: Red with red lenses. Locate side facing lights: at forward most position, in rear wheelwell offset to front, and on tailboard mounted light box above rear tailboard.	1	
WARNING LIGHTS			
5600-0078-479-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location rear upper body on aerial style brackets.	1	
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
SIRENS			
5500-0009	Federal PA300 electronic siren recessed mounted.	1	
5500-0024-B13	The primary electronic siren control is to be located center console.	1	
SPEAKERS			
5510-0028	Speaker Federal Dynamax ES100. Located officer's side behind tow hook. Navistar 4400 chassis only.	1	
DOT LIGHTING			

Salescode	Extended Description	Qty	
DOT LIGHTING			
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0024	Marker light LED body package. Commercial rescue bodies only.	1	
5150-0032	Bracket license plate at rear of body.	1	
5150-0059	Federal Signal QuadraFlare LED vertical mount tail lights. Includes LED stop/tail, arrow turn and back-up lights with vertical Cast 3 housing and weatherproof connectors.	1	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0066	Compartment light package Federal Signal LED for large bodies.	1	
5380-0067	Ground light package Federal Signal LED - small.	1	
5380-0069	Step light package body Federal Signal LED - small.	1	
5380-0227-X13	A switch plate for interior lighting controls shall be located officer's side interior walkway wall adjacent to door opening. It shall accommodate a quantity of six (6) rocker switches. It will be illuminated and labeled per each switch's function.	1	
5380-0230-000-43	There will be a pair of Weldon #1010 series, 7-inch diameter 12 volt recessed incandescent lights with specific colored lenses RECESSED mounted into the ceiling of the walk-in body recessed in the ceiling using a poly mounting bezels. Each Lamp will be 7 inch round and be switched near the door opening. Light color will be Red/Clear.	4	
LIGHTS - DECK AND SCENE			
5390-0008-457	Federal Signal GH scene lights (PR). Switch in cab (driver and officer side facing lights switched separately). Locate (1) each side of body rear facing up high.	1	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
5400-0031	Pair of Cab Dome Large Lights mounted driver and officer side front. N/A on E-One Chassis. Required on Comm Chassis.	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
5110-0035	All 12 Volt electrical components and Multiplex box will be located in lower L1 back wall. The compartment depth will be limited by approximately 6".	1	
GENERATOR			
5250-0059	Generator Onan 15KW PTO. Single phase 120/240v. Includes PTO, driveshaft, main breaker, gauge panel, fast idle and frequency control for engine.	1	
GENERATOR TEST			

Salescode	Extended Description	Qty	
GENERATOR TEST			
5255-0000	3rd party generator test without pump.	1	
BREAKER BOXES			
5200-0001-394	Breaker box 12 place single phase. Includes main breaker. Note: If gen is 6KW or less, main will occupy 2 places leaving 10 available. Locate L1 forward wall.	1	
MISC LOOSE EQUIPMENT			
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0183-000-17	Paint Body - Large - For Aerials, T/A Tankers/Wetsides, Rear Mounts and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0443-000-17	Freightliner cab paint (by chassis OEM). Paint to match FLNA3225E-1 Red.	1	
STRIPING			
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	
8300-0330	Single NFPA Scotchlite Stripe - upto 6" wide and straight on cab and the body. Size, color and location as specified by the customer.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
WARRANTY / STANDARD			
9100-0000	Standard 1 Year Warranty.	1	
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	

ITEM #33

Walk-In Rescue

Peterbilt



Fire Apparatus Quotation for:
BUYBOARD COOPERATIVE PURCHASING
Peterbilt 2-Door
Walk-In Rescue



Quotation Number: 90549 Rev: 3

Unit Description: REHW-COMM

Quote Description: Heavy Rescue Walk-In, Commercial Chassis

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
CHASSIS PREP			
1020-0011	Commercial Chassis Prep for E-1supplied International chassis	1	
TIRE OPTIONS			
1060-0117	RWC AirGuard LED tire pressure monitoring valve stem caps (6) for single rear axle applications.	1	
AIR SYSTEM OPTIONS			
1110-0010-277	Air inlet. To charge brake system. Commercial chassis only. Location: driver's door step area.	1	
ENGINES & TRANSMISSIONS			
1200-0357	Cummins L9 engine, 300 HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed	1	
CHASSIS OPTIONS			
1680-0011	Tow eyes rear below body, painted.	1	
1680-0078	Tow hooks front OEM. Not available with extended E-ONE installed front bumper. Tow hooks are OEM supplied with chassis.	1	
1680-0322	Diamond plate trim package for a (2) door International. Includes a full length driver side and an officer side trim that will utilize pieces already supplied by the OEM. For use with SCR and DEF.	1	
CAB MODEL			

Salescode	Extended Description	Qty	
CAB MODEL			
1500-0010	Two door International 4400 4x2.	1	
CAB DOOR OPTIONS			
1550-0227	Reflective striping shall be installed on commercial cab doors, visible when the door is open, meeting NFPA requirement of 96 sq. in. coverage for each door.	1	
MISC EXTERIOR CAB OPTIONS			
1675-0007	Diesel fuel only label.	1	
SEATS			
1685-0012	Seating capacity tag of two occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0450	Center control console painted black Zolatone. Locate in cab between driver and officer. Includes area for NFPA siren, electrical, and in-cab controls (as applicable) switching.	1	
CAB ELECTRICAL OPTIONS			
1750-0024-277-04	Auto-Eject receptacle inlet 20 amp located driver's door step area with a Yellow cover.	1	
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	
BODY SPEC			
3090-0008	Walk-in Rescue Body Spec	1	
RESCUE BODY UPPER			
3094-0002	Diamond plate flat roof. Extruded aluminum.	1	
3094-0078	The interior height of walk-in area is 75".	1	
RESCUE BODY REAR			
3096-0004	10" Tailboard Bolt-On With Bracing Rescue	1	
3096-0013	Rescue Rear Body Walk-In. Location: B1	1	
RESCUE BODY WALKIN			
3098-0022-027	Smooth plate entry door. Smooth plate entry door with sliding window will take the place of the B1 compartment opening. Includes overhead exit head bump pad and step well light.	1	
3098-0039	Counter top for walk-in rescue will be straight. Construction shall be aluminum with diamond plate counter top surface.	1	

Salescode	Extended Description	Qty	
RESCUE BODY WALKIN			
3098-0041	16' Walkin Rescue Body 5/5/5 EA	1	
BODY COMPT REAR			
3110-0028	Rear body panels to be painted smooth plate.	1	
RESCUE BODY OPTIONS			
3360-0020	Front body panels to be diamond plate.	1	
DOORS			
3300-0017-004	Door roll up short (up to 45") with satin finish ROM. Location(s): L2.	1	
3300-0017-016	Door roll up short (up to 45") with satin finish ROM. Location(s): R2.	1	
3300-0019-003	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L1.	1	
3300-0019-005	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L3.	1	
3300-0019-015	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R1.	1	
3300-0019-017	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R3.	1	
SHELVES			
3370-0043	Unistrut. All exterior compartments on rescue body will have Unistrut in each compartment unless inapplicable.	1	
3370-0052-003	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L1.	2	
3370-0052-004	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L2.	2	
3370-0052-005	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L3.	3	
3370-0052-016	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: R2.	3	
COMPARTMENT DIVIDERS			
3340-0166-003	Partition, bolt-in vertical partition wall. Locate in L1.	1	
3395-0001-003	Compartment instructions for L1.	1	Partition to be located 12in off FWD wall. Shelf Adjustable to be located Rearward of Partition 1. Shelf Adjustable to be located Rearward of Partition 1. Tray Floor - 500 lb. Capacity to be located Forward of Partition 1.
TRAYS / TOOLBOARDS			
3380-0076-003	Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location: L1.	1	

Salescode	Extended Description	Qty	
TRAYS / TOOLBOARDS			
3380-0076-004	Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location: L2.	1	
3380-0076-005	Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location: L3.	1	
3380-0076-015	Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location: R1.	1	
MISC BODY OPTIONS			
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
ELECTRICAL SYSTEMS			
5010-0014-G96	Vehicle data recorder for commercial cab - 2009 / 2016 NFPA compliant. Includes occupant detection with display. Display location: outboard on officer's side overhead console.	1	
5010-0036	V-MUX Electrical system for pumper / tanker / rescue.	1	
5010-0059-339	VFD Text display for V-MUX electrical system. Location: center of dash.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0267	Light bar Whelen Justice model JE2NFPA 56" LED with clear lenses and MKEZ7 mounts. N/A on Vista roofs with front facing windows. Includes (4) red corner facing LIN6 LED lights, (6) forward facing CON3 Linear LED lights; (4) red, (2) white. Location: Centered on the front cab roof.	1	
WARNING LIGHT PACKAGES			
5550-0483-B38-4U	Whelen C-Series model C6L Super LED lower level warning light package. Includes (10) light heads with bezels. Color: Red with red lenses. Locate side facing lights: at forward most position, in rear wheelwell offset to front, and on tailboard mounted light box above rear tailboard.	1	
WARNING LIGHTS			
5600-0078-479-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location rear upper body on aerial style brackets.	1	
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
SIRENS			
5500-0009	Federal PA300 electronic siren recessed mounted.	1	
5500-0024-B13	The primary electronic siren control is to be located center console.	1	
SPEAKERS			

Salescode	Extended Description	Qty	
SPEAKERS			
5510-0028	Speaker Federal Dynamax ES100. Located officer's side behind tow hook. Navistar 4400 chassis only.	1	
DOT LIGHTING			
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0024	Marker light LED body package. Commercial rescue bodies only.	1	
5150-0032	Bracket license plate at rear of body.	1	
5150-0059	Federal Signal QuadraFlare LED vertical mount tail lights. Includes LED stop/tail, arrow turn and back-up lights with vertical Cast 3 housing and weatherproof connectors.	1	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0066	Compartment light package Federal Signal LED for large bodies.	1	
5380-0067	Ground light package Federal Signal LED - small.	1	
5380-0069	Step light package body Federal Signal LED - small.	1	
5380-0227-X13	A switch plate for interior lighting controls shall be located officer's side interior walkway wall adjacent to door opening. It shall accommodate a quantity of six (6) rocker switches. It will be illuminated and labeled per each switch's function.	1	
5380-0230-000-43	There will be a pair of Weldon #1010 series, 7-inch diameter 12 volt recessed incandescent lights with specific colored lenses RECESSED mounted into the ceiling of the walk-in body recessed in the ceiling using a poly mounting bezels. Each Lamp will be 7 inch round and be switched near the door opening. Light color will be Red/Clear.	4	
LIGHTS - DECK AND SCENE			
5390-0008-457	Federal Signal GH scene lights (PR). Switch in cab (driver and officer side facing lights switched separately). Locate (1) each side of body rear facing up high.	1	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
5400-0031	Pair of Cab Dome Large Lights mounted driver and officer side front. N/A on E-One Chassis. Required on Comm Chassis.	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
5110-0035	All 12 Volt electrical components and Multiplex box will be located in lower L1 back wall. The compartment depth will be limited by approximately 6".	1	
GENERATOR			

Salescode	Extended Description	Qty	
GENERATOR			
5250-0059	Generator Onan 15KW PTO. Single phase 120/240v. Includes PTO, driveshaft, main breaker, gauge panel, fast idle and frequency control for engine.	1	
GENERATOR TEST			
5255-0000	3rd party generator test without pump.	1	
BREAKER BOXES			
5200-0001-394	Breaker box 12 place single phase. Includes main breaker. Note: If gen is 6KW or less, main will occupy 2 places leaving 10 available. Locate L1 forward wall.	1	
MISC LOOSE EQUIPMENT			
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0183-000-17	Paint Body - Large - For Aerials, T/A Tankers/Wetsides, Rear Mounts and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0442-000-17	International cab paint (by chassis OEM). Paint to match FLNA3225E-1 Red.	1	
STRIPING			
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	
8300-0330	Single NFPA Scotchlite Stripe - upto 6" wide and straight on cab and the body. Size, color and location as specified by the customer.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
WARRANTY / STANDARD & EXTENDED			
9100-0000	Standard 1 Year Warranty.	1	
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	

Salescode	Extended Description	Qty	
Dealer Supplied Equipment			
5460-0064	Night Scan Chief NS1.8-6000OPT light tower with four 1500 watt 230 volt FRC Optimum quartz light heads. Control to be located next to the breaker box. Requires air brakes or air system and auxiliary air tank. Tower to be located rear cab roof mounted side to side and hinged to driver.	1	

ITEM #34

Walk-In Rescue

4-Door International



Fire Apparatus Quotation for:
BUYBOARD COOPERATIVE PURCHASING
International 4-Door
Walk-In Rescue



Quotation Number: 72789 Rev: 10

Unit Description: REHW-COMM

Quote Description: Heavy Rescue Walk-In, Commercial Chassis

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
CHASSIS PREP			
1020-0011	Commercial Chassis Prep for E-1supplied International chassis	1	
TIRE OPTIONS			
1060-0117	RWC AirGuard LED tire pressure monitoring valve stem caps (6) for single rear axle applications.	1	
AIR SYSTEM OPTIONS			
1110-0010-277	Air inlet. To charge brake system. Commercial chassis only. Location: driver's door step area.	1	
ENGINES & TRANSMISSIONS			
1200-0357	Cummins L9 engine, 300 HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed	1	
CHASSIS OPTIONS			
1680-0011	Tow eyes rear below body, painted.	1	
1680-0078	Tow hooks front OEM. Not available with extended E-ONE installed front bumper. Tow hooks are OEM supplied with chassis.	1	
1680-0323	Diamond plate trim package for a (4) door International. Includes a full length driver side and officer side trim that will utilize pieces already supplied by the OEM. For International cabs with SCR and DEF.	1	
CAB MODEL			

Salescode	Extended Description	Qty	
CAB MODEL			
1500-0011	Four door Navistar 4400 4x2.	1	
CAB DOOR OPTIONS			
1550-0227	Reflective striping shall be installed on commercial cab doors, visible when the door is open, meeting NFPA requirement of 96 sq. in. coverage for each door.	1	
MISC EXTERIOR CAB OPTIONS			
1675-0007	Diesel fuel only label.	1	
SEATS			
1510-0151	Universal air pack bottle bracket installed (EA).	4	
1685-0032	Seating capacity tag of five occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0450	Center control console painted black Zolatone. Locate in cab between driver and officer. Includes area for NFPA siren, electrical, and in-cab controls (as applicable) switching.	1	
CAB ELECTRICAL OPTIONS			
1750-0024-277-04	Auto-Eject receptacle inlet 20 amp located driver's door step area with a Yellow cover.	1	
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	
BODY SPEC			
3090-0008	Walk-in Rescue Body Spec	1	
RESCUE BODY UPPER			
3094-0002	Diamond plate flat roof. Extruded aluminum.	1	
3094-0078	The interior height of walk-in area is 75".	1	
RESCUE BODY REAR			
3096-0004	10" Tailboard Bolt-On With Bracing Rescue	1	
3096-0013	Rescue Rear Body Walk-In. Location: B1	1	
RESCUE BODY WALKIN			
3098-0022-027	Smooth plate entry door. Smooth plate entry door with sliding window will take the place of the B1 compartment opening. Includes overhead exit head bump pad and step well light.	1	
3098-0039	Counter top for walk-in rescue will be straight. Construction shall be aluminum	1	

Salescode	Extended Description	Qty	
RESCUE BODY WALKIN			
	with diamond plate counter top surface.		
3098-0041	16' Walkin Rescue Body 5/5/5 EA	1	
BODY COMPT REAR			
3110-0028	Rear body panels to be painted smooth plate.	1	
RESCUE BODY OPTIONS			
3360-0020	Front body panels to be diamond plate.	1	
DOORS			
3300-0017-004	Door roll up short (up to 45") with satin finish ROM. Location(s): L2.	1	
3300-0017-016	Door roll up short (up to 45") with satin finish ROM. Location(s): R2.	1	
3300-0019-003	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L1.	1	
3300-0019-005	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L3.	1	
3300-0019-015	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R1.	1	
3300-0019-017	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R3.	1	
SHELVES			
3370-0043	Unistrut. All exterior compartments on rescue body will have Unistrut in each compartment unless inapplicable.	1	
3370-0052-003	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L1.	2	
3370-0052-004	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L2.	2	
3370-0052-005	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L3.	3	
3370-0052-016	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: R2.	3	
COMPARTMENT DIVIDERS			
3340-0166-003	Partition, bolt-in vertical partition wall. Locate in L1.	1	
3395-0001-003	Compartment instructions for L1.	1	Partition to be located 12in off FWD wall. Shelf Adjustable to be located Rearward of Partition 1. Shelf Adjustable to be located Rearward of Partition 1. Tray Floor - 500 lb. Capacity to be located Forward of Partition 1.
TRAYS / TOOLBOARDS			

Salescode	Extended Description	Qty	
TRAYS / TOOLBOARDS			
3380-0076-003	Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location: L1.	1	
3380-0076-004	Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location: L2.	1	
3380-0076-005	Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location: L3.	1	
3380-0076-015	Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location: R1.	1	
MISC BODY OPTIONS			
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
ELECTRICAL SYSTEMS			
5010-0014-G96	Vehicle data recorder for commercial cab - 2009 / 2016 NFPA compliant. Includes occupant detection with display. Display location: outboard on officer's side overhead console.	1	
5010-0036	V-MUX Electrical system for pumper / tanker / rescue.	1	
5010-0059-339	VFD Text display for V-MUX electrical system. Location: center of dash.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0267	Light bar Whelen Justice model JE2NFPA 56" LED with clear lenses and MKEZ7 mounts. N/A on Vista roofs with front facing windows. Includes (4) red corner facing LIN6 LED lights, (6) forward facing CON3 Linear LED lights; (4) red, (2) white. Location: Centered on the front cab roof.	1	
WARNING LIGHT PACKAGES			
5550-0483-B38-4U	Whelen C-Series model C6L Super LED lower level warning light package. Includes (10) light heads with bezels. Color: Red with red lenses. Locate side facing lights: at forward most position, in rear wheelwell offset to front, and on tailboard mounted light box above rear tailboard.	1	
WARNING LIGHTS			
5600-0078-479-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location rear upper body on aerial style brackets.	1	
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
SIRENS			
5500-0009	Federal PA300 electronic siren recessed mounted.	1	
5500-0024-B13	The primary electronic siren control is to be located center console.	1	

Salescode	Extended Description	Qty	
SPEAKERS			
5510-0028	Speaker Federal Dynamax ES100. Located officer's side behind tow hook. Navistar 4400 chassis only.	1	
DOT LIGHTING			
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0024	Marker light LED body package. Commercial rescue bodies only.	1	
5150-0032	Bracket license plate at rear of body.	1	
5150-0059	Federal Signal QuadraFlare LED vertical mount tail lights. Includes LED stop/tail, arrow turn and back-up lights with vertical Cast 3 housing and weatherproof connectors.	1	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0066	Compartment light package Federal Signal LED for large bodies.	1	
5380-0067	Ground light package Federal Signal LED - small.	1	
5380-0069	Step light package body Federal Signal LED - small.	1	
5380-0227-X13	A switch plate for interior lighting controls shall be located officer's side interior walkway wall adjacent to door opening. It shall accommodate a quantity of six (6) rocker switches. It will be illuminated and labeled per each switch's function.	1	
5380-0230-000-43	There will be a pair of Weldon #1010 series, 7-inch diameter 12 volt recessed incandescent lights with specific colored lenses RECESSED mounted into the ceiling of the walk-in body recessed in the ceiling using a poly mounting bezels. Each Lamp will be 7 inch round and be switched near the door opening. Light color will be Red/Clear.	4	
LIGHTS - DECK AND SCENE			
5390-0008-457	Federal Signal GH scene lights (PR). Switch in cab (driver and officer side facing lights switched separately). Locate (1) each side of body rear facing up high.	1	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
5400-0031	Pair of Cab Dome Large Lights mounted driver and officer side front. N/A on E-One Chassis. Required on Comm Chassis.	1	
5400-0032	Pair of Cab Dome Large Lights mounted driver and officer side Rear. N/A on E-One Chassis or two door commercial chassis. Required on Comm Chassis.	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
5110-0035	All 12 Volt electrical components and Multiplex box will be located in lower L1	1	

Salescode	Extended Description	Qty	
MISC ELECTRICAL			
	back wall. The compartment depth will be limited by approximately 6".		
GENERATOR			
5250-0059	Generator Onan 15KW PTO. Single phase 120/240v. Includes PTO, driveshaft, main breaker, gauge panel, fast idle and frequency control for engine.	1	
GENERATOR TEST			
5255-0000	3rd party generator test without pump.	1	
BREAKER BOXES			
5200-0001-394	Breaker box 12 place single phase. Includes main breaker. Note: If gen is 6KW or less, main will occupy 2 places leaving 10 available. Locate L1 forward wall.	1	
MISC LOOSE EQUIPMENT			
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0183-000-17	Paint Body - Large - For Aerials, T/A Tankers/Wetsides, Rear Mounts and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0442-000-17	International cab paint (by chassis OEM). Paint to match FLNA3225E-1 Red.	1	
STRIPING			
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
WARRANTY / STANDARD & EXTENDED			
9100-0000	Standard 1 Year Warranty.	1	
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	

Salescode	Extended Description	Qty	
LIGHT TOWER			
5460-0064	Night Scan Chief NS1.8-6000OPT light tower with four 1500 watt 230 volt FRC Optimum quartz light heads. Control to be located next to the breaker box. Requires air brakes or air system and auxiliary air tank. Tower to be located rear cab roof mounted side to side and hinged to driver.	1	

ITEM #34

Walk-In Rescue

4-Door Freightliner



Fire Apparatus Quotation for:
BUYBOARD COOPERATIVE PURCHASING
Freightliner 4-Door
Walk-In Rescue



Quotation Number: 90550 Rev: 4

Unit Description: REHW-COMM

Quote Description: Heavy Rescue Walk-In, Commercial Chassis

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
CHASSIS PREP			
1020-0010	Comm Chassis Prep E-1 supplied Freightliner.	1	
TIRE OPTIONS			
1060-0117	RWC AirGuard LED tire pressure monitoring valve stem caps (6) for single rear axle applications.	1	
AIR SYSTEM OPTIONS			
1110-0010-277	Air inlet. To charge brake system. Commercial chassis only. Location: driver's door step area.	1	
ENGINES & TRANSMISSIONS			
1200-0357	Cummins L9 engine, 300 HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed	1	
CHASSIS OPTIONS			
1680-0011	Tow eyes rear below body, painted.	1	
1680-0078	Tow hooks front OEM. Not available with extended E-ONE installed front bumper. Tow hooks are OEM supplied with chassis.	1	
1680-0299	Trim Package to be used with 4 door Freightliner M2 series chassis.	1	
CAB MODEL			
1500-0009	Four door Freightliner M2 106 4x2.	1	

Salescode	Extended Description	Qty	
CAB DOOR OPTIONS			
1550-0227	Reflective striping shall be installed on commercial cab doors, visible when the door is open, meeting NFPA requirement of 96 sq. in. coverage for each door.	1	
MISC EXTERIOR CAB OPTIONS			
1675-0007	Diesel fuel only label.	1	
SEATS			
1510-0151	Universal air pack bottle bracket installed (EA).	4	
1685-0032	Seating capacity tag of five occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0450	Center control console painted black Zolatone. Locate in cab between driver and officer. Includes area for NFPA siren, electrical, and in-cab controls (as applicable) switching.	1	
CAB ELECTRICAL OPTIONS			
1750-0024-277-04	Auto-Eject receptacle inlet 20 amp located driver's door step area with a Yellow cover.	1	
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	
BODY SPEC			
3090-0008	Walk-in Rescue Body Spec	1	
RESCUE BODY UPPER			
3094-0002	Diamond plate flat roof. Extruded aluminum.	1	
3094-0078	The interior height of walk-in area is 75".	1	
RESCUE BODY REAR			
3096-0004	10" Tailboard Bolt-On With Bracing Rescue	1	
3096-0013	Rescue Rear Body Walk-In. Location: B1	1	
RESCUE BODY WALKIN			
3098-0022-027	Smooth plate entry door. Smooth plate entry door with sliding window will take the place of the B1 compartment opening. Includes overhead exit head bump pad and step well light.	1	
3098-0039	Counter top for walk-in rescue will be straight. Construction shall be aluminum with diamond plate counter top surface.	1	
3098-0041	16' Walkin Rescue Body 5/5/5 EA	1	

Salescode	Extended Description	Qty	
BODY COMPT REAR			
3110-0028	Rear body panels to be painted smooth plate.	1	
RESCUE BODY OPTIONS			
3360-0020	Front body panels to be diamond plate.	1	
DOORS			
3300-0017-004	Door roll up short (up to 45") with satin finish ROM. Location(s): L2.	1	
3300-0017-016	Door roll up short (up to 45") with satin finish ROM. Location(s): R2.	1	
3300-0019-003	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L1.	1	
3300-0019-005	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L3.	1	
3300-0019-015	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R1.	1	
3300-0019-017	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R3.	1	
SHELVES			
3370-0043	Unistrut. All exterior compartments on rescue body will have Unistrut in each compartment unless inapplicable.	1	
3370-0052-003	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L1.	2	
3370-0052-004	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L2.	2	
3370-0052-005	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L3.	3	
3370-0052-016	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: R2.	3	
COMPARTMENT DIVIDERS			
3340-0166-003	Partition, bolt-in vertical partition wall. Locate in L1.	1	
3395-0001-003	Compartment instructions for L1.	1	Partition to be located 12in off FWD wall. Shelf Adjustable to be located Rearward of Partition 1. Shelf Adjustable to be located Rearward of Partition 1. Tray Floor - 500 lb. Capacity to be located Forward of Partition 1.
TRAYS / TOOLBOARDS			
3380-0076-003	Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location: L1.	1	
3380-0076-004	Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location: L2.	1	
3380-0076-005	Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location: L3.	1	

Salescode	Extended Description	Qty	
TRAYS / TOOLBOARDS			
3380-0076-015	Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location: R1.	1	
MISC BODY OPTIONS			
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
ELECTRICAL SYSTEMS			
5010-0014-G97	Vehicle data recorder for commercial cab - 2009 / 2016 NFPA compliant. Includes occupant detection with display. Display location: cab dash above transmission shift panel.	1	
5010-0036	V-MUX Electrical system for pumper / tanker / rescue.	1	
5010-0059-339	VFD Text display for V-MUX electrical system. Location: center of dash.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0267	Light bar Whelen Justice model JE2NFPA 56" LED with clear lenses and MKEZ7 mounts. N/A on Vista roofs with front facing windows. Includes (4) red corner facing LIN6 LED lights, (6) forward facing CON3 Linear LED lights; (4) red, (2) white. Location: Centered on the front cab roof.	1	
WARNING LIGHT PACKAGES			
5550-0483-B38-4U	Whelen C-Series model C6L Super LED lower level warning light package. Includes (10) light heads with bezels. Color: Red with red lenses. Locate side facing lights: at forward most position, in rear wheelwell offset to front, and on tailboard mounted light box above rear tailboard.	1	
WARNING LIGHTS			
5600-0078-479-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location rear upper body on aerial style brackets.	1	
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
SIRENS			
5500-0009	Federal PA300 electronic siren recessed mounted.	1	
5500-0024-B13	The primary electronic siren control is to be located center console.	1	
SPEAKERS			
5510-0028	Speaker Federal Dynamax ES100. Located officer's side behind tow hook. Navistar 4400 chassis only.	1	
DOT LIGHTING			

Salescode	Extended Description	Qty	
DOT LIGHTING			
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0024	Marker light LED body package. Commercial rescue bodies only.	1	
5150-0032	Bracket license plate at rear of body.	1	
5150-0059	Federal Signal QuadraFlare LED vertical mount tail lights. Includes LED stop/tail, arrow turn and back-up lights with vertical Cast 3 housing and weatherproof connectors.	1	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0066	Compartment light package Federal Signal LED for large bodies.	1	
5380-0067	Ground light package Federal Signal LED - small.	1	
5380-0069	Step light package body Federal Signal LED - small.	1	
5380-0227-X13	A switch plate for interior lighting controls shall be located officer's side interior walkway wall adjacent to door opening. It shall accommodate a quantity of six (6) rocker switches. It will be illuminated and labeled per each switch's function.	1	
5380-0230-000-43	There will be a pair of Weldon #1010 series, 7-inch diameter 12 volt recessed incandescent lights with specific colored lenses RECESSED mounted into the ceiling of the walk-in body recessed in the ceiling using a poly mounting bezels. Each Lamp will be 7 inch round and be switched near the door opening. Light color will be Red/Clear.	4	
LIGHTS - DECK AND SCENE			
5390-0008-457	Federal Signal GH scene lights (PR). Switch in cab (driver and officer side facing lights switched separately). Locate (1) each side of body rear facing up high.	1	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
5400-0031	Pair of Cab Dome Large Lights mounted driver and officer side front. N/A on E-One Chassis. Required on Comm Chassis.	1	
5400-0032	Pair of Cab Dome Large Lights mounted driver and officer side Rear. N/A on E-One Chassis or two door commercial chassis. Required on Comm Chassis.	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
5110-0035	All 12 Volt electrical components and Multiplex box will be located in lower L1 back wall. The compartment depth will be limited by approximately 6".	1	
GENERATOR			
5250-0059	Generator Onan 15KW PTO. Single phase 120/240v. Includes PTO, driveshaft,	1	

Salescode	Extended Description	Qty	
LIGHT TOWER			
	main breaker, gauge panel, fast idle and frequency control for engine.		
GENERATOR TEST			
5255-0000	3rd party generator test without pump.	1	
BREAKER BOXES			
5200-0001-394	Breaker box 12 place single phase. Includes main breaker. Note: If gen is 6KW or less, main will occupy 2 places leaving 10 available. Locate L1 forward wall.	1	
MISC LOOSE EQUIPMENT			
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0183-000-17	Paint Body - Large - For Aerials, T/A Tankers/Wetsides, Rear Mounts and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0443-000-17	Freightliner cab paint (by chassis OEM). Paint to match FLNA3225E-1 Red.	1	
STRIPING			
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
WARRANTY / STANDARD			
9100-0000	Standard 1 Year Warranty.	1	
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	
LIGHT TOWER			

LIGHT TOWER			
5460-0064	Night Scan Chief NS1.8-6000OPT light tower with four 1500 watt 230 volt FRC Optimum quartz light heads. Control to be located next to the breaker box. Requires air brakes or air system and auxiliary air tank. Tower to be located rear cab roof mounted side to side and hinged to driver.	1	

ITEM #36

Walk-In Rescue

LFD Cyclone II



Fire Apparatus Quotation for: BUYBOARD COOPERATIVE PURCHASING Cyclone II LFD Walk-In Rescue ITEM #35



Quotation Number: 72791 Rev: 6

Unit Description: REHW-CYC2

Quote Description: Heavy Rescue Walk-In, Cyclone II

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
3340-1137-12J	Equipment allowance on the apparatus shall be 6000 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
BUMPERS			
1160-0000	Bumper 10" stainless steel.	1	
1160-0011	4" Front Bumper Extension.	1	
FRAME ASSEMBLY			
1250-0011	Rear underbody support frame.	1	
1250-0080	Frame assembly with 10.25 x 3.5 x .375 powder coated galvanized rails.	1	
1250-0092	GEOMET coated frame assembly fasteners.	1	
AXLE OPTIONS			
1025-0016	Meritor RS-24-160 single rear axle 24,000 lb. capacity.	1	
1025-0029	Front shock absorbers.	1	
1025-0174	Meritor FL941 front axle 18,000 lb.	1	
SUSPENSIONS			
1070-0001	Rear suspension springs rated equal to the capacity of the axle.	1	
WHEEL OPTIONS			
1050-0007	Front axle wheel trim kit. Includes stainless steel lug nut covers (chrome plated	1	

Salescode	Extended Description	Qty	
WHEEL OPTIONS			
	plastic if applicable) and center cap with E-ONE logo. Note: Center cap will have an inspection port IPO a logo if equipped with Stemco oil seals.		
1050-0008	Rear axle (single) wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center cap with E-ONE logo. E-ONE custom chassis w/steel wheels will have chrome plated plastic lug covers.	1	
1050-0044	Accuride aluminum wheels for front axle (2).	1	
1050-0045	Accuride aluminum wheels for rear axle (4).	1	
TIRE OPTIONS			
1060-0001	Two Michelin 315 tires model XZA-1 for front axle.	1	
1060-0004	Four Michelin 11R tires model XZE2 highway tread for rear axle.	1	
1060-0117	RWC AirGuard LED tire pressure monitoring valve stem caps (6) for single rear axle applications.	1	
BRAKE SYSTEMS			
1100-0000	16-1/2" x 6" S-cam brakes with ArvinMeritor automatic slack adjusters for front axle.	1	
1100-0002	ArvinMeritor 16-1/2" x 7" S-cam brakes with cast brake drums for a single rear axle.	1	
1100-0005	Brake system air 4X2/4X4.	1	
1100-0006	Parking brake release mounted on the driver's side lower dash.	1	
AIR SYSTEM OPTIONS			
1110-0000-001	Inlet for air system. Location: driver door jamb.	1	
1110-0002	Air dryer Bendix AD-9.	1	
1110-0006	Air lines nylon.	1	
1110-0027	Isolated air tank. Includes pressure protection valve.	1	
1110-0041	Air horns Grover recessed in bumper (PR).	1	
1110-0043	Auxiliary air tank to be plumbed to the following optional accessories (if equipped): Chassis air horns, brake system air outlet, air reel, light tower, air primer and or customer/dealer supplied pneumatic add-on(s).	1	
ENGINES & TRANSMISSIONS			
1200-0017	Push-button transmission shift selector.	1	
1200-0020	TransSynd synthetic transmission fluid for EVS3000.	1	
1200-0097	Electronic limiting of speed to 68 MPH maximum. Note: Max speed may be set at 65 MPH due to tire rating.	1	

Salescode	Extended Description	Qty	
ENGINES & TRANSMISSIONS			
1200-0338	Eng/Trans Cummins L9 350HP/EVS3000 2017 EPA compliant engine.	1	
SECONDARY BRAKING			
1125-0002	Jacobs engine compression brake.	1	
1125-0023	Transmission to seek second gear when Jacobs engine brake or Telma retarder is engaged. N/A with Trans retarder.	1	
COOLING PACKAGE			
1800-0013	Cooling system for use with Cyclone II X, Typhoon X, and Quest chassis. For use with 2010 - 2017 EPA engines. Includes coolant recovery system.	1	
FUEL SYSTEMS			
1350-0003	Fuel system 50 gallon.	1	
1350-0022	Fuel line hose rubber.	1	
ALTERNATOR			
1700-0003	Alternator Leece Neville 270 amp SAE, 240 amp NFPA rating.	1	
BATTERIES			
1400-0002	Battery four group 31 1000 CCA.	1	
CHASSIS OPTIONS			
1680-0005	Thermatic fan clutch.	1	
1680-0006	Drivelines 1710.	1	
1680-0011	Tow eyes rear below body, painted.	1	
1680-0042	Tow hooks front painted in the down position.	1	
1680-0250-M58	Diesel Exhaust Fluid (DEF) 5 gallon tank for 2013 / 2016 EPA engines. Location: left side below rear of cab.	1	
1680-0284	Radiator mounted power steering cooler.	1	
CAB MODEL			
1520-0010	Cyclone II X long cab with 67.5" CA	1	
CAB ROOF TYPE			
1615-0001	Vista full height rear doors, 12".	1	
CAB BADGE PACKAGE			
1610-0000	Cab and body to have applicable E-ONE logos.	1	

Salescode	Extended Description	Qty	
CAB DOOR OPTIONS			
1550-0003	Rear crew cab doors in the medium position.	1	
1550-0005	Driver and officer cab door windows. Include forward vent windows.	1	
1550-0011	Rear crew cab door windows. Includes manual roll-down actuation. Not available on Typhoon or CII with paddle style door latching.	1	
1550-0016	Cab door panels ABS.	1	
1550-0025	All cab doors shall have "L" style exterior latches.	1	
1550-0027	Front cab door windows to have manual actuation.	1	
1550-0037-659	(4) Incandescent cab step area lighting. Locate each light in on each cab door in the inboard position. Lights to be switched with door ajar.	1	
1550-0044	All cab door kick plates to be made from diamond plate aluminum.	1	
1550-0059-000-G6	Reflective Red/Lemon Yellow printed striping positioned in the "A" formation located on the cab door panels.	1	
1550-0077	Interior cab door locks - manual. Will have manual actuation from each respective door. Includes barrel style key lock on each exterior cab door.	1	
1550-0084	All cab exterior access doors to have 1250 keyed locks.	1	
MIRRORS			
1670-0003	Velvac 2010 mirrors. Door mounted west coast style with remote control and heat.	1	
MISC EXTERIOR CAB OPTIONS			
1550-0020	Windows cab side fixed driver's side.	1	
1550-0033	Windows cab side fixed officer's side.	1	
1675-0022	Pair of 18" handrails located just behind driver and officer front door one each side.	1	
1675-0024	Pair of 36" handrails located just behind driver and officer rear door (ALS doors if equipped) one each side.	1	
1675-0030	Mud flaps, front, black with E-ONE logo.	1	
1675-0202	Mounting plate for battery charger receptacle, indicator, air inlet, etc (if applicable). Plate to be removable brushed stainless steel.	1	
HVAC			
1515-0017	Air conditioning for the Typhoon X, CII X and Quest with Cummins ISC/ISL engine and radiator mounted condenser.	1	
1515-0053	Controls for heating and air conditioning shall be located in the center dash area. (Lower area on Typhoon and CII with severe duty dash)	1	

Salescode	Extended Description	Qty	
SEATS			
1510-0003	Seats, Inc. brand 911 cab seats.	1	
1510-0007	Seat cover material vinyl.	1	
1510-0008	Seat color gray.	1	
1510-0035-147	Universal air pack bottle bracket (EA). Location: officer's seat.	1	
1510-0035-148	Universal air pack bottle bracket (EA). Location: rear facing driver's side.	1	
1510-0035-151	Universal air pack bottle bracket (EA). Location: inboard driver's side rear wall.	1	
1510-0035-152	Universal air pack bottle bracket (EA). Location: inboard officer's side rear wall.	1	
1510-0035-215	Universal air pack bottle bracket (EA). Location: rear facing officer's side.	1	
1510-0038	Driver seat 911 air ride.	1	
1510-0042	Officer seat to be 911 fixed SCBA.	1	
1510-0050	Rear facing 911 seat with SCBA driver's side.	1	
1510-0053	Rear facing 911 seat with SCBA officer's side.	1	
1510-0062	Two man bench centered on rear wall with 911 SCBA backs. Includes angled corners.	1	
1685-0033	Seating capacity tag of six occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0000	Cab interior gray. Does not include engine cover or seat color.	1	
1685-0006	Padded sun visors, driver and officer's side overhead.	1	
1685-0168	ABS Dash package. Includes center and officer side dash, lower kick panels and "A" post covers.	1	
1685-0187	Severe duty engine cover, molded polyurethane.	1	
1685-0496	ABS overhead console. Includes front full width overhead, air conditioning plenum and rear facing blower.	1	
1685-0532	Stepped profile rear engine cover.	1	
CAB ELECTRICAL OPTIONS			
1750-0024-179-04	Auto-Eject receptacle inlet 20 amp located outside driver's door next to handrail with a Yellow cover.	1	
1750-0046-195	Cab Headlights. Position: lower.	1	
1750-0072-592	12 VDC (or 24VDC) electrical outlet wired battery hot. Location: driver side dash.	1	
1750-0075	English dominant main cab gauge cluster.	1	
1750-0198-A31	Battery charger to be located behind driver's seat.	1	
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	

Salescode	Extended Description	Qty	
CAB ELECTRICAL OPTIONS			
1750-0435	Halogen cab headlights. TyphoonX, CIIX and QST2 only.	1	
1750-0449	Momentary DPF regeneration override switch.	1	
1750-0651-172	Turn signal Whelen C-Series model C6T LED amber arrow pair located upper headlight bezel.	1	
5400-0037	Dome Lts Red/White Incandescent. Package includes two lights mounted in the front and two mounted in the rear of the cab. White light wire through door and light assembly mounted switch. Red light through light assembly mounted switch.	1	
BODY SPEC			
3090-0008	Walk-in Rescue Body Spec	1	
RESCUE BODY UPPER			
3094-0002	Diamond plate flat roof. Extruded aluminum.	1	
3094-0078	The interior height of walk-in area is 75".	1	
RESCUE BODY REAR			
3096-0004	10" Tailboard Bolt-On With Bracing Rescue	1	
3096-0013	Rescue Rear Body Walk-In. Location: B1	1	
RESCUE BODY WALKIN			
3098-0022-027	Smooth plate entry door. Smooth plate entry door with sliding window will take the place of the B1 compartment opening. Includes overhead exit head bump pad and step well light.	1	
3098-0039	Counter top for walk-in rescue will be straight. Construction shall be aluminum with diamond plate counter top surface.	1	
3098-0041	16' Walkin Rescue Body 5/5/5 EA	1	
BODY COMPT REAR			
3110-0028	Rear body panels to be painted smooth plate.	1	
RESCUE BODY OPTIONS			
3360-0020	Front body panels to be diamond plate.	1	
DOORS			
3300-0017-004	Door roll up short (up to 45") with satin finish ROM. Location(s): L2.	1	
3300-0017-016	Door roll up short (up to 45") with satin finish ROM. Location(s): R2.	1	
3300-0019-003	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L1.	1	

Salescode	Extended Description	Qty	
DOORS			
3300-0019-005	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L3.	1	
3300-0019-015	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R1.	1	
3300-0019-017	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R3.	1	
SHELVES			
3370-0043	Unistrut. All exterior compartments on rescue body will have Unistrut in each compartment unless inapplicable.	1	
3370-0052-003	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L1.	2	
3370-0052-004	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L2.	3	
3370-0052-005	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L3.	2	
3370-0052-015	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: R1.	3	
COMPARTMENT DIVIDERS			
3340-0166-003	Partition, bolt-in vertical partition wall. Locate in L1.	1	
3395-0001-003	Compartment instructions for L1.	1	Partition to be located 12in off FWD wall. Shelf Adjustable to be located Rearward of Partition 1. Shelf Adjustable to be located Rearward of Partition 1. Tray Floor - 500 lb. Capacity to be located Rearward of Partition 1.
TRAYS / TOOLBOARDS			
3380-0076-003	Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location: L1.	1	
3380-0076-004	Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location: L2.	1	
3380-0076-005	Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location: L3.	1	
3380-0076-015	Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location: R1.	1	
MISC BODY OPTIONS			
3340-0058	Recessed fuel fill driver side wheel well.	1	
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
3340-0282-I06	Cab tilt switch and manual jack to be located: R1 low on forward wall.	1	
ELECTRICAL SYSTEMS			
5010-0013-Y83	Vehicle data recorder - 2009 / 2016 NFPA compliant. Includes occupant detection	1	

Salescode	Extended Description	Qty	
ELECTRICAL SYSTEMS			
	with display. Display location: inboard on driver's side overhead console.		
5010-0036	V-MUX Electrical system for pumper / tanker / rescue.	1	
5010-0059-339	VFD Text display for V-MUX electrical system. Location: center of dash.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0504	Whelen MKEZ7 1.5" standard mount for front light bar (PR).	1	
5300-0506-000-4T	Front light bar LED color: Red with clear lenses (If applicable, includes side facing when colors are the same.)	1	
5300-0644	Light bar Whelen Freedom IV Model F4R7 72" with 7 Rota-Beam and 2 LED modules. Location: Centered on the front cab roof.	1	
WARNING LIGHT PACKAGES			
5550-0483-B38-4U	Whelen C-Series model C6L Super LED lower level warning light package. Includes (10) light heads with bezels. Color: Red with red lenses. Locate side facing lights: at forward most position, in rear wheelwell offset to front, and on tailboard mounted light box above rear tailboard.	1	
WARNING LIGHTS			
5600-0078-479-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location rear upper body on aerial style brackets.	1	
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
SIRENS			
5500-0015	Whelen model 295SLSA1 siren with microphone (replaced 295HFSA1).	1	
5500-0024-170	The primary electronic siren control is to be located center overhead.	1	
SPEAKERS			
5510-0029-209	Speaker, Federal Signal Dynamax ES100 with "E-ONE" grille through bumper. Location: driver side front bumper.	1	
DOT LIGHTING			
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0027	Marker light LED body/cab package. E-One custom cab and rescue bodies only.	1	
5150-0032	Bracket license plate at rear of body.	1	
5150-0214	Whelen C6 series LED vertical mount tail lights. Includes LED stop/tail, arrow turn and back-up lights with vertical chrome ABS 3 housing and weatherproof	1	

Salescode	Extended Description	Qty	
DOT LIGHTING			
	connectors.		
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0202	Step light package body EON LED - large.	1	
5380-0227-X13	A switch plate for interior lighting controls shall be located officer's side interior walkway wall adjacent to door opening. It shall accommodate a quantity of six (6) rocker switches. It will be illuminated and labeled per each switch's function.	1	
5380-0230-000-43	There will be a pair of Weldon #1010 series, 7-inch diameter 12 volt recessed incandescent lights with specific colored lenses RECESSED mounted into the ceiling of the walk-in body recessed in the ceiling using a poly mounting bezels. Each Lamp will be 7 inch round and be switched near the door opening. Light color will be Red/Clear.	4	
5380-0278	Compartment light package TecNiq T440 4" LED for large bodies.	1	
5380-0279	Ground light package TecNiq T440 4" LED - small.	1	
LIGHTS - DECK AND SCENE			
5390-0087-457	Whelen M6 Linear Super LED scene lights (PR). Switched in cab (lights mtd on the sides of apparatus to be switched separately). Locate (1) each side of body rear facing up high.	1	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
CONTROLS / SWITCHES			
5100-0000-198	Foot switch to control air horns located driver's side.	1	
5100-0000-199	Foot switch to control air horns located officer's side.	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
GENERATOR			
5250-0059	Generator Onan 15KW PTO. Single phase 120/240v. Includes PTO, driveshaft, main breaker, gauge panel, fast idle and frequency control for engine.	1	
GENERATOR TEST			
5255-0000	3rd party generator test without pump.	1	
BREAKER BOXES			
5200-0001-394	Breaker box 12 place single phase. Includes main breaker. Note: If gen is 6KW or	1	

Salescode	Extended Description	Qty	
BREAKER BOXES			
	less, main will occupy 2 places leaving 10 available. Locate L1 forward wall.		
LIGHT TOWERS			
5460-0005-521	Night Scan Powerlite NS4.5-6000OPT light tower with four 1500 watt 230 volt Optimum quartz light heads. Control to be located next to the breaker box. Requires air brakes or air system and auxiliary air tank. Tower to be located rear cab roof mounted side to side and hinged to driver.	1	
MISC LOOSE EQUIPMENT			
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0176-000-17	Paint E-ONE chassis cab - Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0183-000-17	Paint Body - Large - For Aerials, T/A Tankers/Wetsides, Rear Mounts and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	
INTERIOR PAINT			
8150-0011	The interior of the cab to be painted Zolatone gray.	1	
STRIPING			
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
WARRANTY / STANDARD			
9100-0000	Standard 1 Year Warranty.	1	
9100-0003	Lifetime Frame Stuctural Warranty.	1	
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
9100-0090	25 Year frame rail corrosion warranty. Includes liners (if equipped).	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0009	Manuals, Operator and Service in digital format.	1	

Salescode	Extended Description	Qty	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0016	Approval Drawings-Standard.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	

ITEM #35

Walk-In Rescue

MFD Typhoon



Fire Apparatus Quotation for: BUYBOARD COOPERATIVE PURCHASING Typhoon MFD Walk-In Rescue



Quotation Number: 72790 Rev: 10

Unit Description: REHW-TYPH

Quote Description: Heavy Rescue Walk-In, Typhoon Chassis

Salesperson:

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
3340-1137-12J	Equipment allowance on the apparatus shall be 6000 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
BUMPERS			
1160-0000	Bumper 10" stainless steel.	1	
1160-0011	4" Front Bumper Extension.	1	
FRAME ASSEMBLY			
1250-0011	Rear underbody support frame.	1	
1250-0080	Frame assembly with 10.25 x 3.5 x .375 powder coated galvanized rails.	1	
1250-0092	GEOMET coated frame assembly fasteners.	1	
AXLE OPTIONS			
1025-0016	Meritor RS-24-160 single rear axle 24,000 lb. capacity.	1	
1025-0029	Front shock absorbers.	1	
1025-0174	Meritor FL941 front axle 18,000 lb.	1	
SUSPENSIONS			
1070-0001	Rear suspension springs rated equal to the capacity of the axle.	1	
WHEEL OPTIONS			
1050-0007	Front axle wheel trim kit. Includes stainless steel lug nut covers (chrome plated	1	

Salescode	Extended Description	Qty	
WHEEL OPTIONS			
	plastic if applicable) and center cap with E-ONE logo. Note: Center cap will have an inspection port IPO a logo if equipped with Stemco oil seals.		
1050-0008	Rear axle (single) wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center cap with E-ONE logo. E-ONE custom chassis w/steel wheels will have chrome plated plastic lug covers.	1	
1050-0044	Accuride aluminum wheels for front axle (2).	1	
1050-0045	Accuride aluminum wheels for rear axle (4).	1	
TIRE OPTIONS			
1060-0001	Two Michelin 315 tires model XZA-1 for front axle.	1	
1060-0004	Four Michelin 11R tires model XZE2 highway tread for rear axle.	1	
1060-0117	RWC AirGuard LED tire pressure monitoring valve stem caps (6) for single rear axle applications.	1	
BRAKE SYSTEMS			
1100-0000	16-1/2" x 6" S-cam brakes with ArvinMeritor automatic slack adjusters for front axle.	1	
1100-0002	ArvinMeritor 16-1/2" x 7" S-cam brakes with cast brake drums for a single rear axle.	1	
1100-0005	Brake system air 4X2/4X4.	1	
1100-0006	Parking brake release mounted on the driver's side lower dash.	1	
AIR SYSTEM OPTIONS			
1110-0000-001	Inlet for air system. Location: driver door jamb.	1	
1110-0002	Air dryer Bendix AD-9.	1	
1110-0006	Air lines nylon.	1	
1110-0027	Isolated air tank. Includes pressure protection valve.	1	
1110-0041	Air horns Grover recessed in bumper (PR).	1	
1110-0043	Auxiliary air tank to be plumbed to the following optional accessories (if equipped): Chassis air horns, brake system air outlet, air reel, light tower, air primer and or customer/dealer supplied pneumatic add-on(s).	1	
ENGINES & TRANSMISSIONS			
1200-0017	Push-button transmission shift selector.	1	
1200-0020	TransSynd synthetic transmission fluid for EVS3000.	1	
1200-0097	Electronic limiting of speed to 68 MPH maximum. Note: Max speed may be set at 65 MPH due to tire rating.	1	

Salescode	Extended Description	Qty	
ENGINES & TRANSMISSIONS			
1200-0338	Eng/Trans Cummins L9 350HP/EVS3000 2017 EPA compliant engine.	1	
SECONDARY BRAKING			
1125-0002	Jacobs engine compression brake.	1	
1125-0023	Transmission to seek second gear when Jacobs engine brake or Telma retarder is engaged. N/A with Trans retarder.	1	
COOLING PACKAGE			
1800-0013	Cooling system for use with Cyclone II X, Typhoon X, and Quest chassis. For use with 2010 - 2017 EPA engines. Includes coolant recovery system.	1	
FUEL SYSTEMS			
1350-0003	Fuel system 50 gallon.	1	
1350-0022	Fuel line hose rubber.	1	
ALTERNATOR			
1700-0003	Alternator Leece Neville 270 amp SAE, 240 amp NFPA rating.	1	
BATTERIES			
1400-0002	Battery four group 31 1000 CCA.	1	
CHASSIS OPTIONS			
1680-0005	Thermatic fan clutch.	1	
1680-0006	Drivelines 1710.	1	
1680-0011	Tow eyes rear below body, painted.	1	
1680-0042	Tow hooks front painted in the down position.	1	
1680-0250-M58	Diesel Exhaust Fluid (DEF) 5 gallon tank for 2013 / 2016 EPA engines. Location: left side below rear of cab.	1	
1680-0284	Radiator mounted power steering cooler.	1	
CAB MODEL			
1520-0013	Typhoon X medium cab with 58" CA	1	
CAB ROOF TYPE			
1615-0001	Vista full height rear doors, 12".	1	
CAB BADGE PACKAGE			
1610-0000	Cab and body to have applicable E-ONE logos.	1	

Salescode	Extended Description	Qty	
GRILLE			
1620-0004	ABS chrome plated grille.	1	
CAB DOOR OPTIONS			
1550-0003	Rear crew cab doors in the medium position.	1	
1550-0005	Driver and officer cab door windows. Include forward vent windows.	1	
1550-0011	Rear crew cab door windows. Includes manual roll-down actuation. Not available on Typhoon or CII with paddle style door latching.	1	
1550-0016	Cab door panels ABS.	1	
1550-0025	All cab doors shall have "L" style exterior latches.	1	
1550-0027	Front cab door windows to have manual actuation.	1	
1550-0037-659	(4) Incandescent cab step area lighting. Locate each light in on each cab door in the inboard position. Lights to be switched with door ajar.	1	
1550-0044	All cab door kick plates to be made from diamond plate aluminum.	1	
1550-0059-000-G6	Reflective Red/Lemon Yellow printed striping positioned in the "A" formation located on the cab door panels.	1	
1550-0077	Interior cab door locks - manual. Will have manual actuation from each respective door. Includes barrel style key lock on each exterior cab door.	1	
1550-0084	All cab exterior access doors to have 1250 keyed locks.	1	
MIRRORS			
1670-0003	Velvac 2010 mirrors. Door mounted west coast style with remote control and heat.	1	
MISC EXTERIOR CAB OPTIONS			
1550-0020	Windows cab side fixed driver's side.	1	
1550-0033	Windows cab side fixed officer's side.	1	
1675-0022	Pair of 18" handrails located just behind driver and officer front door one each side.	1	
1675-0024	Pair of 36" handrails located just behind driver and officer rear door (ALS doors if equipped) one each side.	1	
1675-0030	Mud flaps, front, black with E-ONE logo.	1	
1675-0202	Mounting plate for battery charger receptacle, indicator, air inlet, etc (if applicable). Plate to be removable brushed stainless steel.	1	
HVAC			
1515-0017	Air conditioning for the Typhoon X, CII X and Quest with Cummins ISC/ISL engine and radiator mounted condenser.	1	

Salescode	Extended Description	Qty	
HVAC			
1515-0053	Controls for heating and air conditioning shall be located in the center dash area. (Lower area on Typhoon and CII with severe duty dash)	1	
SEATS			
1510-0003	Seats, Inc. brand 911 cab seats.	1	
1510-0007	Seat cover material vinyl.	1	
1510-0008	Seat color gray.	1	
1510-0035-147	Universal air pack bottle bracket (EA). Location: officer's seat.	1	
1510-0035-148	Universal air pack bottle bracket (EA). Location: rear facing driver's side.	1	
1510-0035-151	Universal air pack bottle bracket (EA). Location: inboard driver's side rear wall.	1	
1510-0035-152	Universal air pack bottle bracket (EA). Location: inboard officer's side rear wall.	1	
1510-0035-215	Universal air pack bottle bracket (EA). Location: rear facing officer's side.	1	
1510-0038	Driver seat 911 air ride.	1	
1510-0042	Officer seat to be 911 fixed SCBA.	1	
1510-0050	Rear facing 911 seat with SCBA driver's side.	1	
1510-0053	Rear facing 911 seat with SCBA officer's side.	1	
1510-0062	Two man bench centered on rear wall with 911 SCBA backs. Includes angled corners.	1	
1685-0033	Seating capacity tag of six occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0000	Cab interior gray. Does not include engine cover or seat color.	1	
1685-0006	Padded sun visors, driver and officer's side overhead.	1	
1685-0168	ABS Dash package. Includes center and officer side dash, lower kick panels and "A" post covers.	1	
1685-0187	Severe duty engine cover, molded polyurethane.	1	
1685-0496	ABS overhead console. Includes front full width overhead, air conditioning plenum and rear facing blower.	1	
1685-0532	Stepped profile rear engine cover.	1	
CAB ELECTRICAL OPTIONS			
1750-0024-179-04	Auto-Eject receptacle inlet 20 amp located outside driver's door next to handrail with a Yellow cover.	1	
1750-0046-195	Cab Headlights. Position: lower.	1	
1750-0072-592	12 VDC (or 24VDC) electrical outlet wired battery hot. Location: driver side dash.	1	

Salescode	Extended Description	Qty	
CAB ELECTRICAL OPTIONS			
1750-0075	English dominant main cab gauge cluster.	1	
1750-0198-A31	Battery charger to be located behind driver's seat.	1	
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output.	1	
1750-0435	Halogen cab headlights. TyphoonX, CIIX and QST2 only.	1	
1750-0449	Momentary DPF regeneration override switch.	1	
1750-0651-172	Turn signal Whelen C-Series model C6T LED amber arrow pair located upper headlight bezel.	1	
5400-0037	Dome Lts Red/White Incandescent. Package includes two lights mounted in the front and two mounted in the rear of the cab. White light wire through door and light assembly mounted switch. Red light through light assembly mounted switch.	1	
BODY SPEC			
3090-0008	Walk-in Rescue Body Spec	1	
RESCUE BODY UPPER			
3094-0002	Diamond plate flat roof. Extruded aluminum.	1	
3094-0078	The interior height of walk-in area is 75".	1	
RESCUE BODY REAR			
3096-0004	10" Tailboard Bolt-On With Bracing Rescue	1	
3096-0013	Rescue Rear Body Walk-In. Location: B1	1	
RESCUE BODY WALKIN			
3098-0022-027	Smooth plate entry door. Smooth plate entry door with sliding window will take the place of the B1 compartment opening. Includes overhead exit head bump pad and step well light.	1	
3098-0039	Counter top for walk-in rescue will be straight. Construction shall be aluminum with diamond plate counter top surface.	1	
3098-0041	16' Walkin Rescue Body 5/5/5 EA	1	
BODY COMPT REAR			
3110-0028	Rear body panels to be painted smooth plate.	1	
RESCUE BODY OPTIONS			
3360-0020	Front body panels to be diamond plate.	1	
DOORS			

Salescode	Extended Description	Qty	
DOORS			
3300-0017-004	Door roll up short (up to 45") with satin finish ROM. Location(s): L2.	1	
3300-0017-016	Door roll up short (up to 45") with satin finish ROM. Location(s): R2.	1	
3300-0019-003	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L1.	1	
3300-0019-005	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L3.	1	
3300-0019-015	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R1.	1	
3300-0019-017	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R3.	1	
SHELVES			
3370-0043	Unistrut. All exterior compartments on rescue body will have Unistrut in each compartment unless inapplicable.	1	
3370-0052-003	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L1.	2	
3370-0052-004	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L2.	3	
3370-0052-005	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L3.	2	
3370-0052-015	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: R1.	3	
COMPARTMENT DIVIDERS			
3340-0166-003	Partition, bolt-in vertical partition wall. Locate in L1.	1	
3395-0001-003	Compartment instructions for L1.	1	Partition to be located 12in off FWD wall. Shelf Adjustable to be located Rearward of Partition 1. Shelf Adjustable to be located Rearward of Partition 1. Tray Floor - 500 lb. Capacity to be located Rearward of Partition 1.
TRAYS / TOOLBOARDS			
3380-0076-003	Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location: L1.	1	
3380-0076-004	Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location: L2.	1	
3380-0076-005	Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location: L3.	1	
3380-0076-015	Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location: R1.	1	
MISC BODY OPTIONS			
3340-0058	Recessed fuel fill driver side wheel well.	1	
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	

Salescode	Extended Description	Qty	
MISC BODY OPTIONS			
3340-0282-I06	Cab tilt switch and manual jack to be located: R1 low on forward wall.	1	
ELECTRICAL SYSTEMS			
5010-0013-Y83	Vehicle data recorder - 2009 / 2016 NFPA compliant. Includes occupant detection with display. Display location: inboard on driver's side overhead console.	1	
5010-0036	V-MUX Electrical system for pumper / tanker / rescue.	1	
5010-0059-339	VFD Text display for V-MUX electrical system. Location: center of dash.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0504	Whelen MKEZ7 1.5" standard mount for front light bar (PR).	1	
5300-0506-000-4T	Front light bar LED color: Red with clear lenses (If applicable, includes side facing when colors are the same.)	1	
5300-0644	Light bar Whelen Freedom IV Model F4R7 72" with 7 Rota-Beam and 2 LED modules. Location: Centered on the front cab roof.	1	
WARNING LIGHT PACKAGES			
5550-0483-B38-4U	Whelen C-Series model C6L Super LED lower level warning light package. Includes (10) light heads with bezels. Color: Red with red lenses. Locate side facing lights: at forward most position, in rear wheelwell offset to front, and on tailboard mounted light box above rear tailboard.	1	
WARNING LIGHTS			
5600-0078-479-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location rear upper body on aerial style brackets.	1	
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
SIRENS			
5500-0015	Whelen model 295SLSA1 siren with microphone (replaced 295HFSA1).	1	
5500-0024-170	The primary electronic siren control is to be located center overhead.	1	
SPEAKERS			
5510-0029-209	Speaker, Federal Signal Dynamax ES100 with "E-ONE" grille through bumper. Location: driver side front bumper.	1	
DOT LIGHTING			
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0027	Marker light LED body/cab package. E-One custom cab and rescue bodies only.	1	

Salescode	Extended Description	Qty	
DOT LIGHTING			
5150-0032	Bracket license plate at rear of body.	1	
5150-0214	Whelen C6 series LED vertical mount tail lights. Includes LED stop/tail, arrow turn and back-up lights with vertical chrome ABS 3 housing and weatherproof connectors.	1	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0010	Compartment light package incandescent for large bodies.	1	
5380-0035	Step light package body - large.	1	
5380-0227-X13	A switch plate for interior lighting controls shall be located officer's side interior walkway wall adjacent to door opening. It shall accommodate a quantity of six (6) rocker switches. It will be illuminated and labeled per each switch's function.	1	
5380-0230-000-43	There will be a pair of Weldon #1010 series, 7-inch diameter 12 volt recessed incandescent lights with specific colored lenses RECESSED mounted into the ceiling of the walk-in body recessed in the ceiling using a poly mounting bezels. Each Lamp will be 7 inch round and be switched near the door opening. Light color will be Red/Clear.	4	
5380-0279	Ground light package TecNiq T440 4" LED - small.	1	
LIGHTS - DECK AND SCENE			
5390-0152-457	Whelen 600 series gradient Super LED scene lights (PR) with weatherproof connectors. Switch in cab (driver and officer side lights switched separately). Locate (1) each side of body rear facing up high.	1	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
CONTROLS / SWITCHES			
5100-0000-198	Foot switch to control air horns located driver's side.	1	
5100-0000-199	Foot switch to control air horns located officer's side.	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
GENERATOR			
5250-0059	Generator Onan 15KW PTO. Single phase 120/240v. Includes PTO, driveshaft, main breaker, gauge panel, fast idle and frequency control for engine.	1	
GENERATOR TEST			
5255-0000	3rd party generator test without pump.	1	

Salescode	Extended Description	Qty	
BREAKER BOXES			
5200-0001-394	Breaker box 12 place single phase. Includes main breaker. Note: If gen is 6KW or less, main will occupy 2 places leaving 10 available. Locate L1 forward wall.	1	
LIGHT TOWERS			
5460-0005-521	Night Scan Powerlite NS4.5-6000OPT light tower with four 1500 watt 230 volt Optimum quartz light heads. Control to be located next to the breaker box. Requires air brakes or air system and auxiliary air tank. Tower to be located rear cab roof mounted side to side and hinged to driver.	1	
MISC LOOSE EQUIPMENT			
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0176-000-17	Paint E-ONE chassis cab - Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0183-000-17	Paint Body - Large - For Aerials, T/A Tankers/Wetsides, Rear Mounts and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	
INTERIOR PAINT			
8150-0011	The interior of the cab to be painted Zolatone gray.	1	
STRIPING			
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-72	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Yellow/Red.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
WARRANTY / STANDARD			
9100-0000	Standard 1 Year Warranty.	1	
9100-0003	Lifetime Frame Stuctural Warranty.	1	
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
9100-0090	25 Year frame rail corrosion warranty. Includes liners (if equipped).	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			

Salescode	Extended Description	Qty	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0016	Approval Drawings-Standard.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	

ITEM #39
Brush Truck
Ford F550
2-Door

Lone Star Emergency Group



Note: Some equipment may change on chassis due to model year changes from Ford. Picture is for representation of a similar unit.

MANUFACTURER: Ford Motor Company

MODEL: 2018 F-550 Super Duty, 4 X 4

ENGINE: Gas Ford V-10

TRANSMISSION: 6-Speed Automatic with overdrive

FUEL & EXHAUST: Capacity – 40 USG
Exhaust Termination – Right Side

TIRES:
225/70R19.5G Traction All Season

WHEELS: 19.5 X 6.0, 8 Hole
Stainless Wheel Simulators

BRAKES: ABS Power 4-wheel-disc brakes front/rear
Foot activated parking brake

CAB EQUIPMENT:

2 door w/40/20/40 seat

XL Décor Package

Tilt Steering Wheel

Intermittent Wipers

Heat/Defroster

Air Conditioning

Tinted Glass

Gauges:

- Speedometer
- Fuel
- Odometer
- Oil Pressure
- Tachometer
- Voltage

AM/FM Stereo Radio

Black Electric Trailer tow mirrors

Dome Light

Vinyl Headliner

Driver & Passenger Air Bags

Power Steering

BUMPER:

Black Ranch Hand Heavy Duty with Grill guards, winch mount and tow hooks.

WINCH

Install a 15000# winch model in a permanent mount in the replacement bumper.

MISCELANEOUS

Skid Plates Ford factory
1.38" Front & Rear Shock Absorbers
Front & Rear Stabilizers
Noise Reduction Package
Engine block heater
4x4 standard shift
Ford Payload Plus Package
Heavy duty alt

Console

A console for radios, switches, siren, The console will be of polypropylene construction.

Fire Department Radio

A fire department radio shall be installed in the cab area. Radio head shall be mounted in the console and shall be of easy reach of the front seat occupants. coax antennas shall be installed on headache rack of the body and spaced min 12" from light bar. Radio and antennas shall be supplied by the fire dept. Final hook up by fire department radio tech.

STEP BARS

One Set of black round Step Bars shall be installed on the apparatus, 300 lbs. capacity.

BODY:

- Aluminum flatbed body – 108" in length X 96" in width
- 1" extruded aluminum flooring with 3" aluminum "I"-beams mounted on 16" centers
- 5" "C" channel aluminum mounting sills
- 2" aluminum square tubing headache rack with louvers in rear window
- aluminum light bar plate mounted on top of headache rack
- Aluminum smooth plate rear light skirt
- Dual work stations 24" X 24" with 40" gates to the rear of the headache rack.
- LED stop and turn and tail lights, reverse lights, and LED clearance lights (all rubber grommet mounted)
- 30" tall X 18" deep X 48" long aluminum diamond plate (.125") tool box with double pan doors, gas shocks, and T handle chrome latches mounted on passenger's side – 10" tall X

18" deep X 48" long aluminum punched storage basket mounted on top of compartment

- 30" tall X 18" deep X 48" long aluminum diamond plate (.125) tool box with double pan doors gas shocks, and T handle chrome latches mounted on driver's side – 10" tall X 18" deep X 48" long aluminum punched storage basket mounted on top of compartment
- Rear storage compartment between frame rails with fold down door.
- Two (2) under body 18H" X 18" D X 24" W under body storage boxes with fold down doors.
- Slip resistant aluminum rear step bumper
- Tow hooks installed
- LED lighting inside all compartments to be placed above interior lip of compartment door
- Door ajar switches shall be placed on each cabinet door, lights on radio console indicating door open
- 1 -12-volt LED work light mounted illuminate pump area location TBD and 12-volt underbody LED lighting (1 per cab door, 2 total light).
- No exception

Water / Foam Tank

Water Tank shall be a 500-gallon polypropylene tank with a lifetime warranty. The tank will be constructed with these minimum requirements. Tank will be constructed of ½" thick polypropylene sheet stock. The material shall be a non-corrosive stresses relieved thermo-plastic and UV stabilized for maximum protection. The transverse swash partitions shall be manufactured of 3/8" polypropylene and extend approx. 4" off the floor to adjust under the cover. The longitudinal baffle partitions shall be manufactured of 3/8" polypropylene and extend from the floor of the tank through the cover to allow for positive welding and maximum integrity. All partitions shall be equipped with vent and air holes to permit movement of air and water between compartments. The partitions shall be designed to provide maximum water flow. All baffle partitions interlock with one another and are welded to each other as well as the walls of the tank. There shall be one sump per tank. The tank will have a combination vent and fill tower. The fill tower shall be constructed of 1/8" polypropylene and shall be a minimum dimension of 6"x 6" outer perimeter. The tower shall have a ¼" thick removable polypropylene screen and a polypropylene hinged type cover. Fill tower shall be placed as not to interfere with placement of hose reels on top of the tank. Tank will have runners built in for hose reel. Water tank shall also have a water site indicator built in out of the same construction material. Water site indicator will be of a clear nature and placed in an area as to see the water tank level clearly.

Hose Tray

Install Poly hose tray on the top of tank rear feed with 1.5" NH swivel to accommodate 150' of 1.75 hose. Include Elkhart Phantom nozzle

PUMP UNIT:

Hale HPX200 midrange pump, Diesel.

Performance

The pump/engine shall be capable of meeting the NFPA 1906 Performance rating of 50 GPM @ 150 PSI. Typical pump performance from 5-foot draft at sea level shall be: 70 GPM @ 150 PSI, 150 GPM @ 100 PSI and 240 GPM @ 25 PSI.

Pump

The pump body shall be made of anodized alloy aluminum castings coupled together with a stainless-steel band clamp with an O-ring seal which allows quick pump volute removal for servicing. The pump end shall be factory hydrostatically tested to 300 PSI. The impeller shall be bronze. The renewable clearance rings shall be made of bronze to inhibit galvanic corrosion. The impeller shall be 8.75 inches (222.3 mm) in diameter and designed with a sleeve back end to prevent water from coming in contact with the engine shaft. The pump shaft seal shall be an automatically adjusting, maintenance free, mechanical type. The pump body shall be equipped with a petcock drain valve.

Priming

The pump shall be equipped with an exhaust venturi primer of brass and stainless-steel construction. The primer shall be capable of priming at 13 feet lift. The primer shall be actuated with a spring return, single control lever located at the operator's panel. The primer to pump line shall be equipped with an automatic check valve for priming from an open body of water and a manual shut -off for pumping from a pressurized water source.

Suction/Discharge

The suction and discharge ports shall be female pipe thread, designed and located to accept applicable hose thread adapters (3" NPT / 4" Victaulic Suction, 2.5" NPT Discharge flange).

Mounting Platform

The pump/engine shall be isolation mounted onto a steel base plate.

Instrumentation

The pump shall be supplied with a remote mounted control panel. This panel shall include a throttle lever, primer lever, master switch, starter button, choke control, a 2.5-inch liquid filled discharge gauge
Lighted control panel

STAINLESS STEEL PLUMBING SYSTEM

- The auxiliary fire pump plumbing system shall be built completely of stainless steel piping, fittings, and connections. Victaulic couplings shall be installed to permit flexing of the plumbing system and allow for quick removal of piping or valves for service. Tank

connections and remote plumbing shall use high-pressure flexible piping. Flexible hose couplings shall be threaded stainless steel or Victaulic connections.

- The fire pump and plumbing shall be hydrostatically tested.

VALVES

- All valves used in the plumbing installation shall be stainless steel quarter turn full flow type.
- The plumbing installation shall include quarter turn ball valves with local "on-valve" handle control.

HOSE THREADS

- The hose threads shall be National Hose Standard (NH) on all base threads on the apparatus intakes and discharges, unless otherwise specified.

TANK TO PUMP LINE INSTALLATION

- The 2.5" tank to pump line shall be installed with a flexible hump hose connection and stainless-steel clamps to the water tank. The valve shall be controlled with a manually operated handle directly on the valve.

WATER TANK FILL AND COOLING LINE

- One (1) 1" fire pump to water tank refill and bypass cooler line shall be provided. The pump to tank valve shall be a 1" full flow quarter turn ball valve with local control handle. A 1" flex hose shall be installed to the water tank.

2-1/2" DISCHARGE -- REAR

- One (1) 2-1/2" discharge shall be installed at the rear pump area, controlled by a quarter turn ball valve. The discharge shall have 2-1/2" NPT x 2-1/2" NH male hose threads. The discharge shall be equipped with 2-1/2" female x 1-1/2" Hard coated aluminum reducer, 1-1/2" cap and chain.

FRONT OF BODY DISCHARGES

- A 1.5" discharge shall be piped from the rear pump area to the front on the body and split into two (2) 1" discharges. A 1.5" master control valve shall be installed at the rear pump manifold area with direct control handle.
- The right and left sides of the front body area shall be equipped with two (2) manually operated 1" quarter turn ball valves for pre-connected 1" whip lines. The control valves shall be located at front of body (one each side) in walkway area of the body.
- Two (2) 1" x 10 feet long 300# working pressure hose whips with threaded couplings shall be installed at front of body, one each side, with securement device, Elkhart 1".

- **HOSE REEL** Two (2) Hannay steel hose reel (RED) shall be installed. The reel shall have leak proof ball bearing swing joint, adjustable friction brake, electric 12-volt rewind and manual crank rewind provisions. The reel shall be mounted on the right and left side rear corner. The hose reel shall have a capacity of 200 feet of lightweight hose. One (1) 1" discharge shall be piped from the fire pump to the hose reel with flexible high-pressure hose. The quarter turn ball valve shall be controlled on pump panel. Two (2) push buttons hose reel rewind control shall be installed adjacent the reel area. The hose reel and hose shall have 1" NH threads.
- **Nozzles and hose**

(2) Elkhart nozzles shall be supplied and 250' of lightweight reel hose.

Wrench set

Install a hydrant wrench and 2 spanner wrenches with holder near pump area.

ELECTRICAL

Wiring and battery cables are run the length of the body in 5/8" high temperature wire loom (-40F.to 300F) to the underside of the body. All 12-volt electrical equipment installed by the apparatus manufacturer will conform to modern automotive practices. All wiring will be high temperature crosslink type. Wiring will be run in loom or conduit where exposed and have grommets where wire passes through sheet metal. Automatic reset circuit breakers will be provided which conform to SAE Standards. Exterior exposed wire connectors will be positive locking, and environmentally sealed to withstand elements such as temperature extremes, moisture and automotive fluids. Electrical wiring and equipment will be installed utilizing the following guideline

- (1) Any electrical component that is installed in an exposed area will be mounted in a manner that will not allow moisture to accumulate in it. Exposed area is defined as any location outside of the cab or body.
- (3) Electrical components designed to be removed for maintenance will not be fastened with nuts and bolts. Metal screws will be used in mounting these devices. A coil of wire will be provided behind the appliance to allow them to be pulled away from mounting area for inspection and service work.
- (4) Corrosion preventative compound will be applied to all terminal plugs located outside of the cab or body. All non-waterproof connections will require this compound in the plug to prevent corrosion and for easy separation (of the plug).
- (5) All lights that have their sockets in a weather exposed area will have corrosion preventative compound added to the socket terminal area.

(6) All emergency light switches will be mounted on a separate panel installed in the cab. Individual switches will be provided to allow pre-selection of emergency lights. The light switches will be "rocker" type with an internal indicator light to show when switch is energized. All switches will be properly identified and mounted in a removable panel for ease in servicing.

Identification of the switches will be done by either printing or etching on the switch panel.

All lights and reflectors, required to comply with Federal Motor Vehicle Safety Standard #108, will be furnished. Rear identification lights will be recessed mounted for protection. Lights and wiring mounted in the rear bulkheads will be protected from damage

An operational test will be conducted to ensure that any equipment that is permanently attached to the electrical system is properly connected and in working order.

REAR LIGHTING

The rear stop/tail and directional lighting will consist of the following:

- four (4) red LED oval stop/tail/turn lights.
- Two (2) White oval LED backup lights.

All lights will be placed on the rear skirt of the apparatus

The four (4) clearance lights located at the rear will be installed per the following:

- LED Clearance Lights with protective guard
- To indicate the overall width of the vehicle.
- One (1) each side of the vertical centerline.
- All at the same height.
- As near the top as practical.
- To be visible from the rear and the side.
 - One (1) each side, facing the side.
 - One (1) each side, facing the rear

ELECTRONIC SIREN

A Show-Me Model: 30.2100, electronic siren with noise canceling microphone shall be provided. Siren head will be mounted in the console

SPEAKER

There shall be one Show-Me Model 30.0210, 100-watt, with black finish behind the grill guard.

EMERGENCY SWITCH PANEL

A Show-Me Model:05.6000 Switch panel for all emergency lights

UPPER WARNING LIGHT BAR

A Show-Me LED light bar shall be mounted in front of the headache rack within the protection area of the headache rack.

The length of the light bar shall be 48". All the lenses shall be clear.

The light bar shall include the following:

- Eight (8) LED modules in the front.
- Eight (8) LED modules in the rear.
- Three (3) LED angled modules at the corners.

All modules will be **RED**.

FRONT WARNING LIGHTING

Two (2) Show-Me Model: 12.5004 LED flashing lights shall be located at the following positions:

- Front hood grille, **red** on driver's side.
- Front hood grille, **red** on the passenger's side.

SIDE LOWER WARNING LIGHTING

Two (2) Show-Me, Model: 12.5004 LED flashing lights shall be provided in the following positions.

- Front bumper extension, **red** on driver's side.
- Front bumper extension, **red** on the passenger's side.

REAR LOWER WARNING LIGHTING

Two (2) Show-Me, Model: 12.5004 flashing lights shall be located at the following positions:

- Rear skirt face, **red** on driver's side.
- Rear skirt face, **red** on the passenger's side.

REAR UPPER WARNING LIGHTING

Four (4) Show-Me, Model: 12.5004 LED warning lights shall be located at the following positions:

- Rear upper body rails rear facing, one (1) each side, **red** on driver's side, **red** on the passenger's side.
- Rear upper body rails side facing, one (1) each side, **red** on driver's side, **red** on the passenger's side.

PERIMETER SCENE LIGHTS, CAB

There will be a total of Two (2) weatherproof light provided for each cab door. Lighting will be designed to provide illumination on cab area, which will be activated by a switch in the control panel.

The lighting will be capable of providing illumination at a minimum level of one (1) foot-candle on ground areas within 30.00" of the edge of the apparatus in areas which personnel climb in or out of the apparatus or descend from the apparatus to the ground level.

PERIMETER SCENE LIGHTS, BODY

There will be a total of Two (2) weatherproof work lights provided on the apparatus. Two (2) lights will be provided under the rear step area. The lights will be spaced one (1) each side of the apparatus and will have clear lenses.

The lighting will be capable of providing illumination at a minimum level of one (1) foot-candle on ground areas within 30.00" of the edge of the apparatus in areas designed for personnel to climb onto the apparatus or descend from the apparatus to the ground level.

The lights will be activated by a switch in the control panel.

COMPARTMENT LIGHTS

Two (2) High intensity LED compartment lights will be installed, one (1) each in the upper body storage compartments.

DOOR AJAR LIGHTS

A red light will be installed that indicates when a compartment door is open.

BACK UP ALARM

A Show-Me Model: 13.0030 back up alarm will be installed on the rear of the apparatus.

SCENE LIGHTS

Install (2) FRC single head LED Evolution scene lights on push up poles to be located on each side of cab on headache rack.

Striping

Striping will consist of a standard designed white stripe on the lower portion of the cab running from the front wheel well to the rear of cab. 6" NFPA chevron will cover appropriate areas of the rear of the vehicle. Lettering shall consist of up to 60 letters total on sides of the vehicle. Striping on the vehicle may vary depending on the manufacture body design.

Limited lifetime warranty on Poly tank
Standard warranty on Hale pump 3 years
Bed warranty 10 years material and workmanship
All other components covered by manufacture warranties
Truck to be built to meet or exceed NFPA 1906 standard
Components can be substituted with equal to or better at builder discretion



Proposal Invitation No. 571-18-Fire Service Apparatus Vehicles

(Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.¹)

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All trucks must comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. 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 and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the 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: Commercial Class "A" Pumpers and Tankers

Item No.	Short Description	Full Description	Base Model Price	State Brand and Model (include body, chassis and engine)	Options
1	2-Dr. Cab, 35000# GVW, 300 HP Automatic, A/C	2-Dr. Cab, 35000# GVW, 300 HP Automatic, A/C1250 GPM Pump, 750 gallon poly tank, 100 cu. Ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment, diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels.	\$238,010	E-One/Freightliner M2 Pumper 300 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
			\$241,213	E-One/International 4400 Pumper 300 HP	
			\$247,913	E-One/Kenworth T370 Pumper 380 HP	
			\$260,009	E-One/Peterbilt 348 Pumper 380 HP	
2	2-Dr. Cab, 35000# GVW, 350 HP Automatic, A/C	1500 GPM Pump, 750 gallon poly tank, 100 cu. Ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment, Diesel 350 HP engine, heavy duty cooling, 270 amp alternator, Allison HD series automatic transmission, Full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels.	\$248,108	E-One/Freightliner M2 Pumper 350 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
			\$251,150	E-One/International 4400 Pumper 350 HP	
			\$257,716	E-One/Kenworth T370 Pumper 380 HP	
			\$268,828	E-One/Peterbilt 348 Pumper 380 HP	

PROPOSAL NOTE:

1. Detailed specification sheets and a options pricelist must be submitted with proposal.



Proposal Invitation No. 571-18-Fire Service Apparatus Vehicles

(Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.¹)

Item No.	Short Description	Full Description	Base Price	State Brand and Model (include body, chassis and engine)	Options
3	2-Dr. Cab, 40000# GVW, 300 HP Automatic, A/C	1250 GPM Pump, 1500 gallon poly tank, 100 cu. Ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment, Diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, Full air brakes, 12.0 copressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2 door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels.	\$263,310 \$261,136 \$ <u>268,550</u> \$280,630	E-One/Freightliner M2 Tanker 300 HP E-One/International 7400 Tanker 300 HP E-One/Kenworth T370 Tanker 380 HP E-One/Peterbilt 348 Tanker 380 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
4	2-Dr. Cab, 54000# GVW, 350 HP Automatic, A/C	1500 GPM Pump, 2500 gallon poly tank, 100 cu. Ft. compartment space, side mount pump panel, rear Newton electric dump, NFPA 1901, all manufacturer's standard equipment, diesel 350 HP engine, heavy duty cooling, 270 amp alternator, Allison HD series automatic transmission, full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels.	\$295,889 \$290,107 \$ <u>305,215</u> \$315,683	E-One/Freightliner M2 Tanker 350 HP E-One/International 7400 Tanker 350 HP E-One/Kenworth T370 Tanker 380 HP E-One/Peterbilt 348 Tanker 380 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
5	2-Dr. Cab, 35000# GVW, 300 HP Automatic, A/C	1250 GPM Pump, 750 gallon poly tank, 100 cu. Ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment.	\$250,530 \$ <u>249,441</u>	E-One/Freightliner M2 Pumper 300 HP E-One/International 4400 Pumper 300 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

PROPOSAL NOTE:

1. Detailed specification sheets and a options pricelist must be submitted with proposal.



Proposal Invitation No. 571-18-Fire Service Apparatus Vehicles

(Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.¹)

Item No.	Short Description	Full Description	Base Price	State Brand and Model (include body, chassis and engine)	Options
6	4-Dr. Cab, 35000# GVW, 300 HP, Automatic, A/C	1250 GPM Pump, 750 gallon poly tank, 100 cu. Ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment.	\$250,530 \$ <u>\$249,441</u>	E-One/Freightliner M2 Pumper 300 HP E-One/International 4400 Pumper 300 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
Section II: Custom Cab Class "A" Pumpers and Tankers					
7	Custom MFD tilt 4-Dr. Cab, 330 HP Automatic, A/C	1250 GPM Pump, 750 gallon poly tank, 100 cu. Ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment.	\$ <u>\$352,646</u>	E-One Typhoon L9 330 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
8	Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C	1500 GPM Pump, 750 gallon poly tank, 100 cu. Ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment.	\$ <u>\$400,324</u>	E-One Cyclone II L9 400 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

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Proposal Invitation No. 571-18-Fire Service Apparatus Vehicles

(Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.¹)

Item No.	Short Description	Full Description	Base Price	State Brand and Model (include body, chassis and engine)	Options
9	Custom MFD tilt 4-Dr. Cab, 330 HP Automatic, A/C	1250 GPM Pump, 750 gallon poly tank, 200 cu. Ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment.	\$ <u>\$379,160</u>	E-One Typhoon L9 330 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
10	Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C	1500 GPM Pump, 750 gallon poly tank, 200 cu. Ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment.	\$ <u>\$421,334</u>	E-One Cyclone II L9 400 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
11	Custom MFD tilt 4-Dr. Cab, 330 HP Automatic, A/C	1250 GPM Pump, 1500 gallon poly tank, 100 cu. Ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment.	\$ <u>\$370,531</u>	E-One Typhoon L9 330 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
12	Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C	1500 GPM Pump, 1500 gallon poly tank, 100 cu. Ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment.	\$ <u>\$419,222</u>	E-One Cyclone II L9 400 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

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Proposal Invitation No. 571-18-Fire Service Apparatus Vehicles

(Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.¹)

Item No.	Short Description	Full Description	Base Price	State Brand and Model (include body, chassis and engine)	Options
13	Custom MFD tilt 4-Dr. Cab, 330 HP Automatic, A/C	1250 GPM Pump, 2500 gallon poly tank, 100 cu. Ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment.	\$ <u>\$415,435</u>	E-One Typhoon L9 330 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
14	Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C	1500 GPM Pump, 2500 gallon poly tank, 100 cu. Ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment.	\$ <u>\$453,947</u>	E-One Typhoon L9 400 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
15	Custom MFD tilt 4-Dr. Cab, 400 HP Automatic, A/C	1500 GPM Pump, 3000 gallon elliptical tank, 60 cu. Ft. compartment space, side mount pump panel, (2) side and (1) rear Newton electric dump, NFPA 1901, all manufacturer's standard equipment.	\$ No Bid	No Bid	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
Section III: Aerial Ladder and Aerial Platform Devices					
16	Custom MFD tilt, 4-Dr. Cab, 330 HP Automatic, A/C	1500 GPM Pump, 400 gallon poly tank, 150 cu. Ft. compartment space, single axle body, 75' aerial ladder rear mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment.	\$ <u>\$628,980</u>	E-One Typhoon HP75 L9 450 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

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Proposal Invitation No. 571-18-Fire Service Apparatus Vehicles

(Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.¹)

Item No.	Short Description	Full Description	Base Price	State Brand and Model (include body, chassis and engine)	Options
17	Custom MFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C	1500 GPM Pump, 400 gallon poly tank, 150 cu. Ft. compartment space, single axle body, 75' aerial ladder rear mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment.	\$ <u>\$707,631</u>	E-One Cyclone II HP78 L9 450 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
18	Custom MFD tilt, 4-Dr. Cab, 400 hHP Automatic, A/C	1500 GPM Pump, 300 gallon poly tank, 150 cu. Ft. compartment space, tandem axle, 100' aerial ladder rear mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment.	\$ <u>\$920,790</u> \$ <u>\$927,241</u>	E-One Cyclone II HP100 Ladder ISX 500 HP E-One Cyclone II HPS105 Ladder ISX 500 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
19	Custom MFD tilt 4-Dr. Cab, 400 HP, Automatic, A/C	1500 GPM Pump, 300 gallon poly tank, 150 cu. Ft. compartment space, tandem axle, 85' to 95' aerial ladder platform rear mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment.	\$ <u>\$998,501</u>	E-One Cyclone II HP95 Platform ISX 500 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
20	Custom MFD tilt, 4-Dr. Cab, 400 HP, Automatic, A/C	1500 GPM Pump, 300 gallon poly tank, 150 cu. Ft. compartment space, tandem axle, 100'+ aerial ladder platform rear mount, NFPA 1901, all manufacturer's standard equipment.	\$ <u>\$1,058,281</u> \$ <u>\$1,057,861</u>	E-One Cyclone II HP100 Platform ISX 500 HP E-One Cyclone II HPS100 Platform ISX 500 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
21	Custom MFD tilt, 4-Dr. Cab, 400 HP, Automatic, A/C	1500 GPM Pump, 200 gallon poly tank, maximum compartment space, tandem axle, 100'+ aerial platform articulating style, NFPA 1901, all manufacturer's standard equipment.	\$ <u>\$1,341,135</u>	E-One Cyclone II RLP 116+ Bronto ISX 500 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

PROPOSAL NOTE:

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Proposal Invitation No. 571-18-Fire Service Apparatus Vehicles

(Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.¹⁾)

Item No.	Short Description	Full Description	Base Price	State Brand and Model (Include body, chassis and engine)	Options
22	Custom MFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C	1500 GPM Pump, 400 gallon poly tank, 150 cu. Ft. compartment space, single axle body, 75' aerial ladder mid-mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment.	\$ No Bid	No Bid	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
23	Custom MFD tilt, 4-Dr. Cab, 400 HP, Automatic, A/C	1500 GPM Pump, 300 gallon poly tank, 150 cu. Ft. compartment space, tandem axle, 100' aerial ladder mid-mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment.	\$ No Bid	No Bid	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
24	Custom MFD tilt, 4-Dr. Cab, 400 HP, Automatic, A/C	1500 GPM Pump, 300 gallon poly tank, 150 cu. Ft. compartment space, single axle, 70-85' aerial ladder platform mid-mount, NFPA 1901, all manufacturer's standard equipment.	\$ No Bid	No Bid	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
25	Custom MFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C	1500 GPM Pump, 300 gallon poly tank, 150 cu. Ft. compartment spae, tandem axle, 85' to 95' aerial ladder platform mid-mount, NFPA 1901, all manufacturer's standard equipment.	\$ \$1,113,349	E-One Cyclone II HP95 Mid Mount Platform ISX 500 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
26	Custom MFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C	1500 GPM Pump, 300 gallon poly tank, 150 cu. Ft. compartment space, tandem axle, 100'+ aerial ladder platform midmount, NFPA 1901, all manufacturer's standard equipment.	\$ No Bid	No Bid	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

PROPOSAL NOTE:

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Proposal Invitation No. 571-18-Fire Service Apparatus Vehicles

(Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.¹)

Section IV: Rescue Vehicles, Non-Walk-In Style					
Item No.	Short Description	Full Description	Base Price	State Brand and Model (include body, chassis and engine)	Options
27	2-Dr. Cab, 35000# GVW, 300 HP Automatic, A/C	Non Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays, diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels.	\$258,223	E-One/International 4400 NWR Rescue 300 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
			\$252,149	E-One/Freightliner M2 NWR Rescue 300 HP	
			\$317,765	Kenworth T370 NWR Rescue 380 HP	
			\$272,813	Peterbuilt 348 NWR Rescue 380 HP	
28	4 Dr. Cab, 35000# GVW, 300 HP, Automatic, A/C	Non Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays, diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 4-door with individual air ride driver seat, SCBA high back officer seat, 3 SCBA high back crew seats with SCBA brackets west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels.	\$264,437 \$263,130	E-One/International 4400 NWR Rescue 300 HP E-One/Freightliner M2 NWR Rescue 300 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
29	Custom MFD tilt, 4-Dr. Cab, 330 HP, Automatic, A/C, Raised Roof	Non Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays.	\$377,348	E-One Typhoon NWR Rescue 350 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

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Proposal Invitation No. 571-18-Fire Service Apparatus Vehicles

(Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.¹)

Item No.	Short Description	Full Description	Base Price	State Brand and Model (include body, chassis and engine)	Options
30	Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C, Raised Roof	Non Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays.	\$ <u>\$394,492</u>	E-One Typhoon NWR Rescue 400 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
31	2-Dr. Cab, 60" cab to axle, A/C	Non Walk-In 10' Light Duty rescue, maximum compartment space, 5Kw Honda generator, roll up doors, 4 shelves, 2 roll out trays, 12,500# GVW, 250 HP diesel engine, heavy duty cooling, dual 110 amp alternator, automatic transmission, power disc front and rear brakes, standard frame, chrome front bumper, minimum 30 gallon fuel tank, 2 door cab with bench seat, mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel disc wheels.	\$ No Bid	No Bid	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
32	2-Dr. Cab, 84" cab to axle, A/C	Non Walk-In 12' Light Duty rescue, maximum compartment space, 5Kw Honda generator, roll up doors, 4 shelves, 2 roll out trays, 12500# GVW, 250 HP diesel engine, heavy duty cooling, dual 110 amp alternator, automatic transmission, power disc front and rear brakes, standard frame, chrome front bumper, minimum 30 gallon fuel tank, 2-door cab with bench seat, mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel disc wheels.	\$ <u>\$162,684</u>	Ford F550 Non Walk- In Rescue	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

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Proposal Invitation No. 571-18-Fire Service Apparatus Vehicles

(Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.¹)

Item No.	Short Description	Full Description	Base Price	State Brand and Model (include body, chassis and engine)	Options
Section V: Rescue Vehicles, Walk-In Style					
33	2-Dr. Cab, 35000# GVW, 300 HP Automatic, A/C	Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays, diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, Full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels.	\$262,848 \$259,251 \$ <u>324,553</u> \$280,019	E-One/International 4400 WIR Rescue 300 HP E-One/Freightliner M2 WIR Rescue 300 HP E-One/Kenworth T370 WIR Rescue 380 HP E-One/E-One/Peterbilt 348 WIR Rescue 380 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
34	4-Dr. Cab, 35000# GVW, 300 HP, Automatic, A/C	Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays, diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, Full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 4-door with individual air ride driver seat, SCBA high back officer seat, 3 SCBA high back crew seats with SCBA brackets west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels.	\$271,392 \$ <u>273,000</u>	E-One/International 4400 Walk-In Rescue 300 HP E-One/Freightliner M2 Walk-In Rescue 300 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
35	Custom MFD tilt, 4-Dr. Cab, 330 HP Automatic, A/C, Raised Roof	Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays.	\$ <u>\$395,403</u>	E-One Typhoon Walk-In Rescue 350 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
36	Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C, Raised Roof	Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays.	\$ <u>\$421,424</u>	E-One Cyclone II Walk-In Rescue 350 HP	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

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Proposal Invitation No. 571-18-Fire Service Apparatus Vehicles

(Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.¹)

Item No.	Short Description	Full Description	Base Price	State Brand and Model (Include body, chassis and engine)	Options
37	2-Dr. Cab, 84" cab to axle, A/C	Walk-In 12' Light Duty rescue, maximum compartment space, 5Kw Honda generator, roll up doors, 4 shelves, 2 roll out trays, 15,000# GVW, 250 HP diesel engine, heavy duty cooling, duel 110 amp alternator, automatic transmission, power disc front and rear brakes, standard frame, chrome front bumper, minimum 30 gallon fuel tank, 2-door cab with bench seat, mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel disc wheels.	\$ No Bid	No Bid	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
38	2-Dr. Cab, 170" cab to axle, A/C	Walk-In 14' Light Duty rescue, maximum compartment space, 5Kw Honda generator, roll up doors, 4 shelves, 2 roll out trays, 20,000# GVW, diesel 240 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, Full air brakes, 12.0 compressor, steel channel frame, 170" cab to axle, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel disc wheels.	\$ No Bid	No Bid	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
Section VI: Quick Attack and Brush Type Vehicles					
39	2-Dr. Cab, 4x2, 60" C/A, A/C, 15,000# GVW	Aluminum body, maximum compartment space, 300-340 gallon poly tank, booster reel with hose, 26HP diesel powered pump.	\$ 121,164	Lone Star Brush Truck Ford F550	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
40	2-Dr. Cab, 4x4, 60" C/A, A/C, 15,000# GVW	Aluminum body, maximum compartment space, 300-340 gallon poly tank, booster reel with hose, 26HP diesel powered pump.	\$ No Bid	No Bid	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

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Item No.	Short Description	Full Description	Base Price	State Brand and Model (include body, chassis and engine)	Options
41	2-Dr. Cab, 4x4, 60" C/A, A/C, 15,000# GVW	Aluminum body, maximum compartment space, 300 gallon poly tank, booster reel with hose, 26HP diesel powered pump, CAFS foam system with FoamPro 1600 or equal, 20 gallon foam cell.	\$ No Bid	No Bid	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
42	2-Dr. Cab, 4x2, 17500# GVW, 275 HP Diesel	Aluminum Body, 500 gallon poly tank, booster reel with hose, 100 gpm pump.	\$ No Bid	No bid	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
43	4-Dr. Cab, 4x4, 17500# GVW, 275 HP Diesel, manual transmission	Aluminum Body, maximum compartment space, 250 gallon poly tank, 500 gpm PTO pump.	\$ No Bid	No bid	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
44	2-Dr. Cab, 4x4, 17500# GVW, 275 HP Diesel, manual transmission	Aluminum body, maximum compartment space, 300 gallon poly tank, 500 gpm pump.	\$ No Bid	No Bid	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

PROPOSAL NOTE:

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Proposal Invitation No. 571-18-Fire Service Apparatus Vehicles

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Item No.	Short Description	Full Description	Base Price	State Brand and Model (include body, chassis and engine)	Options
45	2-Dr. Cab, 4x2, 300 HP, Automatic, A/c	Aluminum Body, maximum compartment space, 500 gallon poly tank, 50 gallon foam, booster reel with hose, 400 gpm diesel driven pump with FoamPro 2100 system or equal.	\$ No Bid	No Bid	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Section VII: OPTIONAL EQUIPMENT and PARTS- Options will be selected by the Cooperative member at the time of order. A COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND PARTS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist	Exceptions to Discount
46	Discount (%) Off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off catalog/pricelist for all Original Equipment Manufacturer (OEM) Options. Catalog/Pricelist MUST be included or proposal will not be considered.	0 %		
47	Discount (%) Off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off catalog/pricelist for all Third Party (not OEM) and Unpublished Options and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.	0 %		

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(Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.¹)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist	Exceptions to Discount
48	Discount (%) Off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Parts	Please state the discount (%) off catalog/pricelist for all Original Equipment Manufacturer (OEM) Parts . Catalog/Pricelist MUST be included or proposal will not be considered.	0 %		
49	Discount (%) Off Catalog/Pricelist for Extended Service Maintenance Agreements	Please state the discount (%) off catalog/pricelist for all Extended Service Maintenance Agreements . Catalog/Pricelist MUST be included or proposal will not be considered.	0 %		
50	Discount (%) Off Catalog/Pricelist for Floor Plan Insurance and Lot Insurance	Please state the discount (%) off catalog/pricelist for Floor Plan Insurance and Lot Insurance (dealer inventory fire service apparatus vehicle). Catalog/Pricelist MUST be included or proposal will not be considered.	0 %		
51	Discount (%) Off Catalog/Pricelist for Other Fire Apparatus Products and Services	Please state the discount (%) off catalog/pricelist for all Other Fire Apparatus Products and Services (refurbishing, modification, uplifting, remounting services and equipment). Catalog/Pricelist MUST be included or proposal will not be considered.	0 %		

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Section VIII: Delivery Fees and Labor Rate for Installation and Repair Service of Fire Service Apparatus Vehicles					
Item No.	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
52	Not to Exceed Hourly Labor Rate for Installation and Repair Service of Fire Apparatus Equipment and Products	Hourly Labor Rate for Installation and Repair Service of Fire Apparatus Equipment and Products -- State the <u>Not to Exceed</u> hourly labor rate for Installation/Repair Service of Equipment and Products.	\$ <u>N/A</u> /Hour		
53	Per Mile Delivery Fee for Fire Service Apparatus Vehicles	Per Mile Delivery Fee for Fire Apparatus -- State the per mile delivery fee for fire service apparatus vehicles.	\$ <u>Included</u> /Mile		

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Proposal Invitation No. 571-18-Fire Service Apparatus Vehicles

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NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All trucks must comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. 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 and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the 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: Commercial Class "A" Pumpers and Tankers

Item No.	Short Description	Full Description	Base Model Price	State Brand and Model (include body, chassis and engine)	Options
1	2-Dr. Cab, 35000# GVW, 300 HP Automatic, A/C	2-Dr. Cab, 35000# GVW, 300 HP Automatic, A/C1250 GPM Pump, 750 gallon poly tank, 100 cu. Ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment, diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels.	\$ 258,210.00	Ferrara P1001, 2-door Freightliner Chassis w/ Cummins L9 350 Engine.	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
2	2-Dr. Cab, 35000# GVW, 350 HP Automatic, A/C	1500 GPM Pump, 750 gallon poly tank, 100 cu. Ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment, Diesel 350 HP engine, heavy duty cooling, 270 amp alternator, Allison HD series automatic transmission, Full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels.	\$ N/P		Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

PROPOSAL NOTE:

1. Detailed specification sheets and a options pricelist must be submitted with proposal.



Proposal Invitation No. 571-18-Fire Service Apparatus Vehicles

(Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.¹)

Item No.	Short Description	Full Description	Base Price	State Brand and Model (include body, chassis and engine)	Options
3	2-Dr. Cab, 40000# GVW, 300 HP Automatic, A/C	1250 GPM Pump, 1500 gallon poly tank, 100 cu. Ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment, Diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, Full air brakes, 12.0 copressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2 door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels.	\$ <u>N/P</u>		Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
4	2-Dr. Cab, 54000# GVW, 350 HP Automatic, A/C	1500 GPM Pump, 2500 gallon poly tank, 100 cu. Ft. compartment space, side mount pump panel, rear Newton electric dump, NFPA 1901, all manufacturer's standard equipment, diesel 350 HP engine, heavy duty cooling, 270 amp alternator, Allison HD series automatic transmission, full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels.	\$ <u>N/P</u>		Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
5	2-Dr. Cab, 35000# GVW, 300 HP Automatic, A/C	1250 GPM Pump, 750 gallon poly tank, 100 cu. Ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment.	\$ <u>267,468.00</u>	Ferrara P1001, 2-door International Chassis w/ Cummins L9 330 Engine.	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

PROPOSAL NOTE:

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Proposal Invitation No. 571-18-Fire Service Apparatus Vehicles

(Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.¹)

Item No.	Short Description	Full Description	Base Price	State Brand and Model (include body, chassis and engine)	Options
6	4-Dr. Cab, 35000# GVW, 300 HP, Automatic, A/C	1250 GPM Pump, 750 gallon poly tank, 100 cu. Ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment.	\$ 273,034.00	Ferrara P1001, 4-door Freightliner Chassis w/ Cummins L9 350 Engine.	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
Section II: Custom Cab Class "A" Pumpers and Tankers					
7	Custom MFD tilt 4-Dr. Cab, 330 HP Automatic, A/C	1250 GPM Pump, 750 gallon poly tank, 100 cu. Ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment.	\$ 392,138.00 7A: \$408,032.00 7B: \$430,596.00	Item 7: Cinder Custom Pumper. Item 7A: Igniter Custom Pumper. Item 7B: Inferno Custom Pumper. All with Cummins Engine.	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
8	Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C	1500 GPM Pump, 750 gallon poly tank, 100 cu. Ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment.	\$ N/P		Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

PROPOSAL NOTE:

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Proposal Invitation No. 571-18-Fire Service Apparatus Vehicles

(Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.¹)

Item No.	Short Description	Full Description	Base Price	State Brand and Model (include body, chassis and engine)	Options
9	Custom MFD tilt 4-Dr. Cab, 330 HP Automatic, A/C	1250 GPM Pump, 750 gallon poly tank, 200 cu. Ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment.	\$ <u>N/P</u>		Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
10	Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C	1500 GPM Pump, 750 gallon poly tank, 200 cu. Ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment.	\$ <u>N/P</u>		Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
11	Custom MFD tilt 4-Dr. Cab, 330 HP Automatic, A/C	1250 GPM Pump, 1500 gallon poly tank, 100 cu. Ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment.	\$ <u>N/P</u>		Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
12	Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C	1500 GPM Pump, 1500 gallon poly tank, 100 cu. Ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment.	\$ <u>N/P</u>		Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

PROPOSAL NOTE:

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Proposal Invitation No. 571-18-Fire Service Apparatus Vehicles

(Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.¹)

Item No.	Short Description	Full Description	Base Price	State Brand and Model (include body, chassis and engine)	Options
13	Custom MFD tilt 4-Dr. Cab, 330 HP Automatic, A/C	1250 GPM Pump, 2500 gallon poly tank, 100 cu. Ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment.	\$ <u>N/P</u>		Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
14	Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C	1500 GPM Pump, 2500 gallon poly tank, 100 cu. Ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment.	\$ <u>N/P</u>		Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
15	Custom MFD tilt 4-Dr. Cab, 400 HP Automatic, A/C	1500 GPM Pump, 3000 gallon elliptical tank, 60 cu. Ft. compartment space, side mount pump panel, (2) side and (1) rear Newton electric dump, NFPA 1901, all manufacturer's standard equipment.	\$ <u>N/P</u>		Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
Section III: Aerial Ladder and Aerial Platform Devices					
16	Custom MFD tilt, 4-Dr. Cab, 330 HP Automatic, A/C	1500 GPM Pump, 400 gallon poly tank, 150 cu. Ft. compartment space, single axle body, 75' aerial ladder rear mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment.	\$ <u>N/P</u>		Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

PROPOSAL NOTE:

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Proposal Invitation No. 571-18-Fire Service Apparatus Vehicles

(Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.¹)

Item No.	Short Description	Full Description	Base Price	State Brand and Model (include body, chassis and engine)	Options
17	Custom MFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C	1500 GPM Pump, 400 gallon poly tank, 150 cu. Ft. compartment space, single axle body, 75' aerial ladder rear mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment.	\$ 779,205.00 16A: \$792,235.00 16B: \$814,860.00	Item 16: Cinder HD77, 77' Rear Mount Ladder, Cummins Item 16A: Igniter HD77, 77' Rear Mount Ladder, Cummins Item 16B: Inferno HD77, 77' Rear Mount Ladder, Cummins	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
18	Custom MFD tilt, 4-Dr. Cab, 400 hHP Automatic, A/C	1500 GPM Pump, 300 gallon poly tank, 150 cu. Ft. compartment space, tandem axle, 100' aerial ladder rear mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment.	\$ 962,749.00	Inferno HD107, 107' Rear Mount Ladder w/Cummins Engine.	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
19	Custom MFD tilt 4-Dr. Cab, 400 HP, Automatic, A/C	1500 GPM Pump, 300 gallon poly tank, 150 cu. Ft. compartment space, tandem axle, 85' to 95' aerial ladder platform rear mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment.	\$ N/P		Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
20	Custom MFD tilt, 4-Dr. Cab, 400 HP, Automatic, A/C	1500 GPM Pump, 300 gallon poly tank, 150 cu. Ft. compartment space, tandem axle, 100'+ aerial ladder platform rear mount, NFPA 1901, all manufacturer's standard equipment.	\$ 1,084,070.00	Inferno HD100, 100' Rear Mount Platform w/Cummins Engine.	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
21	Custom MFD tilt, 4-Dr. Cab, 400 HP, Automatic, A/C	1500 GPM Pump, 200 gallon poly tank, maximum compartment space, tandem axle, 100'+ aerial platform articulating style, NFPA 1901, all manufacturer's standard equipment.	\$ N/P		Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

PROPOSAL NOTE:

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Proposal Invitation No. 571-18-Fire Service Apparatus Vehicles

(Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.¹⁾)

Item No.	Short Description	Full Description	Base Price	State Brand and Model (include body, chassis and engine)	Options
22	Custom MFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C	1500 GPM Pump, 400 gallon poly tank, 150 cu. Ft. compartment space, single axle body, 75' aerial ladder mid-mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment.	\$ <u>N/P</u>		Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
23	Custom MFD tilt, 4-Dr. Cab, 400 HP, Automatic, A/C	1500 GPM Pump, 300 gallon poly tank, 150 cu. Ft. compartment space, tandem axle, 100' aerial ladder mid-mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment.	\$ <u>996,329.00</u>	Inferno HD100, 100' Mid Mount Ladder w/Cummins Engine.	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
24	Custom MFD tilt, 4-Dr. Cab, 400 HP, Automatic, A/C	1500 GPM Pump, 300 gallon poly tank, 150 cu. Ft. compartment space, single axle, 70-85' aerial ladder platform mid-mount, NFPA 1901, all manufacturer's standard equipment.	\$ <u>N/P</u>		Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
25	Custom MFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C	1500 GPM Pump, 300 gallon poly tank, 150 cu. Ft. compartment spae, tandem axle, 85' to 95' aerial ladder platform mid-mount, NFPA 1901, all manufacturer's standard equipment.	\$ <u>N/P</u>		Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
26	Custom MFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C	1500 GPM Pump, 300 gallon poly tank, 150 cu. Ft. compartment space, tandem axle, 100'+ aerial ladder platform midmount, NFPA 1901, all manufacturer's standard equipment.	\$ <u>1,176,956.00</u>	Inferno HD100, 100' Mid Mount Platform with Cummins Engine.	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

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Proposal Invitation No. 571-18-Fire Service Apparatus Vehicles

(Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.¹)

Section IV: Rescue Vehicles, Non-Walk-In Style					
Item No.	Short Description	Full Description	Base Price	State Brand and Model (include body, chassis and engine)	Options
27	2-Dr. Cab, 35000# GVW, 300 HP Automatic, A/C	Non Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays, diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels.	\$ 180,192.00	Ferrara 2-Door Freightliner, 16' Non Walk In Rescue w/Cummins Engine.	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
28	4 Dr. Cab, 35000# GVW, 300 HP, Automatic, A/C	Non Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays, diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 4-door with individual air ride driver seat, SCBA high back officer seat, 3 SCBA high back crew seats with SCBA brackets west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels.	\$ 193,337.00	Ferrara 4-Door Freightliner, 16' Non Walk In Rescue w/Cummins Engine.	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
29	Custom MFD tilt, 4-Dr. Cab, 330 HP, Automatic, A/C, Raised Roof	Non Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays.	\$ 329,447.00 29A: \$343,358.00 29B: \$367,904.00	Item 29: Cinder 16' Non Walk in Rescue. Item 29A: Igniter 16' Non Walk In Rescue. Item 29B: Inferno 16' Non Walk In Rescue. All with Cummins Engines.	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

PROPOSAL NOTE:

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Proposal Invitation No. 571-18-Fire Service Apparatus Vehicles

(Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.¹)

Item No.	Short Description	Full Description	Base Price	State Brand and Model (include body, chassis and engine)	Options
30	Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C, Raised Roof	Non Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays.	\$ <u>N/P</u>		Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
31	2-Dr. Cab, 60" cab to axle, A/C	Non Walk-In 10' Light Duty rescue, maximum compartment space, 5Kw Honda generator, roll up doors, 4 shelves, 2 roll out trays, 12,500# GVW, 250 HP diesel engine, heavy duty cooling, dual 110 amp alternator, automatic transmission, power disc front and rear brakes, standard frame, chrome front bumper, minimum 30 gallon fuel tank, 2 door cab with bench seat, mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel disc wheels.	\$ <u>N/P</u>		Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
32	2-Dr. Cab, 84" cab to axle, A/C	Non Walk-In 12' Light Duty rescue, maximum compartment space, 5Kw Honda generator, roll up doors, 4 shelves, 2 roll out trays, 12500# GVW, 250 HP diesel engine, heavy duty cooling, dual 110 amp alternator, automatic transmission, power disc front and rear brakes, standard frame, chrome front bumper, minimum 30 gallon fuel tank, 2-door cab with bench seat, mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel disc wheels.	\$ <u>148,592.00</u>	Ford F550 2-Door, 12' Non Walk In Rescue w/Ford Engine.	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

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Proposal Invitation No. 571-18-Fire Service Apparatus Vehicles

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Item No.	Short Description	Full Description	Base Price	State Brand and Model (include body, chassis and engine)	Options
Section V: Rescue Vehicles, Walk-In Style					
33	2-Dr. Cab, 35000# GVW, 300 HP Automatic, A/C	Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays, diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, Full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels.	\$ 207,047.00	Ferrara 2-Door Freightliner, 16' Walk In Rescue w/Cummins Engine.	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
34	4-Dr. Cab, 35000# GVW, 300 HP, Automatic, A/C	Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays, diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, Full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 4-door with individual air ride driver seat, SCBA high back officer seat, 3 SCBA high back crew seats with SCBA brackets west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels.	\$ 219,897.00	Ferrara 4-Door Freightliner, 16' Walk In Rescue w/Cummins Engine.	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
35	Custom MFD tilt, 4-Dr. Cab, 330 HP Automatic, A/C, Raised Roof	Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays.	\$ 371,254.00 35A: \$385,166.00 35B: \$409,712.00	Item 35: Cinder 16' Walk in Rescue. Cummins Engine. Item 35A: Igniter 16' Walk In Rescue. Cummins Engine. Item 35B: Inferno 16' Walk In Rescue. Cummins Engine.	Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
36	Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C, Raised Roof	Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays.	\$ N/P		Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

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(Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.¹)

Item No.	Short Description	Full Description	Base Price	State Brand and Model (include body, chassis and engine)	Options
37	2-Dr. Cab, 84" cab to axle, A/C	Walk-In 12' Light Duty rescue, maximum compartment space, 5Kw Honda generator, roll up doors, 4 shelves, 2 roll out trays, 15,000# GVW, 250 HP diesel engine, heavy duty cooling, duel 110 amp alternator, automatic transmission, power disc front and rear brakes, standard frame, chrome front bumper, minimum 30 gallon fuel tank, 2-door cab with bench seat, mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel disc wheels.	\$ <u>N/P</u>		Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
38	2-Dr. Cab, 170" cab to axle, A/C	Walk-In 14' Light Duty rescue, maximum compartment space, 5Kw Honda generator, roll up doors, 4 shelves, 2 roll out trays, 20,000# GVW, diesel 240 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, Full air brakes, 12.0 compressor, steel channel frame, 170" cab to axle, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel disc wheels.	\$ <u>N/P</u>		Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
Section VI: Quick Attack and Brush Type Vehicles					
39	2-Dr. Cab, 4x2, 60" C/A, A/C, 15,000# GVW	Aluminum body, maximum compartment space, 300-340 gallon poly tank, booster reel with hose, 26HP diesel powered pump.	\$ <u>N/P</u>		Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
40	2-Dr. Cab, 4x4, 60" C/A, A/C, 15,000# GVW	Aluminum body, maximum compartment space, 300-340 gallon poly tank, booster reel with hose, 26HP diesel powered pump.	\$ <u>N/P</u>		Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

PROPOSAL NOTE:

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Proposal Invitation No. 571-18-Fire Service Apparatus Vehicles

(Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.¹)

Item No.	Short Description	Full Description	Base Price	State Brand and Model (include body, chassis and engine)	Options
41	2-Dr. Cab, 4x4, 60" C/A, A/C, 15,000# GVW	Aluminum body, maximum compartment space, 300 gallon poly tank, booster reel with hose, 26HP diesel powered pump, CAFS foam system with FoamPro 1600 or equal, 20 gallon foam cell.	\$ <u>N/P</u>		Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
42	2-Dr. Cab, 4x2, 17500# GVW, 275 HP Diesel	Aluminum Body, 500 gallon poly tank, booster reel with hose, 100 gpm pump.	\$ <u>N/P</u>		Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
43	4-Dr. Cab, 4x4, 17500# GVW, 275 HP Diesel, manual transmission	Aluminum Body, maximum compartment space, 250 gallon poly tank, 500 gpm PTO pump.	\$ <u>N/P</u>		Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
44	2-Dr. Cab, 4x4, 17500# GVW, 275 HP Diesel, manual transmission	Aluminum body, maximum compartment space, 300 gallon poly tank, 500 gpm pump.	\$ <u>N/P</u>		Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

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Item No.	Short Description	Full Description	Base Price	State Brand and Model (include body, chassis and engine)	Options
45	2-Dr. Cab, 4x2, 300 HP, Automatic, A/c	Aluminum Body, maximum compartment space, 500 gallon poly tank, 50 gallon foam, booster reel with hose, 400 gpm diesel driven pump with FoamPro 2100 system or equal.	\$ <u>N/P</u>		Attach separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
Section VII: OPTIONAL EQUIPMENT and PARTS- Options will be selected by the Cooperative member at the time of order. A COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND PARTS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!					
Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist	Exceptions to Discount
46	Discount (%) Off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off catalog/pricelist for all Original Equipment Manufacturer (OEM) Options. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>0</u> %		
47	Discount (%) Off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off catalog/pricelist for all Third Party (not OEM) and Unpublished Options and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>0</u> %		

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Proposal Invitation No. 571-18-Fire Service Apparatus Vehicles

(Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.¹)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist	Exceptions to Discount
48	Discount (%) Off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Parts	Please state the discount (%) off catalog/pricelist for all Original Equipment Manufacturer (OEM) Parts . Catalog/Pricelist MUST be included or proposal will not be considered.	0 %		
49	Discount (%) Off Catalog/Pricelist for Extended Service Maintenance Agreements	Please state the discount (%) off catalog/pricelist for all Extended Service Maintenance Agreements . Catalog/Pricelist MUST be included or proposal will not be considered.	0 %		
50	Discount (%) Off Catalog/Pricelist for Floor Plan Insurance and Lot Insurance	Please state the discount (%) off catalog/pricelist for Floor Plan Insurance and Lot Insurance (dealer inventory fire service apparatus vehicle). Catalog/Pricelist MUST be included or proposal will not be considered.	0 %		
51	Discount (%) Off Catalog/Pricelist for Other Fire Apparatus Products and Services	Please state the discount (%) off catalog/pricelist for all Other Fire Apparatus Products and Services (refurbishing, modification, uplifting, remounting services and equipment). Catalog/Pricelist MUST be included or proposal will not be considered.	0 %		

PROPOSAL NOTE:

1. Detailed specification sheets and a options pricelist must be submitted with proposal.



Proposal Invitation No. 571-18-Fire Service Apparatus Vehicles

(Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.¹)

Section VIII: Delivery Fees and Labor Rate for Installation and Repair Service of Fire Service Apparatus Vehicles					
Item No.	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
52	Not to Exceed Hourly Labor Rate for Installation and Repair Service of Fire Apparatus Equipment and Products	Hourly Labor Rate for Installation and Repair Service of Fire Apparatus Equipment and Products -- State the Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.	\$ <u>N/A</u> /Hour		
53	Per Mile Delivery Fee for Fire Service Apparatus Vehicles	Per Mile Delivery Fee for Fire Apparatus -- State the per mile delivery fee for fire service apparatus vehicles.	\$ <u>Included</u> /Mile		

PROPOSAL NOTE:

1. Detailed specification sheets and a options pricelist must be submitted with proposal.



March 20, 2018

The Local Government Purchasing Cooperative
12007 Research Boulevard
Austin, Texas 78759

To Whom It May Concern:

Please accept this letter as confirmation that Lone Star Emergency Group is authorized to represent Ferrara Fire Apparatus Inc. for apparatus sales, service and warranty repair in all regions for the State of Texas.

If you have any questions, please feel free to let me know.

Sincerely,
Ferrara Fire Apparatus, Inc.

Bert McCutcheon
Vice President / CEO



Jay Johnson
Vice President, Sales &
Product Management
ph: (352) 861-3501
fx: (352) 237-1151
jjohnson@e-one.com

March 19, 2018

To Whom It May Concern:

This letter shall serve to certify that Lone Star Emergency Group, LLC are now the exclusive dealer for the sale of E-ONE parts and emergency vehicles in the State of Texas since February 2018. Lone Star Emergency represents all of E-ONE's product lines.

In addition, Lone Star operates factory authorized, fully-staffed service centers in Houston and Wilmer, TX. They also offer mobile road service, preventative maintenance programs, collision & paint repair, training and custom equipment mounting. Lone Star is the only fire apparatus warranty repair center in Texas authorized to carry out repairs on E-ONE apparatus to ensure warranty compliance. Additionally, they are the only authorized E-ONE service provider for non-warranty work on E-ONE apparatus and proprietary E-ONE electrical, aerial, plumbing and hydraulic systems. Lone Star has served in this capacity continuously and without interruption.

Sincerely,
E-ONE, Inc.

A handwritten signature in blue ink, appearing to read "Jay Johnson", is written over a horizontal line.

Jay Johnson
Vice President



MOTOR VEHICLE DIVISION

FRANCHISED MOTOR VEHICLE DEALER

LICENSE NO: A146251

GENERAL DISTINGUISHING NUMBER:

P146252

Motor Vehicle

HFJ Group, LLC
Lone Star Emergency Group, LLC,
24635 INTERSTATE 45 BLDG. H
SPRING, TEXAS MONTGOMERY 77380-3000

EXPIRES: 12-31-2019
PHYSICAL LOCATION:
24635 INTERSTATE 45 BLDG. H
SPRING, TEXAS MONTGOMERY 77380-3000

THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLLOWING LINE(S) OF NEW MOTOR VEHICLES:

FERRARA FIRE TRUCK : FT-Fire Truck, EMERGENCY ONE FIRE TRUCK : FT-Fire Truck

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.



MOTOR VEHICLE MANUFACTURER

LICENSE NO: 0435

E-ONE INC
1601 SW 37TH AVE
OCALA, FLORIDA NOT IN TEXAS 34474-2829

EXPIRES: 3/31/2019 12:00:00 AM
PHYSICAL LOCATION:
1701 SW 37TH AVE
OCALA, FLORIDA NOT IN TEXAS 34474-2827
1601 SW 37TH AVE
OCALA, FLORIDA NOT IN TEXAS 34474-2829

THE PERSON NAMED ABOVE IS LICENSED AS A MOTOR VEHICLE MANUFACTURER FOR THE FOLLOWING LINES(S):
EMERGENCY ONE FIRE TRUCK : Fire Truck

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.

DRAFT
MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
WORKSHOP - OCTOBER 17, 2019

10/17/2019 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER

With a quorum present, the workshop was called to order at 8:35 a.m.

2. ROLL CALL

Present: Mayor James Yarbrough, Mayor Pro Tem Dr. Craig Brown, Council Member Amy Bly, Council Member David Collins, Council Member Jason Hardcastle, Council Member John Listowski, and Council Member Dr. Jackie Cole.

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. (30 Minutes)

Items 8A, 8D, 10A, 10B.3, 11A, 11H, 11J, 11Q, 11R, 11S, 11T, 11X, 11Z, 11AA, 11BB, 11CC, 11DD, 11RR, and 12E were clarified by staff. Mayor Yarbrough left the workshop between 9:08 a.m. and 9:13 a.m. during clarification of Item 12E.

3.B. A Joint Workshop Between The Galveston City Council And The Park Board Of Trustees To Discuss The Following Items Of Mutual Interest (City Council - 1 Hour):

1. Five Year Capital Improvement Plan - **Park Board representative Reuben Trevino provided information on the following: master plans including long-term priorities and short-term priorities; and details of FY 2019-2020 capital improvement projects including large scale projects, experience and amenity investments, and maintenance and repairs; CIP for FY 2018-2023. He reported that construction of a one-mile walking beach at Dellanera RV Park has been identified as a Tier 1 project which does not require a local match. Mayor Yarbrough suggested that the 5-year plan be approved as part of the annual budget process. The FY 2019-2020 CIP will be placed on the November 14th agenda for the Council's consideration.**

2. A Resolution Of The City Council Of The City Of Galveston, Texas Approving An Interlocal Agreement With The City Of Galveston And The Galveston Beach Park Board Of Trustees Providing For Terms And Conditions For The Management And Control Of Various City Parks And Properties, The Maintenance Of Beaches And Parks, Providing For The Provision Of Funding Mechanisms Between The Entities, The Collection Of Hotel Occupancy Taxes, Insurance And Disaster Related Services, Use Of Facilities Operated By The Park Board, Purchasing Methods, Operation Of Paid Parking On The Seawall, Providing For Findings Of Fact And Providing For An Effective Date - **Discussion was held regarding the draft Interlocal Agreement. Clarification was provided regarding delineation of Park Board and City responsibility related to maintenance. The sand is the Park Board's responsibility and the asphalt is the City's responsibility. The updated version of Exhibit A was provided and discussed. This item is on today's agenda for the Council's consideration.**

3.C. Receive And Discuss A Presentation By Centerpoint Energy Of Proposed New Substation At Block 387, Commonly Known As The Intersection Between Church And 27th Street, In The City Of Galveston (G. McLeod/M. Jadidi - 30 Minutes)

Centerpoint Energy representatives Walter Bartel and Danny Rodriguez provided a conceptual design and other information for a proposed new substation. In order to build the new substation, Centerpoint Energy will be purchasing 14 lots from property owners in Block 387. Discussion was held regarding load growth in the Port area causing the need for an additional fourth transformer, alternate plans for location of the new substation, and meeting

design guidelines related to sidewalks, landscaping, and other requirements. Centerpoint representatives will look into alternate plans that include consolidating the substations into one block and putting other ancillary buildings and parking on the new block as recommended by the Council.

- 3.D. Discussion Of Changes To The Membership And Appointment Process For The Cultural Arts Commission And The Arts And Historic Preservation Advisory Board (Yarbrough/Brown/Collins - 30 Minutes)

Mayor Yarbrough reported that members of the Arts Commission have been reviewing the ordinance and have provided recommended changes to City Council. The changes include a new name for the board "Cultural Arts Commission" or CAC, changes in membership requirements to include three positions from the arts community, three positions from the community at large, and one position from the Convention and Visitors Bureau. MPT Brown provided one additional change recommended by the Commission Chair Nick Barbee to add language to requirements for the three positions from the arts community "and has a demonstrated professional record". One item remaining is creating a new process for distribution of public money for arts projects and will be looked at by the newly reconstituted Cultural Arts Commission. Mayor Yarbrough provided information on changes to the Arts and Historic Preservation Advisory Board. The changes include changing the number of members from nine to seven and getting away from the slotted positions on the board. Changes to the ordinances and board appointments will be on the November 14th agenda for the Council's consideration.

- 3.E. Discussion Of Galveston City Code, Article IV - Boards, Commission And Committees, Division 1 - Generally, Section 2-164 "Failure To Attend Meetings" (Yarbrough - 20 Minutes)

Mayor Yarbrough brought to the Council's attention the current process for committee members' not meeting the 75% rule. The current process includes bringing a committee member to Council in order to discuss reasons for not meeting the attendance requirements, and the Council has the option to either keep or remove the member. The proposed change would be automatic removal for the second time of not meeting the attendance requirement. Discussion was held regarding looking at the 75% rule at a future meeting.

- 3.F. Discussion Of Scheduling A Joint Meeting Between The City Council And The Wharves Board Of Trustees For The Purpose Of Taking A Boat Tour Of The Port Of Galveston. (Brown/Yarbrough - 5 Minutes)

The City Council suggested Wednesday, November 6th for the purpose of taking a boat tour of the Port of Galveston.

4. EXECUTIVE SESSION

The City Council took at recess at 11:45 a.m., convened into Executive Session at 12:00 p.m., and reconvened into Open Session at 12:58 p.m. No action was taken during Executive Session.

- 4.A. Pursuant To Texas Government Code Section 551.074, "Personnel Matters" To Deliberate The Appointment, Employment, Evaluation, Reassignment, Or Duties Of A Public Officer Or Employee.

4.A.1. Annual Reviews

1. City Secretary Janelle Williams
2. City Attorney Donald Glywasky
3. City Auditor Glenn Bulgherini

5. ADJOURNMENT

Janelle Williams, City Secretary

Date Approved:

DRAFT
MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
REGULAR MEETING - OCTOBER 17, 2019

10/17/2019 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER
With a quorum present, the meeting was called to order at 1:18 p.m.

2. ROLL CALL

Present: Mayor James Yarbrough, Mayor Pro Tem Dr. Craig Brown, Council Member Amy Bly, Council Member David Collins, Council Member Jason Hardcastle, and Council Member Dr. Jackie Cole.

Absent: CM John Listowski.

3. INVOCATION

The invocation was given by Mayor Yarbrough.

4. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the American Flag and Texas Flag were led by Mayor Yarbrough.

5. CONFLICTS OF INTEREST

Mayor Yarbrough - Item 12E.

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. Domestic Violence Awareness Month Proclamation - presented by Dr. Cole.

B. Spinal Health Month Proclamation - presented by CM Collins.

C. Breast Cancer Awareness Month Proclamation - presented to City Attorney Donna Fairweather by CM Hardcastle.

D. Presentation from Rosenberg Elementary School Students - the students invited the Mayor and Council to attend a ratification ceremony of their microsocociety on October 30th at 1:10 p.m.

4. Reminders regarding City Council events

5. Reminders regarding community events

6. Health and safety announcement

- 6.B. Promotion Of James Pope To Chief Deputy In The City Marshal's Office

James Pope was sworn in as Chief Deputy Marshal of the City of Galveston by City Secretary Janelle Williams. City Marshal Butch Stroud pinned Chief Deputy Pope with his new badge.

- 6.C. 2019 Planning & Design Awards (C. Gorman - 5 Minutes)

Beautification – SunRay Patio - Starnab Enterprises, Inc., Johnathan P. Callery, Scott Fagott,

and Michael Gaertner Architects

Development – Sweetwater Cove - Wade Kilpatrick

Environmental – The Waterfront Luxury Apartments & Marina - Miguel Prida, Prida Construction, Brax Easterwood, Easterwood, Architects Studio, and Gustavo Quevedo

Historic Preservation – The Bryan Museum - J.P. & Mary Jon Bryan, and Joan Marshall

Private Investment – Jennie Sealy Hospital - UTMB, Sealy & Smith Foundation, HDR, Inc., and Hensel Phelps

Private Investment – Resource & Crisis Center of Galveston County - Resource & Crisis Center of Galveston County, Brax Easterwood, Easterwood Architects Studio, and Creative Combinations

Planning – GulfCoast DesignLab, Artist Boat, and Galveston Island State Park - Gulf Coast DesignLab, Artist Boat, and Galveston Island State Park

Redevelopment – Shop-N-Drive - Vy Investments, Inc.

Public Investment – Lasker Park Community Pool - City of Galveston, Better Parks for Galveston, Austin Powers, Kimley-Horn, and Families, Children & Youth Board

7. COMMUNICATIONS AND PETITIONS

Claims: 19-078 - Hunter Marsh; 19-079 - John Powell; 19-080 - PetSmart #2199; 19-081 - National UPC Insurance; 19-082 - Michael Minick; 19-083 - Sean M. Welsh; 19-084 - Deshawndo Williams; 19-085 - CenterPoint Energy; and 19-086 - Ollive Shepherd.

8. PUBLIC HEARINGS

- 8.A. Consider For Action An Ordinance Of The City Of Galveston Texas, Amending Ordinance No. 18-011 Allowing For A New Development Schedule Of A Planned Unit Development (PUD) Overlay Zoning District In A Single-Family Residential (R-1) Base Zoning District On A Subdivision Commonly Known As West Isle, And Which Is Legally Described As 100.79 Acres Of Land Out Of Abstract 121 Hall & Jones Survey Tr 1-7 Acres 219.885, A Subdivision In The City And County Of Galveston, Texas. Planning Case Number 19P-038; Making Various Findings And Provisions Related To The Subject; And Providing Of An Effective Date. (D. Henry)

Ordinance No. 19-056 was read by caption. Dustin Henry provided staff comments. The public hearing was opened; with no comments the public hearing was closed. Motion was made by MPT Brown, second by CM Hardcastle, to approve the ordinance. Unanimously approved by those present.

- 8.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Designating The Property Located At 1107 Church / Avenue F, As A "Galveston Landmark", Property Is Legally Described As M. B. Menard Survey, Lot 5, Block 371, In The City And County Of Galveston, Texas; Requesting The Historic Preservation Officer Record The Property's Landmark Designation In The Official Public Records Of Real Property In Galveston County, The Tax Records Of The City Of Galveston And The Central Appraisal District, And The Official Zoning Maps Of The City Of Galveston, Texas; Planning Case Number 19P-046; Making Various Findings And Provisions Related To The Subject. (C. Gorman)
- Ordinance No. 19-057 was read by caption. Catherine Gorman provided staff comments. The public hearing was closed. The Applicant, Randall Jones spoke in favor of the designation. The public hearing was closed. Motion was made by CM Collins, second by CM Bly, to approve the designation. Unanimously approved by those present.**

- 8.C. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Designating The Property Located At 2201 Market/Avenue D, As A "Galveston Landmark", Property Is Legally Described As M.B. Menard Survey, Lots 6 And 7, Block 502, In The City And County Of Galveston, Texas; Requesting The

Historic Preservation Officer Record The Property's Landmark Designation In The Official Public Records Of Real Property In Galveston County, The Tax Records Of The City Of Galveston And The Central Appraisal District, And The Official Zoning Maps Of The City Of Galveston, Texas; Designating The Site As A Historically Or Archeological Significant Site In Need Of Tax Relief To Encourage Its Preservation; Planning Case No. 19P-049; Making Various Findings And Provisions Related To The Subject. (C. Gorman)

Ordinance No. 19-058 was read by caption. Catherine Gorman provided staff comments. The public hearing was opened. The applicant, Brent Farley spoke in favor of the designation. The public hearing was closed. Motion was made by CM Collins, second by CM Hardcastle, to approve the designation. Unanimously approved by those present.

- 8.D. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Granting A Variance Pursuant To Section 4-1 "Sales Near Schools, Churches Or Hospitals" Of "The Code Of The City Of Galveston, 1982 As Amended" And In Accordance With Section 109.33 (E) Of The Texas Alcoholic Beverage Code; Regarding The Sale Of Alcoholic Beverages On Property Located At 3316 Church/ Avenue F; Which Is Legally Described As "Flastaff Place Partial Replat (2018), Lot 3-A, In The City And County Of Galveston, Texas And Which Is Located Within Three Hundred Feet Of A School, Church, Or Hospital; Planning Case Number 19PA-044; Making Various Findings And Provisions Related To The Subject. (J. Norman)

Ordinance No. 19-059 was read by caption. Janice Norman provided staff comments. The public hearing was opened. The applicant's representative, Joshua Karam, spoke in favor of the variance. The public hearing was closed. Motion was made by CM Hardcastle, second by CM Bly, to approve the variance. Unanimously approved by those present.

9. PUBLIC COMMENT

10. ORDINANCES (NOT REQUIRING PUBLIC HEARINGS)

- 10.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending Chapter 10, "Building Code," Of "The Code Of The City Of Galveston, 1982; As Amended", By Amending The "2012 International Residential Code Amendments", "Attachment A", "Appendix R", "Fees" To Comply With State Law Legislative Changes Related To Permit Fees; Providing For An Effective Date; Making Various Findings And Provisions Related To The Subject. (T. Sukup)

Ordinance No. 19-060 was read by caption. Motion was made by Mayor Yarbrough, second by CM Bly, to approve the ordinance. Unanimously approved by those present.

10.B. Ordinances - City Code Review

The Ordinances were read by caption. Motion was made by Mayor Yarbrough, second by MPT Brown, to approve Items 10.B.1, 10.B.2, 10.B.4, and 10B.5, and to defer Item 10.B.3 for further discussion. Unanimously approved by those present.

- 10.B.1. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The Code Of The City Of Galveston, As Amended, Chapter 1, "General Provisions" To Amend, Update Regulations, Standards, And Definitions; To Make Clarifications, Rename, Renumber And Rearrange The Chapter As Applicable; Providing For Penalties As Applicable; Making Various Findings And Provisions Related To The Subject; Providing For An Effective Date. (Legal)

Ordinance No. 19-061

- 10.B.2. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The Code Of The City Of Galveston, As Amended, Chapter 3, "Airports" To Amend, Update Regulations, Standards, And Definitions; To Make Clarifications, Rename, Renumber And Rearrange The Chapter As Applicable; Providing For Penalties As Applicable; Making Various Findings And Provisions Related To The Subject; Providing For An Effective Date. (Legal)

Ordinance No. 19-062

- 10.B.3. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The Code Of The City Of Galveston, As Amended, Chapter 7, "Animals And Fowl", To Amend, Update Regulations,

Standards, And Definitions; To Make Clarifications, Rename, Renumber And Rearrange The Chapter As Applicable; Providing For Penalties As Applicable; Making Various Findings And Provisions Related To The Subject; Providing For An Effective Date. (Legal)

Deferred.

- 10.B.4. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The Code Of The City Of Galveston, As Amended, Chapter 11, "Cemeteries" To Amend, Update Regulations, Standards, And Definitions; To Make Clarifications, Rename, Renumber And Rearrange The Chapter As Applicable; Providing For Penalties As Applicable; Making Various Findings And Provisions Related To The Subject; Providing For An Effective Date. (Legal)

Ordinance No. 19-063

- 10.B.5. Consider An Ordinance Of The City Of Galveston, Texas, Amending The Code Of The City Of Galveston, As Amended, Chapter 22.5, "Neighborhood Partnership Program" To Amend, Update Regulations, Standards, And Definitions; To Make Clarifications, Rename, Renumber And Rearrange The Chapter As Applicable; Providing For Penalties As Applicable; Making Various Findings And Provisions Related To The Subject; Providing For An Effective Date. (Legal)

Ordinance No. 19-064

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.

Motion was made by MPT Brown, second by CM Collins, to approve Consent Items 11 B through 11RR, and to defer Item 11A. Unanimously approved by those present.

- 11.A. Consider For Approval Directing The City Auditor To Amend The City Audit Plan For 2020 To Assist The Port Of Galveston With Review Of Leases Held By The Port. (Brown/Yarbrough)
- Deferred.**
- 11.B. Consider For Approval Accepting The City Auditor's Report On The Port Of Galveston CAFR Audit Report PORTSP2019-1b. (G. Bulgherini)
- 11.C. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Expressing Its Intent To Close Tax Increment Reinvestment Zones 12 And 14 In The City Of Galveston; Acknowledging The County Of Galveston's Support For Such Closure; Directing The Galveston Island Redevelopment Authority To Take All Necessary Steps To Wind Up Agreements With The Developers And/OR Lenders Of Those Zones With All Deliberate Speed And Make Periodic Reports Of The Progress Of Those Efforts So As To Allow The City To Effect Closure Of Both Zones In December 2019; And Providing For Findings Of Fact And For An Effective Date. (Legal)

Resolution No. 19-040

- 11.D. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Approving And Authorizing The City Manager To Convey To The Galveston Bay Foundation Real Property Consisting Of Two Parcels Of Five Acres Each Northwest Of Broome Road And Wren Road 400 Feet To The East Of Sweetwater Lake, Authorizing Payment Of Stewardship Fee Of \$34,166.66 To Galveston Bay Foundation, Authorizing Use Of Southland Title Company To Prepare The Title Policy And Closing Documents With The City Paying The Costs Thereof, Authorizing The City Manager To Execute The Necessary Documents Upon Approval Of The City Attorney; Directing City Manager To Seek Reimbursement Of Associated Costs From The General Land Office; Providing For Findings Of Fact And Providing For An Effective Date. (Legal)

Resolution No. 19-041

- 11.E. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Supporting A Request To The United States Department Of The Interior, Bureau Of Reclamation Policy And

Administration For WaterSMART: Water And Energy Efficiency Grants For Fiscal Year 2020 Funding In The Amount Of Three Hundred Thousand Dollars (\$300,000) For Various Water Efficiency And Conservation Projects Within The City Of Galveston; Authorizing The City Manager Or His Designee To Submit All Required Grant Applications, Information And Data To Support Same; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date. (R. Pugh)
Resolution No. 19-042

- 11.F. Consider For Approval A Memorandum Of Understanding Between The City Of Galveston And Galveston College For The Continuation Of The Leadership Pathway Training Program. (K. Etienne)
- 11.G. Consider Approval Of DCMC Partners Task Order #2 To The Disaster Services Contract Awarded On October 31, 2018 Authorizing The Expenditure Of An Amount Not To Exceed \$105,968.00 For Technical Assistance And Disaster Consulting Services. (T. Wroblewski)

- 11.H. Consideration Of Annual (2019-2020) Service Plan For Bayside At Waterman's Public Improvement District (PID) And Associated Resolution Thereof. (G. McLeod)
Resolution No. 19-043

- 11.I. Consider For Approval An Economic Development Agreement Between The Industrial Development Corporation, And The City Of Galveston For Improvements And The Maintenance Of Those Improvements Along 27th Street From Broadway To Market Street. (G. McLeod)
Contract No. COG-CON-19-116

- 11.J. Consider For Approval The Permitting Of Overnight Camping In The Areas Of 25th To 21st And Seawall Blvd. From Thursday, October 31, 2019 Through Sunday, November 3, 2019, Which Will Allow The Lone Star Rally Vendors The Availability To Setup In The Event Venue. (D. Smith)

- 11.K. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock (Tractor Mower) And Associated Equipment From Brookside Equipment Sales Via Deere And Company Through HGAC Buy For A Total Price Of \$76,580.22 And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. (D. Smith)

- 11.L. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock (HD Crane Truck) And Associated Equipment From MHC Kenworth Through Buy Board For A Total Price Of \$180,620.19 And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. (D. Smith)

- 11.M. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock (Dozer & Loader) And Associated Equipment From Mustang Cat Through HGAC Buy For A Total Price Of \$233,914.80 And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. (D. Smith)

- 11.N. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Emergency Equipment From Siddons Martin Emergency Group, Who Will Also Provide All Installations, Through Buy Board, For A Total Price Of \$22,335.96, And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. (D. Smith)

- 11.O. Consider For Approval To Continue The League City OSSI GRID Consortium With The Expenditure Of \$31,186.77 To Maintain Off-Site System Servers Allowing Full Access To A Multi-Agency Records Management System. (V. Hale)

- 11.P. Consider For Approval The Police Department's Annual Renewal Of The Leads Online Investigation System Totaling \$15,533 To Be Funded By The Maintenance Contracts Account. (V. Hale)

- 11.Q. Consider For Approval Of A Contract With Angel Brothers Enterprises Ltd., For The 49th Street Improvements From Ave P To Ave S 1/2 Project (RFP #19-29) In The Amount Of \$3,649,779.25. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City

Attorney. (D. Anderson)

Contract No. COG-CON-19-117

- 11.R. Consider For Approval Change Order No. 3 To The Contract With Main Lane Industries, Ltd., For The 45th Street Improvements From Broadway To Seawall Boulevard Project, Increasing The Contract By \$359,018.80 From The Amount Of \$10,020,253.00 To A New Total Amount Of \$10,379,271.80. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)
- 11.S. Consider For Approval Awarding The RFQ 19-01, 15th Street Pump Station Design And Engineering To T. Baker Smith (TBS), The Most Qualified Respondent, So The Engineering Fee Can Be Negotiated And Submitted To City Council For Design Fee Award In November. (D. Christodoss)
Contract No. COG-CON-19-118
- 11.T. Consider For Approval Awarding The Pirates Beach Area Water Improvements Project (RFP-19-28) To T-Construction, LLC For An Amount Not To Exceed \$615,290.00. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (A. Grasso)
Contract No. COG-CON-19-119
- 11.U. Consider For Approval The Financing Of The Annual Maintenance Contract On The Chemical Disinfection Analyzer Systems For Various Supply Division Pump Station And Elevated Water Storage Tanks From The Sole Source Provider CFI Services. The Annual Cost Of The Contract Is \$66,209.00. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (A. Grasso)
- 11.V. Consider For Approval An Annual Service Fee To Municipal H2O In The Amount Of \$7,800.00 Per Year To Implement A Risk Management Program As Required By The Environmental Protection Agency For A Period Of 5 Years. Funding Source Is The Other Expense Water Work Operation Fund – Other Contracts Account (25%) And The Sewer System Enterprise Account (75%). (A. Grasso)
Contract No. COG-CON-19-106
- 11.W. Consider For Approval A Payment Of An Amount Not To Exceed \$50,000.00 To T Construction, LLC For Emergency Repairs To The 8 Inch Sanitary Sewer System On 25th Street At The Postoffice - Church Street Alley. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (A. Grasso)
- 11.X. Consider Awarding The Annual Fire Hydrant Replacement Project (RFP 19-27) To Texas Pride Utilities, LLC For An Amount Not To Exceed \$1,985,000.00. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (A. Grasso)
Contract No. COG-CON-19-120
- 11.Y. Consider For Approval The Use Of The Cooperative Purchasing Contract Through The HGAC Contract From Toter Incorporated For The Purchase Of EVR 1 Series 96 Gallon Automated Rollout Garbage Carts And Repair Parts. Authorizing City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (C. DeWitt)
- 11.Z. Consider For Approval The Renewal Of The Annual Maintenance Support Agreement For City's Enterprise Content Management Solution (ECM), Laserfiche, Awarding The Contract To MCCi In The Amount Of \$42,595.70. (H. Dean)
- 11.AA. Consider For Action Authorizing The City Manager To Enter Into A 3 Year Maintenance And Support Agreement With Accela, Inc For The Maintenance And Support Of The Permitting, Mobile Office, Code Enforcement And Parcel Management Software. (H.Dean)
Contract No. COG-CON-19-121
- 11.BB. Consider Approving The Renewal Of The VMware Software Maintenance Contract For \$25,886.51. (H. Dean)

Contract No. COG-CON-19-122

- 11.CC. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Accepting The City's Portion Of A 2019 Byrne Justice Assistance Grant From The Department Of Justice In A Joint Total Amount Of \$33,578.00, And Said City Portion To Provide For The Purchase Of Equipment (Tactical Patrol Equipment) For The Marshals Office And 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; Dividing The Total Grant Award Between The Parties; Providing For Findings Of Fact And Providing For An Effective Date. (B. Stroud)

Resolution No. 19-044

- 11.DD. Consider For Approval A 3-Year Contract With 2 One-Year Optional Years For A Total Of 5 Years. This Contract Is For A Vehicle Disabling Device (Barnacle) Provided By ITSA Solutions LLC, Which Is A Sole Source Provider For This Type Of Device, And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. (B. Stroud)

Contract No. COG-CON-19-097

- 11.EE. Consider Approving Purchases Of Operational Supplies Using The Contract With The Home Depot U.S.A., Inc. Through The U.S. Communities Purchasing Cooperative. Estimated Costs For Products Not To Exceed Council Approved Budgets. (M. Loftin)
- 11.FF. Consider Approving Purchases Of Operational Supplies Using The Contract With Amazon Services, LLC, Amazon Business Through The U.S. Communities Purchasing Cooperative. Estimated Costs For Products Not To Exceed Council Approved Budgets. (M. Loftin)
- 11.GG. Consider Approving Purchases Of Office Supplies, Technology Items, Furniture, And Janitorial Supplies Using The Cooperative Purchasing Network's (TCPN) Contract With Office Depot. Estimated Costs For Products Not To Exceed Council Approved Budgets. (M. Loftin)
- 11.HH. Consider Approving Purchases Of Operational Supplies Using The Contract With Sam's Club Through The Purchasing Association Of Cooperative Entities (PACE) Purchasing Cooperative. Estimated Costs For Products Not To Exceed Council Approved Budgets. (M. Loftin)
- 11.II. Consider Approving Purchases Of Maintenance, Repair, Safety And Operational (MRO) Supplies And Related Services Using The Contract With Grainger Through The Cooperative Purchasing Network (TCPN/National IPA) Purchasing Cooperative. Estimated Costs For Products Not To Exceed Council Approved Budgets. (M. Loftin)
- 11.JJ. Consider Approving Purchases Of Office And Other Operational Supplies Using The Contract With Staples Contract And Commercial, Inc. Through The BuyBoard Purchasing Cooperative. Estimated Costs For Products Not To Exceed Council Approved Budgets. (M. Loftin)
- 11.KK. Consider Approving Purchases Of Maintenance, Repair, And Operational (MRO) Supplies And Related Services Using The Contract With Fastenal Company Through The Cooperative Purchasing Network (TCPN/National IPA) Purchasing Cooperative. Estimated Costs For Products Not To Exceed Council Approved Budgets. (M. Loftin)
- 11.LL. Consider Approving Purchases Of Building Maintenance, Repair, Operations Supplies And Equipment Using The Contract With McCoy's Building Supply Through The BuyBoard Purchasing Cooperative. Estimated Costs For Products Not To Exceed Council Approved Budgets. (M. Loftin)
- 11.MM. Consider For Approval Minutes Of The September 12, 2019 Special Meeting And The September 19, 2019 Workshop And Regular Meeting. (J. Williams)

- 11.NN. Receive And File The Following Documents:

- 11.OO. Receive And File: Texas Division Of Emergency Management (TDEM) Award Documents For The Phase I Hazard Mitigation Grant Program (HMGP), DR-4332, Hurricane Harvey. (T. Wroblewski)
- 11.PP. Receive And File: Section 2-73 Of The City Charter Requires That The Council Members Are To Be Informed Of Auction Sales That Exceed \$1,000. This Staff Report Represents The Receiving And Filing Of All Auction Sales For Fiscal Year 2018-19. (D. Smith)
- 11.QQ. Receive And File The Holiday Schedule For The 2020 Calendar Year. (B. Maxwell)
- 11.RR. Consider For Approval A Memorandum Of Understanding Between The City Of Galveston And The International Economic Development Council For Participation In IEDC's Volunteer Program For Economic Recovery (G. McLeod)

12. ACTION ITEMS

- 12.A. Consider For Approval Confirmation Of Charles Olsen As Fire Chief As Appointed By The City Manager. (K. Etienne)

Motion was made by Mayor Yarbrough, second by CM Collins, to confirm the City Manager's appointment of Charles Olsen as Fire Chief. Unanimously approved by those present. Fire Chief Olsen was sworn in by City Secretary Janelle Williams.

- 12.B. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Establishing And Proclaiming The City Of Macharaviaya, Spain As Its Sister City; Directing The City Secretary To Provide A Certified Copy Of This Resolution To The Mayor; Providing For Findings Of Fact And Providing For An Effective Date. (N. De La Fuente)

Motion was made by CM Hardcastle, second by Dr. Cole, to approve Resolution No. 19-045. Unanimously approved by those present.

- 12.C. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas Approving An Interlocal Agreement With The City Of Galveston And The Galveston Beach Park Board Of Trustees Providing For Terms And Conditions For The Management And Control Of Various City Parks And Properties, The Maintenance Of Beaches And Parks, Providing For The Provision Of Funding Mechanisms Between The Entities, The Collection Of Hotel Occupancy Taxes, Insurance And Disaster Related Services, Use Of Facilities Operated By The Park Board, Purchasing Methods, Operation Of Paid Parking On The Seawall, Providing For Findings Of Fact And Providing For An Effective Date. (Legal)

Motion was made by CM Collins, second by Hardcastle, to approve Resolution No. 19-046. Unanimously approved by those present.

- 12.D. Discuss And Consider Approval Of The 2020 City Council Meeting Schedule. (Yarbrough)

Motion was made by MPT Brown, second by CM Collins, to approve the 2020 meeting schedule. Unanimously approved by those present.

2020 Meeting dates: January 23, February 27, March 26, April 23, May 28, June 25, July 23, August 13, August 27, September 10, September 17, October 22, November 12, and December 10.

- 12.E. Discuss And Consider For Action Approval Of Planning Case Number 19P-030 (Adjacent To One Moody Plaza / 1902 Market/Avenue D) Request For License To Use In Order To Place A Public Plaza And Appurtenant Public Improvements Within The Right Of Way Of 20th Street Between Mechanic Street And Market Street. Adjacent Property Is Legally Described As Block 559 In The City And County Of Galveston, Texas. Adjacent Property Owner: American National Insurance Company Easement Holder: City Of Galveston. (T. Tietjens)

Motion was made by CM Collins, second by CM Hardcastle, to approve the License To Use. The motion carried 5-0; Mayor Yarbrough declared and conflict and did not participate in the

discussion or vote.

13. ADJOURNMENT

The meeting was adjourned at 2:50 p.m.

Janelle Williams, City Secretary

Date Approved:

DRAFT



City of Galveston

OFFICE OF THE CITY SECRETARY

PO Box 779 | Galveston, TX 77553-0779
citysecretary@galvestontx.gov | 409-797-3510

To: City Council Members

From: Janelle Williams, City Secretary

Date: November 7, 2019

Re: November 14th Board Appointments

The following board appointments will be on the November 14th agenda for the Council's consideration.

District 1 Appointments

1. *Tree Committee*

District 3 Appointments

1. *Tree Committee*

Council Appointments

1. *Animal Services Advisory Board* – Position 4
2. *Arts & Historic Preservation Advisory Board* – All Positions
3. *Building Board of Adjustments and Appeals* – Positions 1, 2, 5, 6, and Alternate 1
4. *Cultural Arts Commission* – All Positions
5. *Families, Children and Youth Board* – Recommendations from the FCYB – Position 1 - Torrina Harris; Position 7 - Jennifer Hart; Position 9 - Roniquel Harris; Position 10 - *Move Brandon Williams from Alternate; Position 13 - Donovan Wilson; Position 15 - Stacy Tezino.
6. *Landmark Commission* – Position 1
7. *Zoning Board of Adjustments* – Position 1, Alternates 1 and 2

Council Appointments to outside entities

1. *H-GAC* – General Assembly and Board of Directors
2. *H-GAC* – Transportation Policy Council
3. *H-GAC* – Technical Advisory Committee





September 5, 2019

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 2020 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 2020 designated representatives begin their terms of office on the first of January 2020.

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 2020 General Assembly and Board of Directors.

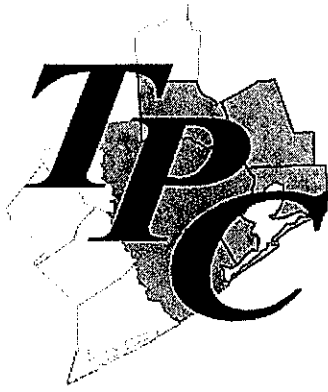
Sincerely,

A handwritten signature in black ink, appearing to read 'CW', with a horizontal line extending to the right.

Chuck Wemple

CW/cj

Enclosure
cc: City Secretary



Transportation Policy Council

For the Houston-Galveston Transportation Management Area

3555 Timmons Lane
Houston, Texas 77027

P.O. Box 22777
Houston, Texas 77227-2777

Telephone: 713.627.3200
Fax: 713.993.4508

October 24, 2019

The Honorable Jim Yarbrough
Mayor
City of Galveston
PO Box 779
Galveston, TX 77553-0779

Re: Appointments to the TPC and TAC 2020

Dear Mayor Yarbrough,

The Transportation Policy Council (TPC) requests your appointment of a representative and a designated alternate member to serve on the TPC for 2020. Representing local governments in Brazoria, Fort Bend, Waller, Montgomery, Liberty, Chambers, Galveston and Harris Counties, the TPC is responsible for development of the region's long-range transportation plan. All transportation projects receiving funding through the Federal Highway and the Federal Transit Administrations must be approved within this plan and subsequently programmed by the TPC within its four-year Transportation Improvement Program (TIP). The TPC also directs the transportation planning priorities executed by H-GAC staff. Because of the many critical transportation policy decisions facing our region, appointment of elected officials as TPC primary voting members is strongly encouraged.

In addition to TPC voting members and alternates, you are also invited to appoint a representative and designated alternate to the Technical Advisory Committee (TAC). The TAC provides important recommendations to the Transportation Policy Council in the development of transportation planning studies, the Regional Transportation Plan (RTP), and TIP. Staff professionals with expertise in transportation planning, engineering or related fields are recommended for this Committee.

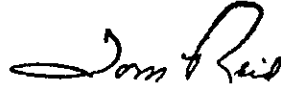
Enclosed you will find Appointment Forms for the primary voting member and the designated alternate member for both the TPC and the TAC. Even if your City Council passes a Resolution naming the appointees, we would appreciate your completion of the attached forms, as these serve as our official record. **Please return your appointments no later than December 9, 2019** to sallye.clark@h-gac.com.

If you are appointing the same representative and alternate as last year, please indicate this choice on the enclosed forms.

The Honorable Jim Yarbrough
Page 2

Your cooperation in making these appointments and nominations is appreciated. If you have any questions concerning the Transportation Policy Council, please contact Mr. Alan Clark, H-GAC MPO Director, at (713) 627-3200.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Tom Reid". The signature is fluid and cursive, with a large initial "T" and a stylized "R".

Tom Reid
Secretary, Transportation Policy Council

AC\lam
Enclosures

Cc: Mr. Alan C. Clark, H-GAC
Hon. Craig Brown, City of Galveston
Mr. Rick Beverlin, City of Galveston
Mr. Kyle Hockersmith, P.E., City of Galveston
Mr. Daniel Christodoss, P.E., City of Galveston